# MAY 25 1988

#### Before the COPYRIGHT ROYALTY TRIBUNAL Washington, D.C.

OFFICE COPY

In the Matter of:

1986 JUKEBOX ROYALTY DISTRIBUTION PROCEEDING Docket No. 87-1-86JD

PHASE II REBUTTAL CASE OF THE AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS, BROADCAST MUSIC, INC. AND SESAC, INC.

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Dated: May 25, 1988

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Laurie Hughes Steven Gordon

cc: Lawrence J. Bernard, Jr., Esq.

JJD:pcd Attachment Before the COPYRIGHT ROYALTY TRIBUNAL Washington, D.C.

In the Matter of:

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#### PHASE II REBUTTAL CASE OF THE AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS, BROADCAST MUSIC, INC. AND SESAC, INC.

The American Society of Composers, Authors and Publishers, Broadcast Music, Inc. and SESAC, Inc. (collectively, the "Settling Parties"), hereby submit their Phase II Rebuttal Case in accordance with the Copyright Royalty Tribunal's Order dated March 14, 1988.

Attached is the rebuttal testimony (including exhibits) of all witnesses. We have prepared such testimony in the form of witnesses' statements which will be summarized, highlighted, or read into the record in whole or in part. We have included tables of contents to that testimony and those exhibits for the Tribunal's convenience.

Respectfully submitted,

AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS

by BML aman By/ JANDIC

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Dated: May 25, 1988

## TABLE OF CONTENTS

## INCORPORATION OF PRIOR RECORDS ..... A

TAB

## TESTIMONY

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Paul S. Adler

Robert L. Ahrold

## EXHIBITS

Title or Description	Sponsoring Witness(es)	Settling Parties Phase II Exhibit No.
Titles Claimed by ACEMLA in 1986 Direct Case Which are in the Settling Parties' Combined Repertories	Adler and Ahrold	Exh. 3R
Underlying Documentation Regarding ASCAP Works in Settling Parties' Exhibit 3R	Adler	Exh. 4R
Underlying Documentation Regarding Continuing Presence in ASCAP Repertory of Works Claimed by ACEMLA in Prior Jukebox Royalty Distribution Proceedings	Adler	Exh. 5R
ASCAP Surveyed Radio Performances of ACEMLA- Claimed Works	Adler	Exh. 6R
Underlying Documentation Regarding BMI Works in Settling Parties' Exhibit 3R	Ahrold	Exh. 7R
Projected BMI Earnings of ACEMLA Works During 1986	Ahrold	Exh. 8R

## INCORPORATION OF PRIOR RECORDS

We hereby incorporate the following portions of the records of the Tribunal's prior Jukebox Distribution Proceedings:

#### Documentary Evidence

- -- Titles of Songs Claimed By ACEMLA Which Are In The Settling Parties' Combined Repertories: Rebuttal Case of ASCAP, BMI and SESAC, dated September 29, 1986, Exhibit 18R (1984 Proceeding).
- -- Titles of Songs Claimed By ACEMLA in 1985 Direct Case Which Are In The Settling Parties' Combined Repertories: Rebuttal Case of ASCAP, BMI and SESAC, dated June 5, 1987, Exhibit 24R (1985 Proceeding).
- -- Underlying Documentation Regarding ASCAP Works Among Titles Claimed By ACEMLA in 1984 Direct Case Which Are In The Settling Parties' Combined Repertories: Settling Parties Exhibit 42R (1984 Proceeding).
- -- Underlying Documentation Regarding ASCAP Works Among Titles Claimed By ACEMLA in 1985 Direct Case Which Are in The Settling Parties' Combined Repertories: Rebuttal Case of ASCAP, BMI and SESAC, dated June 5, 1987, Exhibit 25R (1985 Proceeding).
- -- Underlying Documentation Regarding BMI Works Among Titles Claimed By ACEMLA in 1985 Direct Case Which Are in The Settling Parties' Combined Repertories: Rebuttal Case of ASCAP, BMI and SESAC, dated June 5, 1987, Exhibit 30R (1985 Proceeding).
- -- ASCAP Membership Agreement of Raphael (Raphy) A. Leavitt: Rebuttal Case of ASCAP, BMI and SESAC, dated September 29, 1986, Exhibit 22R (1984 Proceeding).
- -- ASCAP Membership Agreement of Unimusica, Inc.: Rebuttal Case of ASCAP, BMI and SESAC, dated September 29, 1986, Exhibit 23R (1984 Proceeding).
- -- ASCAP Membership Agreement of Felix Jose Nicolas: Rebuttal Case of ASCAP, BMI and SESAC, dated September 29, 1986, Exhibit 24R (1984 Proceeding).
- -- ASCAP Membership Agreement of Ralph Cartagena, d/b/a Cartagena Publishing: Rebuttal Case of ASCAP, BMI and SESAC, dated September 29, 1986, Exhibit 27R (1984 Proceeding).
- -- ASCAP Index Card for "La Guinata": Settling Parties' Exhibit 8X (1984 Proceeding).

- -- ASCAP Index Card for "La Gozadera": Settling Parties' Exhibit 9X (1984 Proceeding).
- -- ASCAP Index Card for "Mi Ultima Cancion": Settling Parties' Exhibit 10X (1984 Proceeding).
- -- ASCAP Index Card for "Pordiosero": Settling Parties' Exhibit 11X (1984 Proceeding).
- -- BMI Computer Printout for "Boda Gris": Settling Parties' Exhibit 33X (1984 Proceeding).
- -- ASCAP Index Card for "La Doncella": Settling Parties' Exhibit 34X (1984 Proceeding).
- -- ASCAP Membership Agreement of Manuel De Jesus Alcantara: Settling Parties' Exhibit 35X (1984 Proceeding).
- -- ASCAP Membership Agreement of Quisqueya Publishing: Settling Parties' Exhibit 36X (1984 Proceeding).
- -- ASCAP Index Card for "La Gringa": Settling Parties' Exhibit 37X (1984 Proceeding).
- -- ASCAP Membership Agreement of Bobby Valentine, d/b/a Afuera Music Publ.: Settling Parties' Exhibit 38X (1984 Proceeding).
- -- BMI Computer Printout for "Te Rompi La Aldaba": Settling Parties' Exhibit 39X (1984 Proceeding).
- -- List of SPACEM Writers with Songs Controlled By BMI Affiliates: Rebuttal case of ASCAP, BMI and SESAC, dated June 5, 1987, Exhibit 33R (1985 Proceeding).
- -- Description of the operation, reliability, credibility and accuracy of the ASCAP and BMI radio surveys: Reply of ASCAP, BMI and SESAC, dated June 24, 1985, Appendices A and B (consolidated 1982 and 1983 Proceedings).

Witnesses' Statements and Testimony

- -- Written rebuttal statement, pp. 2-8, and oral testimony, Tr. 356, 358-359, 363-366, 369, of Paul S. Adler regarding ACEMLA's improper claim to rights in certain works (1984 Proceeding).
- -- Written rebuttal statement, pp. 2-4, and oral testimony, Tr. 317-321, 340-341, 344-345, of Alan H. Smith regarding ACEMLA's improper claim to rights in certain works (1984 Proceeding).

- -- Written direct statement, p. 1 of Paul S. Adler regarding his background and qualifications (1985 Proceeding).
- -- Written direct statement of Robert L. Ahrold pp. 1-3 regarding his background and qualifications (1985 Proceeding).
- -- Written rebuttal statement, pp. 3-11 and oral testimony, Tr. 659-665, 681-683, 688, 692, 694-695, 701-702, 709, 749-752, 761, 765, 777, 782-783, of Emilio Garcia on the extent of the Spanish-language music market, the prevalence of 45 R.P.M. recordings in that market, and on Spanish-language music use in jukeboxes (1985 Proceeding).
- -- Written rebuttal statement, pp. 5-7 and oral testimony, Tr. 443, 445, of Robert L. Ahrold on the extent of the Spanishlanguage music market, the prevalence of 45 R.P.M. recordings in that market, and on Spanish-language music use in jukeboxes (1985 Proceeding).
- -- Written rebuttal statement, pp. 7-9, and oral testimony, Tr. 521-522, of Paul S. Adler regarding ASCAP's relationship with SPACEM (1985 Proceeding).
- -- Written rebuttal statement, pp. 7-8 and oral testimony, Tr. 446 of Robert L. Ahrold regarding BMI's right to license the public performance rights to approximately 1000 songs composed by approximately 60 SPACEM writers (1985 Proceeding).
- -- Written rebuttal statement, pp. 7-11 and oral testimony, Tr. 700, 705, 708, 760-761, 763, of Emilio Garcia regarding use of record store song charts and <u>Billboard</u> album charts to show popularity of Spanish-language music (1985 Proceeding).

### REBUTTAL TESTIMONY OF PAUL S. ADLER

#### I. Background and Qualifications

My name is Paul S. Adler. I am ASCAP's Director of Membership. My background and qualifications were set forth in my direct testimony in the 1985 Jukebox Royalty Distribution Proceeding and have been incorporated herein by reference. I appear in these proceedings on behalf of the Settling Parties.

#### II. ACEMLA Claims Works Which Are Actually in the Settling Parties' Repertories

ACEMLA has claimed many works which are, in fact, in the Settling Parties' repertories.<sup>1</sup> In the course of its 1986 Phase II Direct Case, ACEMLA referred to 197 specific songs which it claimed it had the right to license.<sup>2</sup> We find that 73 of ACEMLA's claimed 197 songs are in the Settling Parties' combined repertories. Attached as Settling Parties' Phase II Exhibit 3R is a list of those 73 works. Attached as Settling Parties' Phase II Exhibit 4R are copies of the underlying documentation of those works which are in the ASCAP repertory. The contents of Exhibit 4R were kept as part of ASCAP's

This portion of my rebuttal testimony addresses the Phase II Direct Case of ACEMLA, p. 3, ¶¶4-6 and ACEMLA Phase II Exhs. 1, 2 and 3.

<sup>&</sup>lt;sup>2</sup> These 197 songs appear in ACEMLA Phase II Exhs. 1, 2 and 39; 122 of these songs appeared for the first time in this proceeding. The 197 songs do not include the four additional new titles set forth in ACEMLA's Response to Tribunal's Request for Additional Documentation dated May 20, 1988.

records in the normal course of business. They are described in the record of the 1984 Jukebox Royalty Distribution Proceeding in my written rebuttal testimony, at p. 7, and at Tr. 124, 129-130, 132-134, and 138-139.

In prior proceedings, the Settling Parties showed that 32 songs claimed by ACEMLA in those prior proceedings were actually in the ASCAP repertory. Copies of the documentation of those 32 works were set forth in Settling Parties' Exh. 42R (1984 Proceeding) and Settling Parties' Exh. 25R (1985 Proceeding). To bring that documentation up-todate, we have attached Settling Parties' Phase II Exhibit 5R.<sup>3</sup>

#### III. ASCAP Radio Survey Data for Works Claimed by ACEMLA

In prior years, the Tribunal requested radio survey data from us concerning performances of works claimed by ACEMLA. The Tribunal used that radio survey data as the starting point for its determination of awards to ACEMLA. 50 <u>Fed. Reg. 47580, 47582; 51 Fed. Reg. 43455, 43459; 52 Fed.</u> <u>Reg. 46324, 46330.</u>

<sup>&</sup>lt;sup>3</sup> In preparing this rebuttal case, we discovered that two additional songs previously claimed by ACEMLA, but which we had not previously claimed, were, in fact, in the ASCAP repertory. These two songs are "No Me Pregunten Por El," claimed by ACEMLA in the 1982/1983 proceeding on the ACEMLA Most Performed Works List (AMPW), and "Jocosidades," claimed by ACEMLA at Exh. 6, p.6 (1985 Proceeding) and again at Exh. 1 (1986 Proceeding). ASCAP's underlying documentation of these two works is also set forth in Settling Parties' Phase II Exhibit 5R.

We have undertaken the same analysis for 1986, to rebut ACEMLA's claim for an unspecified share of the total fund.<sup>4</sup> My testimony, of course, will concern only the ASCAP survey data.

ASCAP's survey was completely described in the 1982-1983 proceeding. Reply of ASCAP, BMI and SESAC dated June 24, 1985, Appendix A. Therefore, my testimony this year goes only to the data for 1986. That data was compiled in the same way as it was in 1982, 1983, 1984 and 1985, using every one of the specifically-identified songs claimed by ACEMLA in those proceedings and in this proceeding. Thus, the number of works checked this year is greater than in previous years, for it includes not only works first claimed by ACEMLA in the 1986 proceeding, but also those claimed by ACEMLA in the 1982 through 1985 proceedings.

In the 1982, 1983 and 1984 proceedings we excluded from our calculations the titles of songs which were claimed by ACEMLA but which were actually in the Settling Parties' repertories; in the 1985 proceeding, and again in this proceeding, we undertook two sets of calculations, one including, and one excluding, titles of songs claimed by ACEMLA which are in the Settling Parties' combined repertories.<sup>5</sup>

- 3 -

This portion of my rebuttal testimony addresses the Phase II Direct Case of ACEMLA, p. 1, ¶2, and the testimony of L. Raul Bernard, Phase II Tr. 9-10.

<sup>&</sup>lt;sup>5</sup> We did so this year in accordance with the Stipulation between counsel for the Settling Parties and ACEMLA, Phase II Tr. 4-5.

Let me turn, then, to the ASCAP survey data. As the Tribunal knows from prior proceedings, the ASCAP survey values performances in abstract units called "credits". Accordingly, for calendar year 1986, we determined how many publisher credits would have been earned by radio performances of the specifically-identified songs ACEMLA claimed. Of course, this assumes that ACEMLA's claim to these songs is valid.

The results of this analysis are given, song-bysong, on Settling Parties' Phase II Exhibit 6R. I think it would be useful to compare the 1986 survey results with the 1982, 1983, 1984 and 1985 survey results and so we have set forth each year's results side-by-side.<sup>6</sup>

The total credits which would have been earned by the songs ACEMLA claimed are as follows:

#### TABLE 1

#### RADIO CREDITS EARNED BY ACEMLA-CLAIMED WORKS

1982	1983	1984	1985	1986
2,989*	2,648*	3,053*	2,370* 4,337**	1,820* 3,174**

\* Excluding works in the Settling Parties' Repertories \*\* Including works in the Settling Parties' Repertories

<sup>&</sup>lt;sup>6</sup> The 1982 and 1983 survey results were set forth in the Comments of ASCAP, BMI and SESAC dated September 3, 1985, at pp. 2-5; the 1984 survey results were set forth in my written rebuttal testimony in the 1984 proceeding, at pp. 12-17; and the 1985 results were set forth in my written rebuttal testimony in the 1985 proceeding at pp. 12-15 and in the Settling Parties 1985 Proposed Findings of Fact and Conclusions of Law at p. 47, n. 35.

These credits may be compared with the total publisher credits earned by all ASCAP works, which are as follows:

#### TABLE 2

#### RADIO CREDITS EARNED BY ASCAP WORKS

1982	<u>1983</u>	1984	1985	1986
13,320,833	14,263,660	14,784,981	13,235,103	14,959,388

Thus, the radio credits earned by the works ACEMLA claims may be expressed as a percentage of all ASCAP radio credits, as follows:

#### TABLE 3

#### ACEMLA'S RADIO CREDITS AS PERCENTAGE OF ALL ASCAP RADIO CREDITS

1982	1983	1984	1985	1986
0.02244%*	0.01856%*	0.02065%*	0.01791%* 0.03277%**	0.01217%* 0.02122%**

\* Excluding works in the Settling Parties' Repertories \*\* Including works in the Settling Parties' Repertories

The 1986 percentage may be applied to the 1986 jukebox royalty fund to determine the proportionate share which ACEMLA would have earned had it been an ASCAP member. To do so, of course, requires specification of ASCAP's share of the fund, a figure which is confidential under the settlement agreement between ASCAP, BMI and SESAC. Accordingly, as we have done in prior years, we make the calculation using a hypothetical figure of 50% as ASCAP's share of the fund.<sup>7</sup> That calculation is set forth in Table 4, as follows:

<sup>&</sup>lt;sup>7</sup> The 50% figure is, we believe, easiest for calculation purposes and is not an unreasonable hypothetical. Of course the Tribunal may make its own calculation using any other hypothetical figure it wishes for ASCAP's share. However, we believe the procedure we utilized is fully in keeping with the Second Circuit's decision in <u>ACEMLA v.</u> <u>CRT</u>, when, in speaking of these distribution proceedings, it said: "Not precise adjudication, but fairness and rough justice seem to have been the congressional objectives established by the 1976 amendment." 763 F.2d at 108.

### TABLE 4

## CALCULATION OF ACEMLA AWARD

		1982	<u>1983</u>	1984	1985	1986
1.	Total Royalty Fund (excluding interest):	\$2,907,539	\$2,862,703	\$5,201,248	\$4,952,134	\$4,925,887
2.	Hypothetical 50% ASCAP Share:	\$1,453,770	\$1,431,352	\$2,600,624	\$2,476,067	\$2,462,944
3.	ACEMLA Credits as a Percentage of ASCAP Total Credits in Radio Only:	0.02244%*	0.01856%*	0.02065%*	0.01791%* 0.03277%**	0.01217%* 0.02122%**
4.	ACEMLA Award Based on ACEMLA Credits ASCAP Total Credits in Radio Only (Line 2 x Line 3):	\$326.23*	\$265.66*	\$537.03*	\$443.46* \$811.41**	\$299.74* \$522.64**

\* Excluding works in the Settling Parties Repertories
 \*\* Including works in the Settling Parties Repertories

Thus, if ASCAP's radio survey results are used, and if ACEMLA is entitled to any share at all, ACEMLA should receive between about \$300 and \$523 for 1986. Note that, based on ASCAP's survey results, ACEMLA's 1986 percentage share has declined from 1985, and indeed is lower than in any other year, even though the number of compositions for which survey data was examined has increased.

## IV. Appearance as Sponsoring Witness

Finally, I appear as the sponsoring witness for the following exhibits:

- Settling Parties' Phase II Exhibit 3R (co-sponsor)
- 2. Settling Parties' Phase II Exhibit 4R
- 3. Settling Parties' Phase II Exhibit 5R
- 4. Settling Parties' Phase II Exhibit 6R

#### V. Conclusion

In conclusion, if ACEMLA is entitled to anything, it is the most minimal amount.

SETTLING PARTIES PHASE II EXH. 3R

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TITLES CLAIMED BY ACEMLA IN 1986 DIRECT CASE WHICH ARE IN THE SETTLING PARTIES' COMBINED REPERTORIES

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SETTLING PARTIES PHASE II EXH. 3R

## TITLES CLAIMED BY ACEMLA IN 1986 DIRECT CASE WHICH ARE IN THE SETTLING PARTIES COMBINED REPERTORIES

TITLE	WRITER	PUBLISHER	PERFORMER	<u>86 EXH.</u>
ALEGRE AMANECER	P. MADURO	[PEPITO MADURO]* SPACEM	DANNY RIVERA	1
AMOR A LA LIGERA	İ. SANTIAGO	[MORRO MUSIC CORP.] LAM	M. MOTA	3-9
AMOR COMPRADO	A. ZABALETA	[MUSICA UNICA, INC.]		2-5
AMOR EN EL CAMPO	[SANTIAGO ALVARADO] CHAGO ALVARADO	[PEER INTERNATIONAL CORPORATION] SPACEM	TRIO SAN JUAN	3-2,7,15,31
BAJO LA SOMBRA DE UN PINO	J. ACOSTA	SPACEM	I. SANTIAGO	3-15
BAJO UN PALMAR	[CORDOVA FLORES] P. FLORES	[PEER INTERNATIONAL CORPORATION] SPACEM	J. RODRIGUEZ R.	3-5,13
CANTARES DE NAVIDAD	B. De JESUS	[SOUTHERN PUERTO RICO]	J. ANGEL	1;2-9

\* Bracketed information supplied by Settling Parties. Information not in brackets supplied by ACEMLA.

TITLE	WRITER	PUBLISHER	PERFORMER	<u>86 EXH.</u>
CARINITO	[SANTIAGO ALVARADO] C. ALVARADO	[PEER INTERNATIONAL CORPORATION] SPACEM	TRIO SAN JUAN	3-8
CARITA DE ANGEL	[RAFAEL LANDESTOY] BUYUMBA LANDESTOY	[PEER INTERNATIONAL CORPORATION]		2 - 8
CELOS SIN MOTIVOS	I. SANTIAGO	[MORRO MUSIC CORP.] LAM	ODILIO	2-2;3-3,13
CENIZAS	JULIO ALVARADO	SPACEM	C. GONZALEZ	3-15
COSAS COMO TU	D. (CHAGO) ALVARADO	[PEER INTERNATIONAL CORPORATION] SPACEM	JULIO ANGEL	1;2-8
CUANDO NO HAY CARINO	CHICO ALEJANDRO	[AFUERA MUSIC PUBL.] ACEMLA	W. ROSARIO	1;2-7
CUMBIA ENAMORADA	G. ROMERO	[MUSICA UNICA, INC.]		2-7
CUMBIA UNIVERSAL	[M. VILLANUEVA] I. VILLANUEVA	[PEER INTERNATIONAL CORPORATION/ APRS COLUMBIA]		2-5
DE RODILLAS	B. DE JESUS	[SOUTHERN MUSIC PUBL. CO., INC.] SPACEM	VEGABAJENO	3-13

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TITLE	WRITER	PUBLISHER	PERFORMER	<u>86 EXH.</u>
DESANDANDO	D. (CHAGO) ALVARADO	[PEER INTERNATIONAL CORPORATION] SPACEM	JULIO ANGEL	1;2-8
DESENFUNDA	F. CASTRILLON	SPACEM	GRAN COMBO	1
DESESPERACION	[E. HERNANNEZ] A. BOHORQUEZ	[PEER INTERNATIONAL CORPORATION]		2-2
DONA ROSARIO	[LOPEZ MORALES] J.A. MORALES	[PEER INTERNATIONAL CORPORATION/ APRS-COLUMBIA]		2-1,3
DOS LAZOS	LUZ CELINIA TIRADO	[MORRO MUSIC CORP.]		2-2
EL FIESTON	C. ALEJANDRO	[LUPERON MUSIC PUBL.] ACEMLA	T. PUMAREJO	1;2-5,7
EL HIGUERON	ABEL VILLA	[MUSICA UNICA, INC.]		2-1,3
EL LEQUE LEQUE	SENEN PALACIOS	[VANNER MUSIC INC.]		2-1,3
EL MACHIN	A. RODRIGUEZ	[MUSICA UNICA, INC.]		2-2
EL ZORZAL	PLACIDO ACEVEDO	[PEER INTERNATIONAL CORPORATION]		2-2
EN ESTA NAVIDAD	J. RODRIGUEZ	[PEER INTERNATIONAL CORPORATION]	J. ANGEL	1

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TITLE	WRITER	PUBLISHER	PERFORMER	86 EXH.
EN NOMBRE DE DIOS	[SANTIAGO ALVARADO] D. ALVARADO	[PEER INTERNATIONAL CORPORATION] SPACEM	JULIO ANGEL	1
ENCRUCIJADA	T. SANCHEZ	[CARTAGENA ENTERPRISES, INC.] ACEMLA	G. SANTAROSA	1
ENOJO	R. GLEZ. PENA	SPACEM	JULIO ANGEL	1;2-8
ERES TODO PARA MI	LUZ CELINIA TIRADO	[MORRO MUSIC CORP.]		2-2
FELICES PASCUAS	[CORDOVA FLORES] P. FLORES	[PEER INTERNATIONAL CORPORATION]	J. ANGEL	1
FICHAS NEGRAS	J. RODRIGUEZ	[UNIMUSICA, INC.] SPACEM	J. RODRIGUEZ	3-8,10
HABLAME	ISMAEL SANTIAGO	[MORRO MUSIC CORP.]	ODILIO GONZALEZ	2-2;3-17
IDILIO	[J. RODRIGUEZ/ MOREL J. CAMPOS]	[PEER INTERNATIONAL CORPORATION]	CHARLEY VAZQUEZ	3-23
IRRESISTIBLE	[CORDOVA FLORES] P. FLORES	[PEER INTERNATIONAL CORPORATION] SPACEM	TRES ASES	3-13,27
JOCOSIDADES	G. ROSARIO	{SPACEM} ACEMLA	CONJ. QUISQUEYA	1

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TITLE	WRITER	PUBLISHER	PERFORMER	86 EXH.
LA AGARRADERA	[J. HERRERA] E. HERRERA	[MORRO MUSIC CORP.] EDIM	J. VENTURA	1
LA CHUCHA	CHAGO (JULIO) ALVARADO	[SOUTHERN MUSIC PUBL. CO., INC.] SPACEM	TRIO SAN JUAN	2-8;3-7
LA MEDALLITA	CALIXTO OCHOA	[KUBANEY PUBL. CORP.]		2-1,3
LA MUCURA	[SANDOVAL FUENTES] T. FUENTES	[PEER INTERNATIONAL CORPORATION] EDIM	TRIO UNIVERSITARIO	2-2,3;3-8, 33
LA PIRAGUA	PR	[MUSICA UNICA, INC.]		2-2
LA REVANCHA	[DURAND ALMANZA]	[MUSICA UNICA, INC./PRODEMUS]		2-2
LAS CADENAS	[LUIS ANTONIO SILVA] MORALES RAMOS	[GOLDEN SANDS ENTERPRISES, INC.]		2-2
LLANTO DEL ALMA	[SANTIAGO ALVARADO] CHAGO ALVARADO	[PEER INTERNATIONAL CORPORATION]		2-8
LO Q. ES DE JUAN	PABLO CANTI	[WILLIE COLON MUSIC] ACEMLA	W. COLON	1
LOS REYES NO LLEGARON	ESTEBAN TARONJI	[PEER INTERNATIONAL CORPORATION]		2-9

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TITLE	WRITER	PUBLISHER	PERFORMER	86 EXH.
MARGÔT	HUGO BLANCO	[UNIMUSICA, INC.]	HUGO BLANCO	1
MI ULTIMA CANCION				2-2
MUJER	CHICO ALEJANDRO	[AFUERA MUSIC PUBL.] ACEMLA	BOBBY VALENTIN	1
NO ME NIEGUES TU CARINO	C. ALEJANDRO	[LUPPERON MUSIC PUBL.]		2-5,7
NUESTRO APARTAMENTO	[SANTIAGO ALVARADO] C. ALVARADO	[PEER INTERNATIONAL CORPORATION/ APRS MEXICO] SPACEM	TRIO SAN JUAN	3-11
ORFANDAD	P.D. DAVILA	SPACEM	DAVILITA	3-4,6,12,33
PATACON PISAO	R. CHAVERRA	[MUSICA UNICA, INC.] EDIM	J. VENTURA/ LOS KENTON	1;2-5,7
PERDON	[CORDOVA FLORES] P. FLORES	[PEER INTERNATIONAL CORPORATION] SPACEM	TITO PUENTE/ J. RODRIGUEZ REYES	1;3-21
PESAR	[RAFAEL LANDESTOY] BUYUMBA LANDESTOY	[PEER INTERNATIONAL CORPORATION]		2 - 8
POR TU INDIFERENCIA	[ALFREDO MADINA] LUZ CELINIA TIRADO	[PEER INTERNATIONAL CORPORATION]		2 - 2

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TITLE	WRITER	PUBLISHER	PERFORMER	<u>86 EXH.</u>
PORRO SABANERO	[GABRIEL ROMERO] G.D. ROMERO	[MUSICA UNICA, INC.]		2-1,2,3
PROSIGUE	T. SANCHEZ	[CARTAGENA ENTERPRISES, INC.] LAM/ACEMLA	GRAN COMBO	1
QUE CRITIQUEN	C. ALEJANDRO	[CHUCKY'S PUBL.] ACEMLA/LAM	S. REYES	1;3-4
QUERUBE	[CORDOVA FLORES] P. FLORES	[PEER INTERNATIONAL CORPORATION] SPACEM	LOS CONDES	3-10,11,33
SE VA TERESA	E. FORERO	[UNIMUSICA, INC.] EDIM	MILLY VECINOS	1
SERAS MI CRUZ	J. RODRIGUEZ	[PEER INTERNATIONAL CORPORATION] SPACEM	J. RODRIGUEZ	3-3,5
SIETE NOTAS DE AMOR	D. ALVARADO	[PEER INTERNATIONAL CORPORATION] SPACEM	JULIO ANGEL/ TRIO SAN JUAN	1;3-21,25
SOMBRAS	C. BRITO	[PEER INTERNATIONAL CORPORATION/ APRS MEXICO] SPACEM	TRES GUITARRAS	2-1,3;3-9, 10,17,19
TAMBORES DE CARNAVAL	E. FORERO	[PEER INTERNATIONAL CORPORATION] EDIM	MILLY VECINOS	1

TITLE	WRITER	PUBLISHER	PERFORMER	<u>86 EXH.</u>
TE PERTENEZOD	L.C. TIRADO	[MORRO MUSIC CORP.]		2-9
TODO LO TENIA POSTIZO	G. ROSARIO	[SPACEM]	T. PUMAREJO	1
TOTAL PA QUE	P. CASTRILLON	[CARTAGENA ENTERPRISES, INC.] SPACEM	GRAN COMBO	1
TU ME ACOSTUMBRASTE	[P. DOMINGUEZ/ CARLOS BRANDAO]	[PEER INTERNATIONAL CORPORATION]	CARLOS PIZARRO	3-17
UNA MUJER EN MI VIDA	[RAMOS MORALES] F. MORALES (RAMITO)	[PEER INTERNATIONAL CORPORATION] SPACEM	RAMITO	3-3,7,33
UNA TERCERA PERSONA	L.C. TIRADO	[SOUTHERN MUSIC PUBL. CO., INC.] LAM	ODILIO GONZALEZ	2-8,9;3-9, 11-31
YO SI VIVO BIEN	T. SANCHEZ	[UNIMUSICA, INC.] ACEMLA	T. OLIVENCIA	1

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SETTLING PARTIES PHASE II EXH. 4R

## UNDERLYING DOCUMENTATION REGARDING ASCAP WORKS IN SETTLING PARTIES PHASE II EXHIBIT 3R

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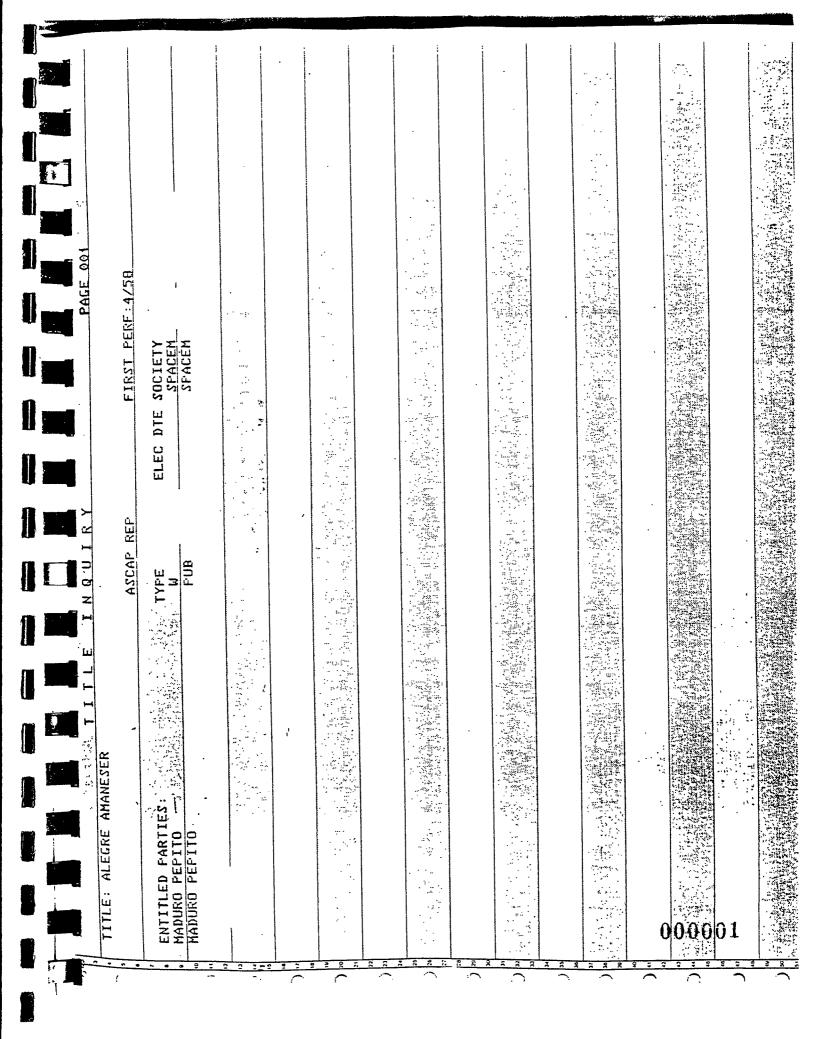
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## Agreement Between

BENITO DE JESUS

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AND

American Society OF Composers, Authors & Publishers 1 LINCOLN PLAZA NEW YORK, N. Y. 10023

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Dated: April 29, 1988

AGREEMENT made between the Undersigned (for brevity called "Owner") and the AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS (for brevity called "Society"), in consideration of the premises and of the mutual covenants hereinafter contained, as follows:

1. The Owner grants to the Society for the term hereof, the right to license non-dramatic public performances (as hereinafter defined), of each musical work:

Of which the Owner is a copyright proprietor; or

Which the Owner, alone, or jointly, or in collaboration with others, wrote, composed, published, acquired or owned, or In which the Owner now has any right, title, interest or control whatsoever, in whole or in part; or

Which hereafter, during the term hereof, may be written, composed, acquired, owned, published or copyrighted by the Owner, alone, jointly or in collaboration with others; or

In which the Owner may hereafter, during the term hereof, have any right, title, interest or control, whatsoever, in whole or in part.

The right to license the public performance of every such musical work shall be deemed granted to the Society by this instrument for the term hereof, immediately upon the work being written, composed, acquired, owned, published or copyrighted.

The rights hereby granted shall include:

(a) All the rights and remedies for enforcing the copyright or copyrights of such musical works, whether such copyrights are in the name of the Owner and/or others, as well as the right to sue under such copyrights in the name of the Society and/or in the name of the Owner and/or others, to the end that the Society may effectively protect and be assured of all the right to such a society may effectively protect and be assured of all the society may effectively protect and be assured of all the right to such a society may effectively protect and be assured of all the society may effectively rights hereby granted.

(b) The non-exclusive right of public performance of the separate numbers, songs, fragments or arrangements, melodies or selections forming part or parts of musical plays and dramatico-musical compositions, the Owner reserving and excepting from this grant the right of performance of musical plays and dramatico-musical compositions in their entirety, or any part of who have or dramatico-musical compositions in their entirety, or any part of such plays or dramatico-musical compositions on the legitimate stage.

(c) The non-exclusive right of public performance by means of radio broadcasting, telephony, "wired wireless," all forms of synchronism with motion pictures, and/or any method of transmitting sound other than television broadcasting.

(d) The non-exclusive right of public performance by television broadcasting; provided, however, that:

(i) This grant does not extend to or include the right to license the public performance by television broadcasting (i) This grant does not extend to or include the right to license the public performance by television broadcasting or otherwise of any rendition or performance of (a) any opera, operetta, musical comedy, play or like production, as such, in whole or in part, or (b) any composition from any opera, operetta, musical comedy, play or like production (whether or not such opera, operetta, musical comedy, play or like production was presented on the stage or in motion picture form) in a manner which recreates the performance of such composition with substantially such distinctive scenery or costume as was used in the presentation of such opera, operetta, musical comedy, play or like production (whether or not such opera, operetta, musical comedy, play or like production was presented on the stage or in motion (whether or not such opera, operetta, musical comedy, play or like production was presented on the stage or in motion (whether or not such opera, operetta, musical comedy, play or like production was presented on the stage or in motion picture form): provided, however, that the rights hereby granted shall be deemed to include a grant of the right to license non-dramatic performances of compositions by television broadcasting of a motion picture containing such compo-sition if the rights in such motion picture other than those granted hereby have been obtained from the parties in interest.

(ii) Nothing herein contained shall be deemed to grant the right to license the public performance by television broadcasting of dramatic performances. Any performance of a separate musical composition which is not a dramatic performance, as defined herein, shall be deemed to be a non-dramatic performance. For the purposes of this agreement, dependent of a monodement of a monodement of a monodement of a monodement of a monodement. a dramatic performance shall mean a performance of a musical composition on a television program in which there is a definite plot depicted by action and where the performance of the musical composition is woven into and carries forward the plot and the musical composition is woven into and carries forward the plot and its accompanying action. The use of dialogue to establish a mere program format or the use of any non-dramatic device merely to introduce a performance of a composition shall not be deemed to make such performance dramatic.

(iii) The definition of the terms "dramatic" and "non-dramatic" performances contained herein are purely for the purposes of this agreement and for the term thereof and shall not be binding upon or prejudicial to any position taken by either of us subsequent to the term hereof or for any purpose other than this agreement.

(e) The Owner may at any time and from time to time, in good faith, restrict the radio or television broadcasting of compositions from musical comedies, operas, operettas and motion pictures, or any other composition being excessively broad-cast, only for the purpose of preventing harmful effect upon such musical comedies, operas, operettas, motion pictures or compositions, in respect of other interests under the copyrights thereof; provided, however, that the right to grant limited licenses will be given, upon application, as to restricted compositions, if and when the Owner is unable to show reasonable hazards to his or its major interests likely to result from such radio or television broadcasting; and provided further that such right to restrict any such composition shall not be exercised for the purpose of permitting the fixing or regulating of fees for the recording or transcribing of such composition, after the initial radio or television broadcast thereof, be restricted for the purpose of confining further radio or television broadcast thereof, be restricted for the Owner may also at any time and from time to time, in good faith, restrict the radio or television broadcasting of any compo-sition, as to which any suit has been brought or threatened on a claim that such composition infringes a composition not contained in the repertory of Society or on a claim by a non-member of Society that Society does not have the right to license the public performance of such composition by radio or television broadcasting. (e) The Owner may at any time and from time to time, in good faith, restrict the radio or television broadcasting of

The term of this agreement shall be for a period commencing on the date hereof and expiring on the 31st day of December, 1995.

3. The Society agrees, during the term hereof, in good faith to use its best endeavors to promote and carry out the objects for which it was organized, and to hold and apply all royalties, profits, benefits and advantages arising from the exploitation of the rights assigned to it by its several members, including the Owner, to the uses and purposes as provided in its Articles of Association (which are hereby incorporated by reference), as now in force or as hereafter amended.

4. The Owner hereby irrevocably, during the term hereof, authorizes, empowers and vests in the Society the right to enforce and protect such rights of public performance under any and all copyrights, whether standing in the name of the Owner and/or others, in any and all works copyrighted by the Owner, and/or by others; to prevent the infringement thereof, to litigate, collect and receipt for damages arising from infringement, and in its sole judgment to join the Owner and/or others in whose names the copyright may stand, as parties plaintiff or defendants in suits or proceedings; to bring suit in the name of the Owner and/or in the name of the Society, or others in whose name the copyright may stand, or otherwise, and to release, compromise, or refer to arbitration any actions, in the same manner and to the same extent and to all intents and purposes as the Owner might or could do, had this instrument not been made.

5. The Owner hereby makes, constitutes and appoints the Society, or its successor, the Owner's true and lawful attorney, irrevocably during the term hereof, and in the name of the Society or its successor, or in the name of the Owner, or otherwise, to do all acts, take all proceedings, execute, acknowledge and deliver any and all instruments, papers, documents, process and pleadings that may be necessary, proper or expedient to restrain infringements and recover damages in respect to or for the infringement or other violation of the rights of public performance in such works, and to discontinue, compromise or refer to arbitration any such proceedings or actions, or to make any other disposition of the differences in relation to the premises.

6. The Owner agrees from time to time, to execute, acknowledge and deliver to the Society, such assurances, powers of attorney or other authorizations or instruments as the Society may deem necessary or expedient to enable it to exercise, enjoy and enforce, in its own name or otherwise, all rights and remedies aforesaid.

7. It is mutually agreed that during the term hereof the Board of Directors of the Society shall be composed of an equal number of writers and publishers respectively, and that the royalties distributed by the Board of Directors shall be divided into two (2) equal sums, and one (1) each of such sums credited respectively to and for division amongst (a) the writer members, and (b) the publisher members, in accordance with the system of distribution and classification as determined by the Classification Committee of each group, in accordance with the Articles of Association as they may be amended from time to time, except that the classification of the Owner within his class may be changed.

8. The Owner agrees that his classification in the Society as determined from time to time by the Classification Committee of his group and/or The Board of Directors of the Society, in case of appeal by him, shall be final, conclusive and binding upon him.

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

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

9. "Public Performance" Defined. The term "public performance" shall be construed to mean vocal, instrumental and/or mechanical renditions and representations in any manner or by any method whatsoever, including transmissions by radio and television broadcasting stations, transmission by telephony and/or "wired wireless"; and/or reproductions of performances and renditions by means of devices for reproducing sound recorded in synchronism or timed relation with the taking of motion pictures.

10. "Musical Works" Defined. The phrase "musical works" shall be construed to mean musical compositions and dramatico-musical compositions, the words and music thereof, and the respective arrangements thereof, and the selections therefrom.

11. The powers, rights, authorities and privileges by this instrument vested in the Society, are deemed to include the World, provided, however, that such grant of rights for foreign countries shall be subject to any agreements now in effect, a list of which are noted on the reverse side hereof.

12. The grant made herein by the owner is modified by and subject to the provisions of (a) the Amended Final Judgment (Civil Action No. 13-95) dated March 14, 1950 in U. S. A. v. ASCAP as further amended by Order dated January 7, 1960, (b) the Final Judgment (Civil Action No. 42-245) in U. S. A. v. ASCAP, dated March 14, 1950, and (c) the provisions of the Articles of Association and resolutions of the Board of Directors adopted pursuant to such judgments and order.

SIGNED, SEALED AND DELIVERED, on this 29th day of April 19.88

Owner

) BENITO DE JESUS

OF COMPOSERS, UBLISHERS, Society President

## FOREIGN AGREEMENTS AT THIS DATE IN EFFECT

(See paragraph 11 of the within agreement)

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Membership Number:

April 3, 1985

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

Gentlemen:

With respect to the membership agreement entered into between us for the period January 1, 1976 through December 31, 1985, you and the undersigned hereby agree to extend the agreement and all the terms, conditions and provisions thereof for all purposes for a further period of ten (10) years, so that it shall expire on the 31st day of December, 1995, instead of on the 31st day of December, 1985.

The signature of the Society's President under the word "ACCEPTED" together with the signature of the undersigned, will make this a valid, binding and enforceable agreement between us.

Sincerely yours,

SOUTHERN MUSIC PUBL CO INC

By Mining Man H Signature

RALPH PEER, II - PRESIDENT

(Please print your name and title)

ACCEPTED:

AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS

By: President

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(Record album and index card rec'd 5/13/86 from memb. dept.)AT

June 10, 1985

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

Gentlemen:

With respect to the membership agreement entered into between us for the period January 1, 1976 through December 31, 1985, you and the undersigned hereby agree to extend the agreement and all the terms, conditions and provisions thereof for all purposes for a further period of ten (10) years, so that it shall expire on the 31st day of December, 1995, instead of on the 31st day of December, 1985.

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Sincerely yours,

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ACCEPTED:

AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS

Ву:\_\_\_

President

April 3, 1985

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

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The signature of the Society's President under the word "ACCEPTED" together with the signature of the undersigned, will make this a valid, binding and enforceable agreement between us.

Sincerely yours,

BOBBY VALENTINE, doing business as AFUERA MUSIC PUBL

ACCEPTED:

AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS

President

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## Agreement Between

BENITO DE JESUS

AND

American Society OF Composers, Authors & Publishers 1 LINCOLN PLAZA NEW YORK, N. Y. 10023

Dated: April 29, 1988



AGREEMENT made between the Undersigned (for brevity called "Owner") and the AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS (for brevity called "Society"), in consideration of the premises and of the mutual covenants hereinafter contained, as follows:

1. The Owner grants to the Society for the term hereof, the right to license non-dramatic public performances (as hereinafter defined), of each musical work:

Of which the Owner is a copyright proprietor; or

Which the Owner, alone, or jointly, or in collaboration with others, wrote, composed, published, acquired or owned, or In which the Owner now has any right, title, interest or control whatsoever, in whole or in part; or

Which hereafter, during the term hereof, may be written, composed, acquired, owned, published or copyrighted by the Owner, alone, jointly or in collaboration with others; or

In which the Owner may hereafter, during the term hereof, have any right, title, interest or control, whatsoever, in whole or in part.

The right to license the public performance of every such musical work shall be deemed granted to the Society by this instrument for the term hereof, immediately upon the work being written, composed, acquired, owned, published or copyrighted.

The rights hereby granted shall include:

(a) All the rights and remedies for enforcing the copyright or copyrights of such musical works, whether such copyrights are in the name of the Owner and/or others, as well as the right to sue under such copyrights in the name of the Society and/or in the name of the Owner and/or others, to the end that the Society may effectively protect and be assured of all the society may effectively protect and be assured of all the rights hereby granted.

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(d) The non-exclusive right of public performance by television broadcasting; provided, however, that:

(a) The non-exclusive right of public performance by television broadcasting; provided, however, that (i) This grant does not extend to or include the right to license the public performance by television broadcasting or otherwise of any rendition or performance of (a) any opera, operetta, musical comedy, play or like production, as such, in whole or in part, or (b) any composition from any opera, operetta, musical comedy, play or like production (whether or not such opera, operetta, musical comedy, play or like production was presented on the stage or in motion picture form) in a manner which recreates the performance of such composition with substantially such distinctive scenery or costume as was used in the presentation of such opera, operetta, musical comedy, play or like production (whether or not such opera, operetta, musical comedy, play or like production was presented on the stage or in motion (whether or not such opera, operetta, musical comedy, play or like production was presented on the stage or in motion (whether or not such opera, operetta, musical comedy, play or like production was presented on the stage or in motion picture form): provided, however, that the rights hereby granted shall be deemed to include a grant of the right to license non-dramatic performances of compositions by television broadcasting of a motion picture containing such compo-sition if the rights in such motion picture other than those granted hereby have been obtained from the parties in interest.

(ii) Nothing herein contained shall be deemed to grant the right to license the public performance by television broadcasting of dramatic performances. Any performance of a separate musical composition which is not a dramatic performance, as defined herein, shall be deemed to be a non-dramatic performance. For the purposes of this agreement, a dramatic performance shall mean a performance of a musical composition on a television program in which there is a definite plot depicted by action and where the performance of the musical composition is woven into and carries forward the plot and its accompanying action. The use of dialogue to establish a mere program format or the use of any non-dramatic device merely to introduce a performance of a composition shall not be deemed to make such performance dependie. dramatic.

(iii) The definition of the terms "dramatic" and "non-dramatic" performances contained herein are purely for the purposes of this agreement and for the term thereof and shall not be binding upon or prejudicial to any position taken by either of us subsequent to the term hereof or for any purpose other than this agreement.

(e) The Owner may at any time and from time to time, in good faith, restrict the radio or television broadcasting of compositions from musical comedies, operas, operettas and motion pictures, or any other composition being excessively broad-compositions from musical comedies, operas, operettas and motion pictures, or any other composition being excessively broad-cast, only for the purpose of preventing harmful effect upon such musical comedies, operas, operettas, motion pictures or compositions, in respect of other interests under the copyrights thereof; provided, however, that the right to grant limited licenses will be given, upon application, as to restricted compositions, if and when the Owner is unable to show reasonable hazards to his or its major interests likely to result from such radio or television broadcasting; and provided further that such right to restrict any such composition shall not be exercised for the purpose of permitting the fixing or regulating of fees for the recording or transcribing of such composition, and provided further that in no case shall any charges. "Iree plugs", or other consideration be required in respect of any permission granted to perform a restricted composition; and provided further that in no event shall any composition broadcasts thereof to a particular artist, station, network or program. The Owner may also at any time and from time to time, in good faith, restrict the radio or television broadcasting of any compo-sition, as to which any suit has been brought or threatened on a claim that such composition infringes a composition not contained in the repertory of Society or on a claim by a non-member of Society that Society does not have the right to license the public performance of such composition by radio or television broadcasting.

2. The term of this agreement shall be for a period commencing on the date hereof and expiring on the 31st day of December, 1995.

3. The Society agrees, during the term hereof, in good faith to use its best endeavors to promote and carry out the objects for which it was organized, and to hold and apply all royalties, profits, benefits and advantages arising from the exploitation of the rights assigned to it by its several members, including the Owner, to the uses and purposes as provided in its detailer of description (which are benefit) are benefit and advantages arising from the several members. in its Articles of Association (which are hereby incorporated by reference), as now in force or as hereafter amended.

4. The Owner hereby irrevocably, during the term hereof, authorizes, empowers and vests in the Society the right to enforce and protect such rights of public performance under any and all copyrights, whether standing in the name of the Owner and/or others. in any and all works copyrighted by the Owner, and/or by others; to prevent the infringement thereof, to litigate, collect and receipt for damages arising from infringement, and in its sole judgment to join the Owner and/or others in whose names the copyright may stand, as parties plaintiff or defendants in suits or proceedings; to bring suit in the name of the Owner and/or in the name of the Society, or others in whose name the copyright may stand, or otherswise, and to release, compromise, or refer to arbitration any actions, in the same manner and to the same extent and to all intents and purposes as the Owner might or could do, had this instrument not been made.

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6. The Owner agrees from time to time, to execute, acknowledge and deliver to the Society, such assurances, powers of attorney or other authorizations or instruments as the Society may deem necessary or expedient to enable it to exercise, enjoy and enforce, in its own name or otherwise, all rights and remedies aforesaid.

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SIGNED, SEALED AND DELIVERED, on this 29th day of April 19.88

Owner BENITO DE JESUS

OF COMPOSERS. AMERICA UBLISHERS, President

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### FOREIGN AGREEMENTS AT THIS DATE IN EFFECT

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1997 - 1994

April 3, 1985

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

Gentlemen:

With respect to the membership agreement entered into between us for the period January 1, 1976 through December 31, 1985, you and the undersigned hereby agree to extend the agreement and all the terms, conditions and provisions thereof for all purposes for a further period of ten (10) years, so that it shall expire on the 31st day of December, 1995, instead of on the 31st day of December, 1985.

The signature of the Society's President under the word "ACCEPTED" together with the signature of the undersigned, will make this a valid, binding and enforceable agreement between us.

Sincerely yours,

SOUTHERN MUSIC PUBL CO INC

By Mary Mary H Signature

RALPH PEER, II - PRESIDENT

(Please print your name and title)

ACCEPTED:

AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS

By: President

DESENFUNDA

1

### Felix Castrillon (SPACEM) PSEUX CARTAGENA PUBLISHING ASCAP CARTAGENA ENTERPRISES INC

Combo Reds RSCLP2045 (LF) El Gran Combo de Puerto Rico (ALE: "Nuestra Musica") (Ascar record info list rec'd 2/25/86, from Cartagena Publishing enclosed with record album and index card, ntd 3/13/56)AT

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No.

Rec'd November 17, 1986

### Agreement Between

CARTAGENA ENTERPRISES, INC.

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AND

American Society of Composers, Authors & Publishers 1 LINCOLN PLAZA NEW YORK, N. Y. 10023

Dated: November 13, 1986

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AGREEMENT made between the Undersigned (for brevity called "Oueser") and the AMERICAN SOCIETY 07 COMPOSERS, AUTHORS AND PUBLISHERS (for brevity called "Society"), in consideration of the promises and of the mutual covenants hereinafter contained, as follows:

. .

1. The Owner grants to the Society for the term hereof, the right to license non-dramatic public performances (as hereinafter defined), of each musical work:

Of which the Owner is a copyright proprietor; or

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Which the Owner, alone, or jointly, or in collaboration with others, wrote, composed, published, acquired or owned; or In which the Owner now has any right, title, interest or control whatsoever, in whole or in part; or

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Which hereafter, during the term hereof, may be written, composed, acquired, owned, published or copyrighted by the Owner, alone, jointly or in collaboration with others; or

In which the Ouner may hereafter, during the term hereof, have any right, title, interest or control, whatsoever, in whole or in part.

The right to license the public performance of every such musical work shall be deemed granted to the Society by this instrument for the term hereof, immediately upon the work being written, composed, acquired, owned, published or copyrighted.

The rights hereby granted shall include:

.....

(a) All the rights and remadies for enforcing the copyright or copyrights of such musical works, whether such copyrights are in the name of the Owner and/or others, as well as the right to sue under such copyrights in the name of the Society and/or in the name of the Owner and/or others, to the end that the Society may effectively protect and be assured of all the rights hereby granted.

(b) The non-exclusive right of public performance of the separate numbers, songs, fragments or arrangements, melodies or selections forming part or parts of musical plays and dramatico-musical compositions, the Owner reserving and excepting from this grant the right of performance of musical plays and dramatico-musical compositions in their entirety, or any part of such plays or dramatico-musical compositions on the legitimate stage.

(c) The non-exclusive right of public performance by means of radio broadcasting, telephony, "wired wireless," all forms of synchronism with motion pictures, and/or any method of transmitting sound other than television broadcasting.

(d) The non-exclusive right of public performance by television broadcasting; provided, however, that:

(i) This grant does not extend to or include the right to license the public performance by television broadcasting or otherwise of any rendition or performance of (a) any opera, operetta, musical comedy, play or like production, as such, in whole or in part, or (b) any composition from any opera, operetta, musical comedy, play or like production (whether or not such opera, operetta, musical comedy, play or like production was presented on the stage or in motion picture form) in a manner which recreates the performance of such composition with substantially such distinctive scenery or costume as was used in the presentation of such opera, operetta, musical comedy, play or like production (whether or not such opera, operetta, musical comedy, play or like production was presented on the stage or in motion (whether or not such opera, operetta, musical comedy, play or like production was presented on the stage or in motion (whether or not such opera, operetta, musical comedy, play or like production was presented on the stage or in motion picture form): provided, however, that the rights hereby granted shall be deemed to include a grant of the right to license non-dramatic performances of compositions by television broadcasting of a motion picture containing such composition if the rights in such motion picture other than those granted hereby have been obtained from the parties in intrest.

(ii) Nothing herein contained shall be deemed to grant the right to license the public performance by television broadcasting of dramatic performances. Any performance of a separate musical composition which is not a dramatic performance, as defined herein, shall be deemed to be a non-dramatic performance. For the purposes of this agreement, a dramatic performance shall mean a performance of a musical composition on a television program in which there is a definite plot depicted by action and where the performance of the musical composition is woven into and carries forward the plot and its accompanying action. The use of dialogue to establish a mere program format or the use of any non-dramatic device merely to introduce a performance of a composition shall not be seemed to make such performance of a matric.

(iii) The definition of the terms "dramatic" and "non-dramatic" performances contained herein are purely for the purposes of this agreement and for the term thereof and shall not be binding upon or prejudicial to any position taken by either of us subsequent to the term hereof or for any purpose other than this agreement.

(e) The Owner may at any time and from time to time, in good faith, restrict the radio or television broadcasting of compositions from musical comedies, operas, operettas and motion pictures, or any other composition being excessively broadcast, only for the purpose of preventing harmful effect upon such musical comedies, operas, operettas, motion pictures or compositions, in respect of other interests under the copyrights thereof; provided, however, that the right to grant limited licenses will be given, upon application, as to restricted compositions, if and when the Owner is unable to show reasonable hazards to his or its major interests likely to result from such radio or television broadcasting, and provided further that such right to restrict any such composition shall not be exercised for the purpose of permitting the fixing or regulating of fees for other consideration be required in respect of any permission granted to perform a restricted composition, and provided further that in no event shall any composition, after the initial radio or television broadcast thereof, be restricted for the purpose of confining further radio or television broadcast thereof, be restricted for the purpose of confining further radio or television broadcast thereof to a particular artist, station, network or program. The *Owner* may also at any time and from time to tune, in good faith, restrict the radio or television broadcasting of any composition, as to which any suit has been brought or threatened on a claim that such composition infringes a composition not contained in the repertory of *Suciety* or on a claum by a non-member of *Society* that *Society* does not have the right to license the public performance of such composition by radio or television broadcasting.

2. The term of this agreement shall be for a period commencing on the date hereof and expiring on the 31st day of December, 1995.

3. The Society agrees, during the term hereof, in good faith to use its best endeavors to promote and carry out the objects for which it was organized, and to hold and apply all royalties, profits, benefits and solvantages arising from the exploitation of the rights assigned to it by its several members, including the Owner, to the uses and purposes as provided in its Articles of Association (which are hereby incorporated by reference), as now in force or as hereafter amended.

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4. The Owner hereby irrevocably, during the term bescof, asthorizes, empowers and vests in the Society the right to enforce and protect such rights of , while performance under any and all copyrights, whether standing in the name of the Owner and/or others, in any and all works capyrighted by the Owner, and/or by others; to prevent the infringement thereof, to litigate, collect and receipt for damages arising from infringement, and in its sole judgment to join the Owner and/or others in whose names the copyright may stand, as parties plaintiff or defendants in suits or proceedings; to bring suit in the name of the Society, or others in whose name the copyright may stand, or otherwise, and to release, compromise, or refer to arbitration any actions, in the same manner and to the same extent and to all intents and purposes as the Owner might or could do, had this instrument not been made.

5. The Owner hereby makes, constitutes and appoints the Society, or its successor, the Owner's true and lawful attorney, irrevocably during the term hereof, and in the name of the Society or its successor, or in the same of the Owner, or otherwise, to do all acts, take all proceedings, execute, acknowledge and deliver any and all instruments, papers, documents, process and plaedings that may be necessary, proper or expedient to restrain infringements and recover damages in respect to or for the infringement or other violation of the rights of public performance in such works, and to discontinue, compromise or refer to arbitration any such proceedings or actions, or to make any other disposition of the differences in relation to the premises.

6. The Owner agrees from time to time, to execute, acknowledge and deliver to the Society, such assurances, powers of attorney or other authorizations or instruments as the Society may deem necessary or expedient to enable it to exercise, enjoy and enforce, in its own name or otherwise, all rights and remedies aforesaid.

7. It is mutually agreed that during the term hereof the Board of Disactors of the Society shall be composed of an equal number of writers and publishers respectively, and that the royalties distributed by the Board of Directors shall be divided into two (2) equal sums, as J one (1) each of such sums credited respectively to and for division amongst (a) the writer members, and (b) the publisher members, in accordance with the system of distribution and classification as determined by the Classification Committee of each group, in accordance with the Articles of Association as they may be amended from time to time, except that the classification of the Owner within his class may be changed.

8 The Owner agrees that his classification in the Society as determined from time to time by the Classification Committee of his group and/or The Board of Directors of the Society, in case of appeal by him, shall be final, conclusive and binding upon him.

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

The Society shall have the right to adopt from time to time such systems, means, methods and formulae for the establishment of a member's status in respect of classification as will assure a fair, just and equitable distribution of royalties among the memi-wiship.

9. " ablic Performance" Defined. The term "public performance" shall be construed to mean vocal, instrumental and/or m. hanical renditions and representations in any manner or by any method whatsoever, including transmissions by radio and elevision broad asting stations, transmission by telephony and/or "wired wireless"; and/or reproductions of performances not renditions by means of devices for reproducing sound recorded in synchronism or timed relation with the taking of re-tion pictures.

10. "E sical Works" Lefined. The phrase "musical works" shall be construed to mean musical compositions and dramatico- v...d comp. sitions, the words and music thereof, and the respective arrangements thereof, and the selections thereof.

11. The powers, rights, authorities and privileges by this instrument vested in the Society, are deemed to include the World, provided, however, that such grant of rights for foreign countries shall be subject to any agreements now in effect, a list of which are noted on the reverse side hereof.

12. The grant made herein by the owner is modified by and subject to the provisions of (a) the Amended Final Judgment (Civil Action No. 13-95) dated March 14, 1950 in U. S. A. v. ASCAP as further amended by Order dated January 7, 1960, (b) the Final Judgment (Civil Action No. 42-245) in U. S. A. v. ASCAP, dated March 14, 1950, and (c) the provisions of the Articles of Association and resolutions of the Board of Directors adopted pursuant to such judgments and order.

day of Movember 19.8 SIGNED, SEALED AND DELIVERED, on this

(	AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS,
Society (	Marky June
1	President

ENTERPRISES, INC. CARTAGENA Ounce Prosident

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Chico Alejandro Luperon Music Pub.

VIVA (LP) TAVIN PUMAREJO Y EL CONCUNTO SUBSCUEYA (ALE:" EL HIGADO")

(Record album rec'd from remb. dert., nto 12/3/30)47

June 10, 1985

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

Gentlemen:

With respect to the membership agreement entered into between us for the period January 1, 1976 through December 31, 1985, you and the undersigned hereby agree to extend the agreement and all the terms, conditions and provisions thereof for all purposes for a further period of ten (10) years, so that it shall expire on the 31st day of December, 1995, instead of on the 31st day of December, 1985.

The signature of the Society's President under the word "ACCEPTED" together with the signature of the undersigned, will make this a valid, binding and enforceable agreement between us.

Sincerely yours,

ACCEPTED:

AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS

President

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<u>1986-1995</u>	5 No. NQV Z 1 1996 Rec'd
	ALEJANDRO VILLAMAN & CARMEN SANTIAGO co-partners, doing business as LUPERON MUSIC PUBLISHERS
	AND American Society OF Composers, Authors & Publishers 1 LINCOLN PLAZA NEW YORK, N. Y. 10023
	Dated: 11/17/86
	000026

AGREEMENT made between the Undersigned (for brevity called "Owner") and the AMERICAN SOCIETY OF COMPLISERS, AUTHORS AND PUBLISHERS (for brevity called "Society"), in consideration of the promises and of the mutual covenants hereinafter contained, as follows:

1. The Owner grants to the Society for the term hereof, the right to ticense non-dramatic public performances (as hereinafter defined), of each musical work:

Of which the Owner is a copyright proprietos; or

Which the Owner, alone, or jointly, or in collaboration with others, wrote, composed, published, acquired or owned, or In which the Oroner now has any right, title, interest or control whatsoever, in whole or in part; or

Which hereafter, during the term hereof, may be written, composed, acquired, owned, published or copyrighted by the Owner, alone, jointly or in collaboration with others; or

In which the Owner may hereafter, during the term hereof, have any right, title, interest or control, whatsorver, in whole or in part.

The right to license the public performance of every such musical work shall be deemed granted to the Society by this instrument for the term hereof, immediately upon the work being written, composed, acquired, owned, published or copyrighted.

#### The rights hereby granted shall include:

(a) All the rights and remedies for enforcing the copyright or copyrights of such musical works, whether such copyrights are in the name of the Owner and/or others, as well as the right to sue under such copyrights in the name of the Society and/or in the name of the Owner and/or others, to the end that the Society may effectively protect and be assured of all the rights hereby granted.

(b) The non-exclusive right of public performance of the separate numbers, songs, fragments or arrangements, melodies or selections forming part or parts of musical plays and dramatico-musical compositions, the Owner reserving and excepting from this grant the right of performance of musical plays and dramatico-musical compositions in their entirety, or any part of such plays or dramatico-musical compositions on the legitimate stage.

(c) The non-exclusive right of public performance by means of radio broadcasting, telephony, "wired wireless," all forms of synchronism with motion pictures, and/or any method of transmitting sound other than television broadcasting.

(d) The non-exclusive right of public performance by television broadcasting; provided, however, that:

(d) The non-exclusive right of public performance by felevision broadcasting; provided, nowever, that: (i) This grant does not extend to or include the right to license the public performance by television broadcasting or otherwise of any rendition or performance of (a) any opera, operetta, musical comedy, play or like production, as such, in whole or in part, or (b) any composition from any opera, operetta, musical comedy, play or like production (whether or not such opera, operetta, musical comedy, play or like production was presented on the stage or in motion picture form) in a manner which recreates the performance of such composition with substantially such distinctive scenery or costume as was used in the presentation of such opera, operetta, musical comedy, play or like production (whether or not such opera, operetta, musical comedy, play or like production was presented on the stage or in motion picture form): provided, however, that the rights hereby granted shall be deemed to include a grant of the right to license non-dramatic performances of compositions by television broadcasting of a motion picture containing such compo-sition if the rights in such motion picture other than those granted hereby have been obtained from the parties in interest.

(ii) Nothing herein contained shall be deemed to grant the right to license the public performance by television broadcasting of dramatic performances. Any performance of a separate musical composition which is not a dramatic performance, as defined herein, shall be deemed to be a non-dramatic performance. For the purposes of this agreement, a dramatic performance shall mean a performance of a musical composition on a television program in which there is a definite plot depicted by action and where the performance of the musical composition is woven into and carries forward the plot and its accompanying action. The use of di logue to establish a mere program format or the use of any non-dramatic device merely to introduce a performance of a composition shall not be deemed to make such performance of a composition shall not be deemed to make such performance of a musical composition shall not be deemed to make such performance of a composition shall not be deemed to make such performance of the supersonal shall not be deemed to make such performance of the supersonal shall not be deemed to make such performance of the supersonal shall not be deemed to make such performance of the supersonal shall not be deemed to make such performance of the supersonal shall not be deemed to make such performance of the supersonal shall not be deemed to make such performance of the supersonal shall not be deemed to make such performance of the supersonal shall not be deemed to make such performance of the supersonal states of the superson dramatic.

(iii) The definition of the terms "dramatic" and "non-dramatic" performances contained herein are purely for the purpose of this agreement and for the term thereof and shall not be binding upon or prejudicial to any position taken by either of us subsequent to the term hereof or for any purpose other than this agreement.

(e) The Owner may at any time and from time to time, in good faith, restrict the radio or television broadcasture of compositions from musical comedies, operas, operettas and motion pictures, or any other composition being excessively broad-cast, only for the purpose of preventing harmful effect upon such musical comedies, operas, operettas, motion pictures or compositions, in respect of other interests under the copyrights thereof; provided, however, that the right to grant limited licenses will be given, upon application, as to restricted compositions, if and when the Owner is unable to show reasonable hazards to his or its major interests likely to result from such radio or television broadcasting, and provided further that such right to restrict any such composition shall not be exercised for the purpose of permitting the fixing or regulating of fees for the recording or transcribing of such composition, and provided further that in no case shall any charges, "free plugs other consideration be required in respect of any permission granted to perform a restricted composition; and provided further that in no event shall any composition, alter the initial radio or television broadcast thereof, be restricted for the purpose of confining further radio or television broadcasts thereof to a particular artist, station, network or program. The Owner may also at any time and from time to tune, in good faith, restrict the radio or television broadcasting of any composition, as to which any suit has been brought or threatened on a claim that such composition infringes a composition not contained in the repettory of Society or on a claim by a non-member of Society that Society does not have the right to license the public performance of such composition by radio or television broadcasting.

The term of this agreement shall be for a period commencing on the date hereof and expiring on the 31st  $d_{ab}$  : December, 1935.

3. The Society agrees, during the term hereof, in good faith to use its best endeavors to promote and carry out the objects for which it was organized, and to hold and apply all royaltes, profits, benefits and advantages aroing from the exploitation of the rights assigned to it by its several members, including the Owner, to the uses and purposes as provided in its Articles of Association (which are hereby incorporated by reference), as now in force or as hereafter amended.

4. The Owner hereby irrevocably, during the term hereof, authorizes, empowers and vests in the Society the right to enforce and protect such rights of public performance under any and all copyrights, whether standing in the name of the Owner and/or others, in any and all works copyrighted by the Owner, and/or by others, to prevent the infringament thereof, to litigate, collect and receipt for damages arising from infringement, and in its sole judgment to join the Owner and/or others in whose names the copyright may stand, as parties plaintiff or defendants in suits or proceedings; to bring suit in the name of the Owner and/or in the name of the Society, or others in whose name the copyright may stand, or otherwise, and to release, compromise, or refer to arbitration any actions, in the same manner and to the same extent and to all intents and purposes as the Owner might or could do, had this instrument not been made.

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المحارب كوبار ومعاورته المراري المراجع ومناصبتها المراري والروا

5. The Owner hereby makes, constitutes and appoints the Society, or its successor, the Owner's true and lawful attorney, irrevocably during the term hereof, and in the name of the Society or its successor, or in the name of the Owner, or otherwise, to do all acts, take all proceedings, execute, acknowledge and deliver any and all instruments, papers, documents, process and pleadings that may be necessary, proper or expedient to restrain infringements and recover damages in respect to or for the infringement or other violation of the rights of public performance in such works, and to discontinue, compromise or refer to arbitration any such proceedings or actions, or to make any other disposition of the differences in relation to the premises.

6. The Owner agrees from time to time, to execute, acknowledge and deliver to the Society, such assurances, powers of attorney or other authorizations or instruments as the Society may deem accessary or expedient to enable it to exercise, enjoy and enforce, in its own name or otherwise, all rights and remedies aforesaid.

7. It is mutually agreed that during the term hereof the Board of Directors of the Society shall be composed of an equal number of writers and publishers respectively, and that the royalties distributed by the Board of Directors shall be divided into two (2) equal sums, and one (1) each of such sums credited respectively to and for division amongst (a) the writer members, and (b) the publisher members, in accordance with the system of distribution and classification as determined by the Classification Committee of each group, in accordance with the Articles of Association as they may be amended from time to time, except that the classification of the Owner within his class may be changed.

8. The Owner agrees that his classification in the Society as determined from time to time by the Classification Committee of his group and/or The Board of Directors of the Society, in case of appeal by him, shall be final, conclusive and binding upon him.

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12. The grant made herein by the owner is modified by and subject to the provisions of (a) the Amended Final Judgment (Civil Action No. 13-95) dated March 14, 1950 in U. S. A. v. ASCAP as further amended by Order dated January 7, 1960, (b) the Final Judgment (Civil Action No. 42-245) in U. S. A. v. ASCAP, dated March 14, 1950, and (c) the provisions of the Articles of Association and resolutions of the Board of Directors adopted pursuant to such judgments and order.

> ALEJANDRO VILLAMAN & CARMEN SANTIAGO co-partners, doing business as LUPERON MUSIC PUBLISHERS

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AMERICAN SOCIETY OF COMPOSERS THORS AND PRELISHERS. Pre-ident

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	(DURACION EN MINUTOS)
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PORCENTALE EXIGIDO POR EL EDITOR COMO HONORARIC I ISI ESTA EN CI UNA COPIA CON FECHA DE VIGENCIAI	:
ESCRIBALAS OBSERVACIONES Y CONTRACTOS CON SUB-EDITOFESA	NUM DE ENTRACA DE DEREC-OS DE AUTOR NO ESCRIBA EN ESTA ESPACIO JUN 2 2 1967

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April 3, 1985

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

Gentlemen:

With respect to the membership agreement entered into between us for the period January 1, 1976 through December 31, 1985, you and the undersigned hereby agree to extend the agreement and all the terms, conditions and provisions thereof for all purposes for a further period of ten (10) years, so that it shall expire on the 31st day of December, 1995, instead of on the 31st day of December, 1985.

The signature of the Society's President under the word "ACCEPTED" together with the signature of the undersigned, will make this a valid, binding and enforceable agreement between us.

Sincerely yours,

VANDER MUSIC INC Signature HHI21ES LTREVER (Please print your name and title)

ACCEPTED:

AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS

By: President

TITLE:	(DURATION IN MINUTES)
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COMPOSER (AFFILIATION)	DN)
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	<u>1986-1995</u>	<b>No.</b>	
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		Rec'd	November 17, 1986
		Agreement Between	
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		CARTAGENA ENTERPRISES, INC.	
		AND	
		American Society	
		oF Composers, Authors & Publishers	
		1 LINCOLN PLAZA	
		NEW YORK, N. Y. 10023	
•			
		Dated	: November 13, 1986
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AGREEMENT made between the Undersigned (for brevity called "Owner") and the AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS (for brevity called "Society"), in consideration of the premises and of the mutual covenants hereinafter contained, as follows:

• • • • • •

1. The Owner grants to the Society for the term hereof, the right to license non-dramatic public performances (as hereinafter defined), of each musical work:

Of which the Owner is a copyright proprietor; or

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Which the Owner, alone, or jointly, or in collaboration with others, wrote, composed, published, acquired or owned; or In which the Owner now has any right, title, interest or control whatsoever, in whole or in part; or

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Which hereafter, during the term hereof, may be written, composed, acquired, owned, published or copyrighted by the Owner, alone, jointly or in collaboration with others; or

In which the Owner may hereafter, during the term hereof, have any right, title, interest or control, whatsoever, in whole or in part.

The right to license the public performance of every such musical work shall be deemed granted to the Society by this instrument for the term hereof, immediately upon the work being written, composed, acquired, owned, published or copyrighted

#### The rights hereby granted shall include:

• • • • •

(a) All the rights and remedies for enforcing the copyright or copyrights of such musical works, whether such copyrights are in the name of the Owner and/or others, as well as the right to sue under such copyrights in the name of the Society and/or in the name of the Owner and/or others, to the end that the Society may effectively protect and be assured of all the rights hereby granted.

(b) The non-exclusive right of public performance of the separate numbers, songs, fragments or arrangements, melodies or selections forming part or parts of musical plays and dramatico-musical compositions, the Owner reserving and excepting from this grant the right of performance of musical plays and dramatico-musical compositions in their entirety, or any part of such plays or dramatic musical plays and the latitude state. such plays or dramatico-musical compositions on the legitimate stage.

(c) The non-exclusive right of public performance by means of radio broadcasting, telephony, "wired wireless," all forms of synchronism with motion pictures, and/or any method of transmitting sound other than television broadcasting.

(d) The non-exclusive right of public performance by television broadcasting; provided, however, that:

(i) This grant does not extend to or include the right to license the public performance by television broadcasting or otherwise of any rendition or performance of (a) any opera, operetta, musical comedy, play or like production, as such, in whole or in part, or (b) any composition from any opera, operetta, musical comedy, play or like production (whether or not such opera, operetta, musical comedy, play or like production with substantially such distinctive scenery or costume as was used in the presentation of such opera, operetta, musical comedy, play or like production (whether or not such opera, operetta, musical comedy, play or like production with substantially such distinctive scenery or costume as was used in the presentation of such opera, operetta, musical comedy, play or like production (whether or not such opera, operetta, musical comedy, play or like production as presented on the stage or in motion picture form): provided, however, that the rights hereby granted shall be deemed to include a grant of the right to license non-dramatic performances of compositions by television broadcasting of a motion picture containing such compositions by television broadcasting of a motion picture in the performance of such opera, operetta, include a grant of the right to license non-dramatic performances of compositions by television broadcasting of a motion picture in the parties in interest. sition if the rights in such motion picture other than those granted hereby have been obtained from the parties in interest.

(ii) Nothing herein contained shall be deemed to grant the right to license the public performance by television broadcasting of dramatic performances. Any performance of a separate musical composition which is not a dramatic performance, as defined herein, shall be deemed to be a non-dramatic performance. For the purposes of this agreement, performance, as denied nervin, shall be deemed to be a non-dramatic performance. For the purposes of this agreement, a dramatic performance shall mean a performance of a musical composition on a television program in which there is a definite plot depicted by action and where the performance of the musical composition is woven into and carries forward the plot and its accompanying action. The use of dialogue to establish a mere program format or the use of any non-dramatic device merely to introduce a performance of a composition shall not be weened to make such performance dramatic.

(iii) The definition of the terms "dramatic" and "non-dramatic" performances contained herein are purely for the purposes of this agreement and for the term thereof and shall not be binding upon or prejudicial to any position taken by either of us subsequent to the term hereof or for any purpose other than this agreement.

(e) The Owner may at any time and from time to time, in good faith, restrict the radio or television broadcasting of (e) The Owner may at any time and from time to time, in good faith, restrict the radio or television broadcasting of compositions from musical comedies, operas, operettas and motion pictures, or any other composition being excessively broad-cast, only for the purpose of preventing harmful effect upon such musical comedies, operas, operettas, motion pictures or compositions, in respect of other interests under the copyrights thereof; provided, however, that the right to grant limited licenses will be given, upon application, as to restricted compositions, if and when the Owner is unable to show reasonable hazards to his or its major interests likely to result from such radio or television broadcasting, and provided further that such right to restrict any such composition shall not be exercised for the purpose of permitting of regulating of fees for the purpose of permitting the faint or regulating of fees for the purpose that in no case shall any charger "Item and provided further that in no case shall any charger "Item and provided further that in no case shall any charger "Item and provided further that in no case shall any charger "Item and provided further that in no case shall any charger "Item and provided further that in no case shall any charger "Item and provided further that in no case shall any charger "Item and provided further that in no case shall any charger "Item and provided further that in no case shall any charger "Item and provided further that in no case shall any charger "Item and provided further that in no case shall any charger "Item and provided further that in no case shall any charger "Item and provided further that any charger" "Item and provided further that any charger "Item and provided further that in no case shall any charger "Item and provided further that any charger and provided further t right to restrict any such composition shall not be exercised for the purpose of permitting the fixing or regulating of fees for the recording or transcribing of such composition, and provided further that in no case shall any charges, "free plugs", or other consideration be required in respect of any permission granted to perform a restricted composition, and provided further that in no event shall any composition, after the initial radio or television broadcast thereof, be restricted for the purpose of confining further radio or television broadcasts thereof to a particular artist, station, network or program. The Owner may also at any time and from time to tune, in good faith, restrict the radio or television broadcasting of any compo-sition, as to which any suit has been brought or threatened on a claim that such composition infringes a composition not contained in the repettory of Suciety or on a claim by a non-member of Society that Society does not have the right to license the public performance of such composition by radio or television broadcasting.

The term of this agreement shall be for a period commencing on the date hereof and expiring on the 31st day of 2 December, 1995.

3. The Society agrees, during the term hereof, in good faith to use its best endeavors to promote and carry out the objects for which it was organized, and to hold and apply all royalties, profits, benefits and solvantages arising from the exploitation of the rights assigned to it by its several members, including the Owner, to the uses and purposes as provided in its Articles of Association (which are hereby incorporated by reference), as now in force or as hereafter amended

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4. The Owner hereby irrevocably, during the turn hereof, authorizes, empowers and vests in the Society the right to enforce and protect such rights of , while performance under any and all copyrights, whether standing in the name of the Owner and/or others, in any and all works capyrighted by the Owner, and/or by others; to prevent the infringement thereof, outer and/or others, in any and all works capyrighted by the Owner, and/or by others; to prevent the infringement thereof, in whose names the copyright may stand, as parties plaintiff or defendants in sets or proceedings; to bring mit in the name of the Society, or others in whose name the copyright may stand, or otherwise, and to release, compromise, or refer to arbitration any actions, in the same manner and to the same extent and to all intents and purposes as the Owner might or could do, had this instrument not been made.

5. The Owner hereby makes, constitutes and appoints the Society, or its successor, the Owner's true and invital attorney, irrevocably during the term hereof, and in the name of the Society or its successor, or in the name of the Owner, or otherwise, to do all acts, take all proceedings, execute, acknowledge and deliver any and all instruments, papers, documents, process and plasdings that may be necessary, proper or expedient to restrain infringements and recover damages in respect to or for the infringement or other violation of the rights of public performance in such works, and to discontinue, compromise or refer to arbitration any such proceedings or actions, or to make any other disposition of the differences in relation to the premises.

6. The Owner agrees from time to time, to execute, acknowledge and deliver to the Society, such assurances, powers of attorney or other authorizations or instruments as the Society may deem necessary or expedient to enable it to exercise, enjoy and enforce, in its own asme or otherwise, all rights and remedies aforesaid.

7. It is mutually agreed that during the term hereof the Board of Disactors of the Society shall be composed of an equal number of writers and publishers respectively, and that the royalties distributed by the Board of Directors shall be divided into two (2) equal sums, an lone (1) each of same credited respectively to and for division amongst (a) the writer members, and (b) the publisher members, in accordance with the system of distribution and classification as determined by the Classification Committee of each group, in accordance with the Articles of Association as they may be amendeu from time to time, except that the classification of the Owner within his class may be changed.

8 The Corner agrees that his classification in the Society as determined from time to time by the Classification Committee of his group and/or The Board of Directors of the Society, in case of appeal by him, shall be final, conclusive and binding upon him.

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

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

9. " ablic Performance" Defined. The term "public performance" shall be construed to mean vocal, instrumental and/or m. hanical rendstors and representations in any manner or by any method whatsoever, including transmissions by radio and elevision bros. esting stations, transmission by telephony sad/or "wired wireless"; and/or reproductions of performances nd renditions by means of devices for reproducing sound recorded in synchronism or timed relation with the taking of r. tion pictures.

10. "E sical Works" Defined. The phrase "musical works" shall be construed to mean musical compositions and dramatico- varial compositions, the words and music thereof, and the respective arrangements thereof, and the selections therefore.

11. The powers, rights, authorities and privileges by this instrument vested in the Society, are deemed to include the World, provided, however, that such grant of rights for foreign countries shall be subject to any agreements now in effect, a list of which are noted on the reverse side hereof.

12. The grant made herein by the owner is modified by and subject to the provisions of (a) the Amended Final Judgment (Civil Action No. 13-95) dated March 14, 1950 in U. S. A. v. ASCAP as further amended by Order dated January 7, 1960, (b) the Final Judgment (Civil Action No. 42-245) in U. S. A. v. ASCAP, dated March 14, 1950, and (c) the provisions of the Articles of Association and resolutions of the Board of Directors adopted pursuant to such judgments and order.

SIGNED, SEALED AND DELIVERED, on this 13th day of November 19.00

INC. CARTAGENA, ENTERPRISES, h ta Ya Zar Providenz Owner B

AMERICAN SOCIETY OF COMPOSERS.

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April 3, 1985

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

Gentlemen:

With respect to the membership agreement entered into between us for the period January 1, 1976 through December 31, 1985, you and the undersigned hereby agree to extend the agreement and all the terms, conditions and provisions thereof for all purposes for a further period of ten (10) years, so that it shall expire on the 31st day of December, 1995, instead of on the 31st day of December, 1985.

The signature of the Society's President under the word "ACCEPTED" together with the signature of the undersigned, will make this a valid, binding and enforceable agreement between us.

Sincerely yours, 3 , CM2.

FELIPE CASANOVA, doing business as TROPICAL MUSIC PUBLISHERS

ACCEPTED:

AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS

By: dent

TITLE:	(DURATION IN MINUTES)
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April 3, 1985

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

Gentlemen:

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The signature of the Society's President under the word "ACCEPTED" together with the signature of the undersigned, will make this a valid, binding and enforceable agreement between us.

Sincerely yours,

UNIMUSICA ANC By Signature SECRETANY (Please print your name and title)

ACCEPTED:

AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS

By: President

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April 3, 1985

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

Gentlemen:

With respect to the membership agreement entered into between us for the period January 1, 1976 through December 31, 1985, you and the undersigned hereby agree to extend the agreement and all the terms, conditions and provisions thereof for all purposes for a further period of ten (10) years, so that it shall expire on the 31st day of December, 1995, instead of on the 31st day of December, 1985.

The signature of the Society's President under the word "ACCEPTED" together with the signature of the undersigned, will make this a valid, binding and enforceable agreement between us.

Sincerely yours,

SOUTHERN MUSIC PUBL CO INC

RALPH PEER, II - PRESIDENT

(Please print your name and title)

ACCEPTED:

AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS

By: President

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April 3, 1985

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

Gentlemen:

With respect to the membership agreement entered into between us for the period January 1, 1976 through December 31, 1985, you and the undersigned hereby agree to extend the agreement and all the terms, conditions and provisions thereof for all purposes for a further period of ten (10) years, so that it shall expire on the 31st day of December, 1995, instead of on the 31st day of December, 1985.

The signature of the Society's President under the word "ACCEPTED" together with the signature of the undersigned, will make this a valid, binding and enforceable agreement between us.

Sincerely yours, SILVA

### ACCEPTED:

AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS

By: President

Membership Number:

April 3, 1985

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

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With respect to the membership agreement entered into between us for the period January 1, 1976 through December 31, 1985, you and the undersigned hereby agree to extend the agreement and all the terms, conditions and provisions thereof for all purposes for a further period of ten (10) years, so that it shall expire on the 31st day of December, 1995, instead of on the 31st day of December, 1985.

The signature of the Society's President under the word "ACCEPTED" together with the signature of the undersigned, will make this a valid, binding and enforceable agreement between us.

Sincerely yours,

GOLDEN SANDS ENTERPRISES, INC.

By Signature HARLES , २ Ec. 1 (Please print your name and title)

ACCEPTED:

AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS

By:\_ Président

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COMPOSER (AFFILIATION) AUTHOR (AFFILIATION) AUTHOR (AFFILIATION) PABLO CANTI GAUT	REAU (ASCAR)
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April 3, 1985

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

Gentlemen:

With respect to the membership agreement entered into between us for the period January 1, 1976 through December 31, 1985, you and the undersigned hereby agree to extend the agreement and all the terms, conditions and pro-visions thereof for all purposes for a further period of ten (10) years, so that it shall expire on the 31st day of December, 1995, instead of on the 31st day of December, 1985.

The signature of the Society's President under the word "ACCEPTED" together with the signature of the undersigned, will make this a valid, binding and enforceable agreement between us.

Sincerely yours,

( cre PABLO GAUTREAU JHAN

ACCEPTED:

AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS

President

<u>1986-1995</u>	No. Rec'd JUL 3 0 1986 9	۲. ۲.
	Agreement Between WILLIAM A. COLON, d/b/a WILLIE COLON MUSIC	
	AND American Society OF Composers, Authors & Publishers 1 LINCOLN PLAZA NEW YORK, N. Y. 10023	
ascap	<b>Dated:</b> 4/1/86	
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AGREEMENT made between the Undertigned (for brevity called "Owner") and the AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS (for brevity called "Society"), in consideration of the premises and of the mentes coverage hereinafter contained, as follows:

1. The Owner grants to the Society for the term hereof, the right to license non-dramatic public performances (as hereinafter defined), of each musical work:

Of which the Owner is a copyright proprietor; or

Which the Owner," alone, or jointly, or in collaboration with others, wrote, composed, published, acquired or owned; or In which the Owner now has any right, title, interest or control whatsoever, in whole or in part; or

Which hereafter, during the term hereof, may be written, composed, acquired, owned, published or copyrighted by the Owner, alone, jointly or in collaboration with others, or

In which the Owner may bereafter, during the term hereof, have an, right, title, interest or control, whatsoever, in whole or in part.

The right to license the public performance of every such musical work shall be deemed granted to the Society by this instrument for the term hereof, immediately upon the work being written, composed, acquired, owned, published or copyrighted.

The rights hereby granted shall include:

(a) All the rights and remedies for enforcing the copyright or copyrights of such musical works, whether such copyrights are in the name of the Owner and/or others, as well as the right to sue under such copyrights in the name of the Society and/or in the name of the Owner and/or others, to the end that the Society may effectively protect and be assured of all the situate backward of all the state of the owner and/or others. rights hereby granted.

(b) The non-exclusive right of public performance of the separate numbers, songs, fragments or arrangements, melodies or selections forming part or parts of musical plays and dramatico-musical compositions, the Owner reserving and excepting from this grant the right of performance of musical plays and d amatico-musical compositions in their entirety, or any part of which plays and the reserving and the second se such plays or dramatico-musical compositions on the legitimate stage.

(c) The non-exclusive right of public performance by means of radio broad - ting, telephony. "wired wireless," all forms of synchronism with motion pictures, and/or any method of transmitting sound wher than television broadcasting.

(d) The non-exclusive right of public performance by television broadcasting; provided, however, that:

(i) This grant does not extend to or include the right to license the public performance by television broadcasting or otherwise of any rendition or performance of (a) any opera, operetta, musical comedy, play or like production, as such, in whole or in part, or (b) any composition from any opera, operetta, musical comedy, play or like production (whether or not such opera, operetta, musical comedy, play or like production was presented on the stage or in motion picture form) in a manner which recreates the performance of such composition with substantially such distinctive servery *Cr* costume as was used in the presentation of such opera, operetta, musical comedy, play or like production (whether or not such opera, operetta, musical comedy, play or like production was presented on the riage or in motion (whether or not such opera, operetta, musical comedy, play or like production was presented on the riage or in motion (whether or not such opera, operetta, musical comedy, play or like production was presented on the riage or in motion (whether or not such opera, operetta, musical comedy, play or like production was presented on the riage or in motion (whether or not such opera, operetta, musical comedy, play or like production was presented on the riage or in motion (whether or not such opera, operetta, musical comedy, play or like production was presented to include a grant of the right to license non-dramatic performances of compositions by television broadcasting of a motion picture containing such compo-sition if the rights in such motion picture other than those granted hereby have been obtained from the parties in interest.

(ii) Nothing herein contained shall be deemed to grant the right to license the public performance by television broadcasting of dramatic performances. Any performance of a separate musical composition which is not a dramatic performance, as defined herein, shall be deemed to be a non-dramatic performance. For the purposes of this agreement, a dramatic performance shall mean a performance of a musical composition on a television program in which there is a definite plot depicted by action and where the performance of the musical composition is woven into and carries forward dialument to establish a mere subgram format or the use of any performance. the plot and its accompanying action. The use of dialogue to establish a mere program format or the use of any non-dramatic device merely to introduce a performance of a composition shall not be deemed to make such performance dramatic.

(iii) The definition of the terms "dramatic" and "non-dramatic" performances contained herein are purely for the purposes of this agreement and for the term thereof and shall not be binding upon or prejudicial to any position taken by either of us subsequent to the term hereof or for any purpose other than this agreement.

(e) The Owner may at any time and from time to time, in good faith, restrict the radio or television broadcasting of composition: from musical comedies, operas, operettas and motion pictures, or any other composition being excessively broad-cast, only for the purpose of preventing harmful effect upon such musical comedies, operas, operettas, motion pictures or compositions, in respect of other interests under the copyrights thereof; provided, however, that the right to grant lumited licenses will be given, upon application, as to restricted compositions, if and when the Owner is unable to show reasonable however, that the right to result from such radio or television broadcasting, and provided further that such licenses will be given, upon application, as to restricted compositions, if and when the Owner is unable to show reasonable hr zards to his or its major interests likely to result from such radio or television broadcasting, and provided further that such right to restrict any such composition shall not be exercised for the purpose of permitting the fixing or regulating of fees for the recording or transcribing of such composition, and provided further that in no case shall any charges. "Iree plugs", or other consideration be required in respect of any permission granted to perform a restricted composition, and provided further that in no event shall any composition, after the initial radio or ielevision broadcast thereof, be restricted for the number of confining further radio or television broadcasts thereof to a particular artist station network or program. The surther that in no event shall any composition, after the initial radio or delevision products inereor, be restricted for the purpose of confining further radio or television broadcasts thereof to a particular artist, station, network or program. The Owner may also at any time and from time to time, in good faith, restrict the radio or television broadcasting of any compo-sition, as to which any suit has been brought or threatened on a claim that such composition infringes a composition not contained in the repertory of Society or on a claim by a non-member of Society that Society does not have the right to license the public performance of such composition by radio or television broadcasting.

The term of this agreement shall be for a period commencing on the date hereof and expring on the 31st day of 2 December, 1995.

3. The Society agrees, during the term hereof, it. good faith to use its best endeavors to promote and carry out the ubjects for which it was organized, and to hold and apply all royalties, profits, benefits and advantages arising from the exploitation of the rights assigned to it by its several members, including the Owner, to the uses and purposes as provided on the tights dependent of the rights assigned to it by its several members, including the Owner, to the uses and purposes as provided in its Articles of Association (which are hereby incorporated by reference), as now in force or as hereafter amended

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4. The Owner hereby irrevocably, during the term hereof, authorizes, empowers and vests in the Society the right to enforce and protect such rights of public performance under any and all copyrights, whether standing in the name of the Owner and/or others, in any and all works copyrighted by the Owner, and/or by others; to prevent the infringement thereof, to litigate, collect and receipt for damages arising from infringement, and in its sole judgment to join the Owner and/or others  and/or others in whose names the copyright may stand, as parties plaintiff or defendants in suits or proceedings; to bring suit in the name of the Owner and/or in the name of the Society, or others in whose name the copyright may stand, or otherwise, and to the Owner and/or in the name of the Society, or others in whose name the copyright may stand, or otherwise, and to release, compromise, or refer to arbitration any actions, in the same manner and to the same extent; and to all intents and purposes as the Owner might or could do, had this instrument not been made.

5. The Owner hereby makes, constitutes and appoints the Society, or its successor, the Owner's true and lawful attorney, irrevocably during the term hereof, and in the name of the Society or its successor, or in the name of the Owner, or otherwise, irrevocably during the term hereof, and in the name of the Society or its successor, or in the name of the Owner, or otherwise, but do all acts, take all proceedings, execute, acknowledge and deliver any and all instruments, papers, documents, process and to do and the regulation of the rights of public performance in such works, and to discontinue, compromise or refer infringement or other violation of the rights of public performance in such works, and to discontinue, compromise or refer to arbitration any such proceedings or actions, or to make any other disposition of the differences in relation to the premises.

6. The Owner agrees from time to time, to execute, acknowledge and deliver to the Society, such assurances, powers of attorney or other authorizations or instruments as the Society may deem necessary or expedient to enable it to exercise, of attorney or other authorizations or instruments, all rights and remedies aforesaid.

7. It is mutually agreed that during the term hereof the Board of Directors of the Society shall be composed of an equal number of writers and publishers respectively, and that the royalties distributed by the Board of Directors shall be divided into two (2) equal sums, and one (1) each of such sums credited respectively to and for division amongst (a) the writer members, and (b) the publisher members, in accordance with the system of distribution and classification as determined by the Classification Committee of each group, in accordance within his class may be changed.

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SIGNED, SEALED AND DELIVERED, on this day of Apr 1900 ..... WILLIAM A. COLON, d/b/a Owner WILLIE COLON MUSIC AMERICAN SOCIETY OF COMPOSERS. AUTHORS AND PLALISHERS.

President

Society

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Rec'd with Unimusica Inc. ltr 3/9/87.BN

Membership Number:

April 3, 1985

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

Gentlemen:

With respect to the membership agreement entered into between us for the period January 1, 1976 through December 31, 1985, you and the undersigned hereby agree to extend the agreement and all the terms, conditions and provisions thereof for all purposes for a further period of ten (10) years, so that it shall expire on the 31st day of December, 1995, instead of on the 31st day of December, 1985.

The signature of the Society's President under the word "ACCEPTED" together with the signature of the undersigned, will make this a valid, binding and enforceable agreement between us.

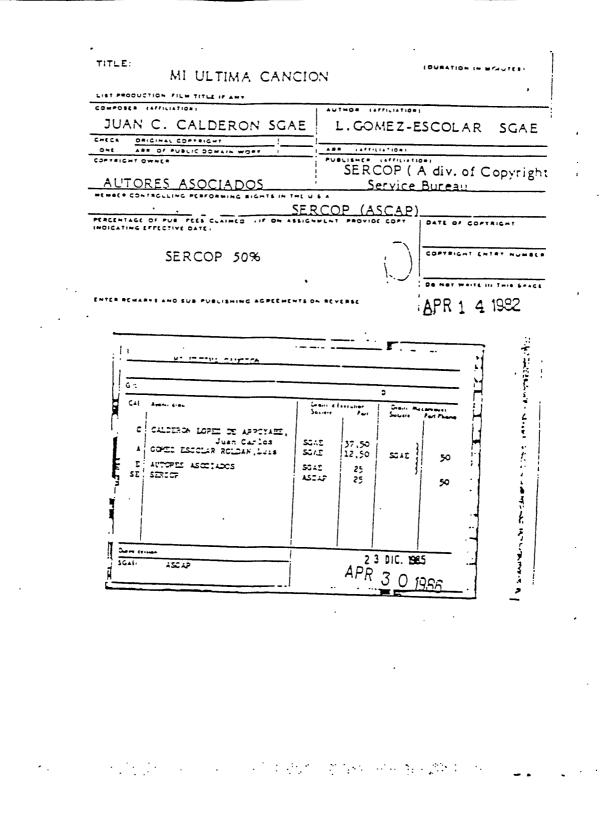
Sincerely yours, UNIMUSICA ÍNC By Signature SECRETARY

(Please print your name and title)

ACCEPTED:

AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS

By: President



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CHICO ALEJANDRO PUBLISHER(S) .

AFUERA MUSIC PUBLISHER

PERFORMING ARTIST(S)

ORQUESTA BOBBY VALENTIN INDICATE RECORD CO. & NO.

BRONCO RECORDS #143

ALBUM TITLE IF ANY:

Membership Number:

June 10, 1985

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

Gentlemen:

With respect to the membership agreement entered into between us for the period January 1, 1976 through December 31, 1985, you and the undersigned hereby agree to extend the agreement and all the terms, conditions and provisions thereof for all purposes for a further period of ten (10) years, so that it shall expire on the 31st day of December, 1995, instead of on the 31st day of December, 1985.

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Sincerely yours,

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AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS

Ву:\_\_\_\_

President

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Sincerely yours,

BOBBY VALENTINE, doing business as AFUERA MUSIC PUBL

ACCEPTED:

AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS

President

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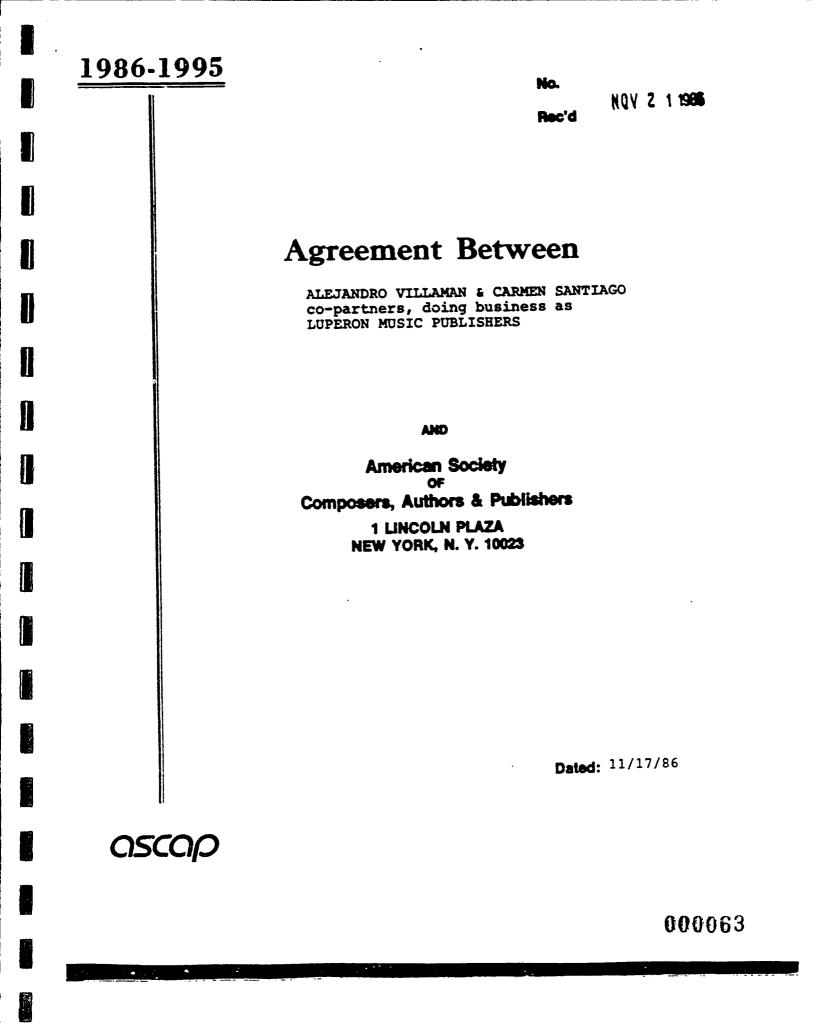
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ACCEPTED:

AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS

By: 🧲

President



AGREEMENT made between the Undersigned (for brevity called "Owner") and the AMERICAN SOCIETY OF COMPLISERS, AUTHORS AND PUBLISHERS (for brevity called "Society"), in consideration of the premises and of the mutual covenants bereinafter contained, as follows:

1. The Owner grants to the Society for the term hereof, the right to ticense non-dramatic public performances (as hereinafter defined), of each musical work:

Of which the Owner is a copyright proprietos; or

Which the Owner, alone, or jointly, or in collaboration with others, wrote, composed, published, acquired or owned, or In which the Owner now has any right, title, interest or control whatsoever, in whole or in part; or

Which hereafter, during the term hereof, may be written, composed, acquired, owned, published or copyrighted by the Owner, alone, jointly or in collaboration with others; or

In which the Owner may hereafter, during the term hereof, have any right, title, interest or control, whatsoever, in whole or in part.

The right to license the public performance of every such musical work shall be deemed granted to the Society by this instrument for the term hereof, immediately upon the work being written, composed, acquired, owned, published or copyrighted.

The rights hereby granted shall include:

(a) All the rights and remedies for enforcing the copyright or copyrights of such musical works, whether such copyrights are in the name of the Owner and/or others, as well as the right to sue under such copyrights in the name of the Society and/or in the name of the Owner and/or others, to the end that the Society may effectively protect and be assured of all the rights hereby granted.

(b) The non-exclusive right of public performance of the separate numbers, songs, fragments or arrangements, melodies or selections forming part or parts of musical plays and dramatico-musical compositions, the Owner reserving and excepting from this grant the right of performance of musical plays and dramatico-musical compositions in their entirety, or any part of such plays or dramatico-musical compositions on the legitimate stage.

(c) The non-exclusive right of public performance by means of radio broadcasting, telephony, "wired wireless," all forms of synchronism with motion pictures, and/or any method of transmitting sound other than television broadcasting.

(d) The non-exclusive right of public performance by television broadcasting; provided, however, that:

(i) This grant does not extend to or include the right to license the public performance by television broadcasting or otherwise of any rendition or performance of (a) any opera, operetta, musical comedy, play or like production, as such, in whole or in part, or (b) any composition from any opera, operetta, musical comedy, play or like production, as (whether or not such opera, operetta, musical comedy, play or like production was presented on the stage or in motion picture form) in a manner which recreates the performance of such composition with substantially such distinctive scenery or costume as was used in the presentation of such opera, operetta, musical comedy, play or like production (whether or not such opera, operetta, musical comedy, play or like production was presented on the stage or in motion picture form): provided, hewever, that the rights hereby granted shall be deemed to include a grant of the right to license non-dramatic performances of compositions by television broadcasting of a motion picture containing such composition if the rights in such motion picture other than those granted hereby have been obtained from the parties in interest.

(ii) Nothing herein contained shall be deemed to grant the right to license the public performance by television broadcasting of dramatic performances. Any performance of a separate musical composition which is not a dramatic performance, as defined herein, shall be deemed to be a non-dramatic performance. For the purposes of this agreement, a dramatic performance shall mean a performance of a musical composition on a television program in which there is a definite plot depicted by action and where the performance of the musical composition is woven into and carries forward the plot and its accompanying action. The use of di logue to establish a mere program format or the use of any non-dramatic.

(iii) The definition of the terms "dramatic" and "non-dramatic" performances contained herein are purely for the purpose of this agreement and for the term thereof and shall not be binding upon or prejudicial to any position taken by either of us subsequent to the term hereof or for any purpose other than this agreement.

(e) The Owner may at any time and from time to time, in good faith, restrict the radio or television broadcasting of compositions from musical comedies, operas, operettas and motion pictures, or any other composition being excessively broadcast, only for the purpose of preventing harmful effect upon such musical comedies, operas, operettas, motion pictures or compositions, in respect of other interests under the copyrights thereof; provided, however, that the right to grant limited licenses will be given, upon application, as to restricted compositions, if and when the Owner is unable to show reasonable hazards to his or its major interests likely to result from such radio or television broadcasting; and provided further that such right to restrict any such composition shall not be exercised for the purpose of permitting the fixing or regulating of fees for the recording or transcribing of such composition, and provided further that in no case shall any charges, "free plugs" or other consideration be required in respect of any permission granted to perform a restricted composition; and provided further that in no event shall any composition, alter the initial radio or television broadcast thereof, be restricted for the owner may also at any time and from time to tune, in good faith, restrict the radio or television broadcasting of any composition, as to which any suit has been brought or threatened on a claim that such composition infringes a composition not contained in this repertory of Society or on a claum by a non-member of Society that Society does not have the right to like in television broadcasting.

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3. The Society agrees, during the term hereof, in good faith to use its best endeavors to promote and carry out the objects for which it was organized, and to hold and apply all rovalues, profits, henefits and advantages arising from the exploitation of the rights assigned to it by its several members, including the Owner, to the uses and purposes as provided in its articles of Association (which are hereby incorporated by reference), as now in force or as hereafter amended.

4. The Owner hereby irrevocably, during the term hereof, authorizes, empowers and vests in the Society the right to enforce and protect such rights of public performance under any and all copyrights, whether standing in the name of the Owner and/or others, in any and all works repyrighted by the Owner, and/or by others, to prevent the infringement thereof, to litigate, collect and receipt for damages arising from infringements, and in its sole judgment to join the Owner and/or others in which collect and receipt for damages arising from infringement, and in its sole judgment to join the Owner and/or others in whose names the copyright may stand, as parties plaintiff or defendants in suits or proceedings; to bring suit in the name of the Owner and/or in the name of the Society, or others in whose name the copyright may stand, or otherwise, and to release, compromise, or refer to arbitration any actions, in the same manner and to the same extent and to all intents and purposes as the Owner might or could do, had this instrument not been made.

5. The Owner hereby makes, constitutes and appoints the Society, or its successor, the Owner's true and lawful attorney, irrevocably during the term hereof, and in the name of the Society or its successor, or in the name of the Owner, or otherwise, to do all acts, take all proceedings, execute, acknowledge and deliver any and all instruments, papers, documents, process and pleadings that may be necessary, proper or expedient to restrain infringements and recover damages in respect to or for the infringement or other violation of the rights of public performance in such works, and to discontinue, compromise or refer to arbitration any such proceedings or actions, or to make any other disposition of the differences in relation to the premises.

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7. It is mutually agreed that during the term hereof the Board of Directors of the Society shall be composed of an equal number of writers and publishers respectively, and that the royalties distributed by the Board of Directors shall be divided into two (2) equal sums, and one (1) each of such sums credited respectively to and for division amongst (a) the writer members, and (b) the publisher members, in accordance with the system of distribution and classification as determined by the Classification Committee of each group, in accordance with the Articles of Association as they may be amended from time to time, except that the classification of the Owner within his class may be changed.

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MERICAN SOCIETY OF COMPOSERS THORS AND PAPELISHERS.

President

ALEJANDRO VILLAMAN & CARMEN SANTIAGO co-partners, doing business as LUPERON MUSIC PUBLISHERS

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FOREIGN AGREEMENTS AT THIS DATE IN EFFECT

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	<u>1986-1995</u>	No.
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		Agreement Between
IJ		CARTAGENA ENTERPRISES, INC.
		AND
		American Society of Composers, Authors & Publishers
		1 LINCOLN PLAZA
		NEW YORK, N. Y. 10023
<b>\$</b> 2		
		Dated:
	ascap	
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Rec'd November 17, 1986

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Dated: November 13, 1986

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AGREEMENT made between the Undersigned (for brevity called "Owner") and the AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS (for brevity called "Society"), in consideration of the promises and of the ts hereinefter contained, as follows: mutual cos

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1. The Owner grants to the Society for the term hereof, the right to license non-dramatic public performances (as hereinafter defined), of each musical work:

Of which the Owner is a copyright proprietor; or

...

Which the Owner, alone, or jointly, or in collaboration with others, wrote, composed, published, acquired or owned; or In which the Owner now has any right, title, interest or control whatsoever, in whole or in part; or

Which hereafter, during the term hereof, may be written, composed, acquired, owned, published or copyrighted by the Owner, alone, jointly or in collaboration with others; or

In which the Owner may hereafter, during the term hereaf, have any right, title, interest or control, whatsoever, in whole or in part.

The right to license the public performance of every such musical work shall be deemed granted to the Society by this instrument for the term hereof, immediately upon the work being written, composed, acquired, owned, published or copyrighted.

#### The rights hereby granted shall include:

(a) All the rights and remedies for enforcing the copyright or copyrights of such musical works, whether such copyrights are in the name of the Owner and/or others, as well as the right to sue under such copyrights in the name of the Society and/or in the name of the Owner and/or others, to the end that the Society may effectively protect and be assured of all the rights hereby granted.

(b) The non-exclusive right of public performance of the separate numbers, songs, fragments or arrangements, melodies or selections forming part or parts of musical plays and dramatico-musical compositions, the Owner reserving and excepting from this grant the right of performance of musical plays and dramatico-musical compositions in their entirety, or any part of such plays or dramatico-musical compositions on the legitimate stage.

(c) The non-exclusive right of public performance by means of radio broadcasting, telephony, "wired wireless," all forms of synchronism with motion pictures, and/or any method of transmitting sound other than television broadcasting.

(d) The non-exclusive right of public performance by television broadcasting; provided, however, that:

(d) The non-exclusive right of public performance by television broadcasting; provided, nowever, that: (i) This grant does not extend to or include the right to license the public performance by television broadcasting or otherwise of any rendition or performance of (a) any opera, operetta, musical comedy, play or like production, as such, in whole or in part, or (b) any composition from any opera, operetta, musical comedy, play or like production (whether or not such opera, operetta, musical comedy, play or like production was presented on the stage or in motion picture form) in a manner which recreates the performance of such composition with substantially such distinctive scenery or costume as was used in the presentation of such opera, operetta, musical comedy, play or like production (whether or not such opera, operetta, musical comedy, play or like production was presented on the stage or in motion picture form): provided, however, that the rights hereby granted shall be deemed to include a grant of the right to license non-dramatic performances of compositions by television broadcasting of a motion picture containing such compo-sition if the rights in such motion picture other than those granted hereby have been obtained from the parties in interest. sition if the rights in such motion picture other than those granted hereby have been obtained from the parties in interest.

(ii) Nothing herein contained shall be deemed to grant the right to license the public performance by television (ii) Nothing herein contained shall be deemed to grant the right to license the public performance by television broadcasting of dramatic performances. Any performance of a separate musical composition which is not a dramatic performance, as defined herein, shall be deemed to be a non-dramatic performance. For the purposes of this agreement, a dramatic performance shall mean a performance of a musical composition on a television program in which there is a definite plot depicted by action and where the performance of the musical composition is woven into and carries forward the plot and its accompanying action. The use of dialogue to establish a mere program format or the use of any non-dramatic device merely to introduce a performance of a composition shall not be seemed to make such performance dramatic.

(iii) The definition of the terms "dramatic" and "non-dramatic" performances contained herein are purely for the purposes of this agreement and for the term thereof and shall not be binding upon or prejudicial to any position taken by either of us subsequent to the term hereof or for any purpose other than this agreement.

(e) The Owner may at any time and from time to time, in good faith, restrict the radio or television broadcasting of compositions from musical comedies, operas, operata and motion pictures, or any other composition being excessively broadcast, only for the purpose of preventing harmful effect upon such musical comedies, operas, operata, motion pictures or cast, only for the purpose of preventing harmful effect upon such musical comedies, operas, operettas, motion pictures or compositions, in respect of other interests under the copyrights thereof; provided, however, that the right to grant limited licenses will be given, upon application, as to restricted compositions, if and when the Owner is unable to show reasonable hazards to his or its major interests likely to result from such radio or television broadcasting, and provided further that such hazards to his or its major interests likely to result from such radio or television broadcasting, and provided further that such right to restrict any such composition shall not be exercised for the purpose of permitting the fixing or regulating of fees for the recording or transcribing of such composition, and provided further that in no case shall any charges, "free plugs", or other consideration be required in respect of any permission granted to perform a restricted composition, and provided further that in no event shall any composition, broadcasts thereof to a particular artist, station, network or program. The Owner may also at any time and from time to tune, in good faith, restrict the radio or television broadcasting of any compo-sition, as to which any suit has been brought or threatened on a claim that such composition infringes a composition not contained in the repertory of Society or on a claum by a non-member of Society that Society does not have the right is not. contained in the repertory of Society or on a claim by a non-member of Society that Society does not have the right to license the public performance of such composition by radio or television broadcasting.

The term of this agreement shall be for a period commencing on the date hereof and expiring on the 31st day of December, 1995.

3. The Society agrees, during the term hereof, in good faith to use its best end-avors to promote and carry out the objects for which it was organized, and to hold and apply all royalties, profits, benefits and subantages arising from the exploitation of the rights assigned to it by its several members, including the Owner, to the uses and purposes as provided in its Articles of Association (which are hereby incorporated by reference), as now in force or as hereafter amended

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4. The Owner hereby irrevocably, during the term hereof, authorizes, compowers and vests in the Seciety the right to enforce and protect such rights of public performance under any and all copyrights, whether standing in the name of the Owner and/or others, in any and all works copyrighted by the Owner, and/or by others; to prevent the infringement thereof, to litigate, collect and receipt for damages arising from infringement, and in its sole judgment to join the Owner and/or others in whose names the copyright may stand, as parties plaintiff or defendants in suits or proceedings; to bring suit in the name of the Society, or others in whose name the copyright may stand, or otherwise, and to release, compromise, or refer to arbitration any actions, in the same manner and to the same extent and to all intents and purposes as the Owner might or could do, had this instrument not been made.

5. The Owner hereby makes, constitutes and appoints the Society, or its successor, the Owner's true and lawful attorney, irrevocably during the term hereof, and in the name of the Society or its successor, or in the name of the Owner, or otherwise, to do all acts, take all proceedings, execute, acknowledge and deliver any and all instruments, papers, documents, process and pleadings that may be necessary, proper or expadient to restrain infringements and recover damages in respect to or for the infringement or other visiation of the rights of public performance in such works, and to discontinue, compromise or refer to arbitration any such proceedings or actisms, or to make any other disposition of the differences in relation to the promises.

6. The Owner agrees from time to time, to execute, acknowledge and deliver to the Society, such assurances, powers of attorney or other authorizations or instruments as the Society may deem necessary or expedient to enable it to exercise, enjoy and enforce, in its own name or otherwise, all rights and remedies aforesaid.

7. It is mutually agreed that during the term hereof the Board of Disactors of the Society shall be composed of an equal number of writers and publishers respectively, and that the royalties distributed by the Board of Directors shall be divided into two (2) equal summ, and one (1) each of such sums credited respectively to and for division amongst (a) the writer members, and (b) the publisher members, in accordance with the system of distribution and classification as determined by the Classification Committee of each group, in accordance with the Articles of Association as they may be amendeo, from time to time, except that the classification of the Owner within his class may be changed.

8 The Owner agrees that his classification in the Society as determined from time to time by the Classification Committee of his group and/or The Board of Directors of the Society, in case of appeal by him, shall be final, conclusive and binding upon him.

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

The Society shall have the right to adopt from time to time such systems, means, methods and formulae for the establishment of  $\alpha$  member's status in respect of classification as will assure a fair, just and equitable distribution of royalties among the memi-wrship.

9. "ablic Performance" Defined. The term "public performance" shall be construed to mean vocal, instrumental and/or m: hanical renditions and representations in any manner or by any method whatsoever, including transmissions by radio and elevision broad stations, transmission by telephony and/or "wired wireless"; and/or reproductions of performances and renditions by means of devices for reproducing sound recorded in synchronism or timed relation with the taking of n-tion pictures.

10. "E sical Works" Defined. The phrase "musical works" shall be construed to mean musical compositions and dramatico- v d comp sitions, the words and music thereof, and the respective arrangements thereof, and the selections therefrom.

11. The powers, rights, authorities and privileges by this instrument vested in the Society, are deemed to include the World, provided, however, that such grant of rights for foreign countries shall be subject to any agreements now in effect, a list of which are noted on the reverse side hereof.

12. The grant made herein by the owner is modified by and subject to the provisions of (a) the Amended Final Judgment (Civil Action No. 13-95) dated March 14, 1950 in U. S. A. v. ASCAP as further amended by Order dated January 7, 1960, (b) the Final Judgment (Civil Action No. 42-245) in U. S. A. v. ASCAP, dated March 14, 1950, and (c) the provisions of the Articles of Association and resolutions of the Board of Directors adopted pursuant to such judgments and order.

day of November 19.8 SIGNED, SEALED AND DELIVERED, on this

INĊ CARTAGENA, ENTERPRISES, htat Ger Ouner B

AMERICAN SOCIETY OF COMPOSERS, UTHORS AND PUBLISHERS, President

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Membership Number:

June 10, 1985

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

Gentlemen:

With respect to the membership agreement entered into between us for the period January 1, 1976 through December 31, 1985, you and the undersigned hereby agree to extend the agreement and all the terms, conditions and provisions thereof for all purposes for a further period of ten (10) years, so that it shall expire on the 31st day of December, 1995, instead of on the 31st day of December, 1985.

The signature of the Society's President under the word "ACCEPTED" together with the signature of the undersigned, will make this a valid, binding and enforceable agreement between us.

Sincerely yours,

ACCEPTED:

AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS

Ву:\_\_\_

President

EMLASA (SACM) WEMBER CONTROLLING PERFORMING RIGHTS IN THE U S.A. UNIMUISCA INC. PERCENTAGE OF PUB FEES CLAIMED: (IF ON ASSIGNMENT, PROVIDE COPY NDICATING EFFECTIVE DATE) DATE OF COPYRIGHT PENDING		:	•	(DURATION IN MINUTES)
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April 3, 1985

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

Gentlemen:

With respect to the membership agreement entered into between us for the period January 1, 1976 through December 31, 1985, you and the undersigned hereby agree to extend the agreement and all the terms, conditions and provisions thereof for all purposes for a further period of ten (10) years, so that it shall expire on the 31st day of December, 1995, instead of on the 31st day of December, 1985.

The signature of the Society's President under the word "ACCEPTED" together with the signature of the undersigned, will make this a valid, binding and enforceable agreement between us.

Sincerely yours,

UNIMUSICA ANC Ву Signature SECRETARY (Please print your name and title)

ACCEPTED:

AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS

By: President

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	CARTAGENA ENTERPRISES, INC.	
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	American Society oF	
	1 LINCOLN PLAZA NEW YORK, N. Y. 10023	
	Dated	: November 13, 1986
ascap		
		AND American Society of Composers, Authors & Publishers 1 LINCOLN PLAZA NEW YORK, N. Y. 10023

AGREEMENT made between the Undersigned (for brevity called "Owner") and the AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS (for brevity called "Society"), in consideration of the promises and of the Dutual comments hereinafter contained, as follows:

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1. The Owner grants to the Society for the term hereof, the right to license non-dramatic public performances (as hereinafter defined), of each musical work:

Of which the Owner is a copyright proprietor; or

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Which the Owner, alone, or jointly, or in collaboration with others, wrote, composed, published, acquired or owned; or In which the Owner now has any right, title, interest or control whatsoever, in whole or in part; or

Which hereafter, during the term hereof, may be written, composed, acquired, owned, published or copyrighted by the Owner, alone, jointly or in collaboration with others; or

In which the Owner may hereafter, during the term hereof, have any right, title, interest or control, whatsoever, in whole or in part.

The right to license the public performance of every such musical work shall be deemed granted to the Society by this instrument for the term hereof, immediately upon the work being written, composed, acquired, owned, published or copyrighted.

The rights hereby granted shall include:

(a) All the rights and remedies for enforcing the copyright or copyrights of such musical works, whether such copyrights are in the name of the Owner and/or others, as well as the right to sue under such copyrights in the name of the Society and/or in the name of the Owner and/or others, to the end that the Society may effectively protect and be assured of all the rights hereby granted.

(b) The non-exclusive right of public performance of the separate numbers, songs, fragments or arrangements, melodies or selections forming part or parts of musical plays and dramatico-musical compositions, the Ousser reserving and excepting from this grant the right of performance of musical plays and dramatico-musical compositions in their entirety, or any part of such plays or dramatico-musical compositions on the legitimate stage.

(c) The non-exclusive right of public performance by means of radio broadcasting, telephony, "wired wireless," all forms of synchronism with motion pictures, and/or any method of transmitting sound other than television broadcasting.

(d) The non-exclusive right of public performance by television broadcasting; provided, however, that:

(i) This grant does not extend to or include the right to license the public performance by television broadcasting or otherwise of any rendition or performance of (a) any opera, operetta, musical comedy, play or like production, as such, in whole or in part, or (b) any composition from any opera, operetta, musical comedy, play or like production, as (whether or not such opera, operetta, musical comedy, play or like production was presented on the stage or in motion picture form) in a manner which recreates the performance of such composition with substantially such distinctive scenery or costume as was used in the presentation of such opera, operetta, musical comedy, play or like production (whether or not such opera, operetta, musical comedy, play or like production was presented on the stage or in motion (whether or not such opera, operetta, musical comedy, play or like production was presented on the stage or in motion (whether or not such opera, operetta, musical comedy, play or like production was presented on the stage or in motion picture form): provided, however, that the rights hereby granted shall be deemed to include a grant of the right to license non-dramatic performances of compositions by television broadcasting of a motion peture containing such composition if the rights in such motion picture other than those granted hereby have been obtained from the parties in interest.

(ii) Nothing herein contained shall be deemed to grant the right to license the public performance by television broadcasting of dramatic performances. Any performance of a separate musical composition which is not a dramatic performance, as defined herein, shall be deemed to be a non-dramatic performance. For the purposes of this agreement, a dramatic performance shall mean a performance of a musical composition on a television program in which there is a definite plot depicted by action and where the performance of the musical composition is woven into and carries forward the plot and its accompanying action. The use of dialogue to establish a mere program format or the use of any non-dramatic device merely to introduce a performance of a composition shall not be weemed to make such performance of a composition shall not be weemed to make such performance.

(iii) The definition of the terms "dramatic" and "non-dramatic" performances contained herein are purely for the purposes of this agreement and for the term thereof and shall not be binding upon or prejudicial to any position taken by either of us subsequent to the term hereof or for any purpose other than this agreement.

by entrer or us subsequent to the term nerves or for any purpose other than this agreement. (e) The Owner may at any time and from time to time, in good faith, restrict the radio or television broadcasting of compositions from musical comedies, operas, operettas and motion pictures, or any other composition leing excessively broadcast, only for the purpose of preventing harmful effect upon such musical comedies, operas, operetta, motion pictures or compositions, in respect of other interests under the copyrights thereof; provided, however, that the right to grant limited licenses will be given, upon application, as to restricted compositions, if and when the Owner is unable to show reasonable hazards to his or its major interests likely to result from such radio or television broadcasting, and provided further that such right to restrict any such composition shall not be exercised for the purpose of permitting the faing or regulating of fees for other consideration be required in respect of any permission granted to perform a restricted composition, and provided further that in no event shall any composition, after the initial radio or television broadcast thereof, be restricted for the purpose of coolining further radio or television broadcast is thereof to a particular artist, station, network or program. The Owner may also at any time and from time to tune, in good faith, restrict the radio or television broadcasting of any composition, as to which any suit has been brought or threatened on a claim that such composition indicast nerves a composition not contained in the repertory of Suciety or on a claim by radio or television broadcasting.

2. The term of this agreement shall be for a period commencing on the date hereof and expiring on the 31st day of December, 1955.

3. The Society agrees, during the term hereof, in good faith to use its best endeavors to promote and carry out the objects for which it was organized, and to hold and apply all rovalties, profits, benefits and subvantages arising from the exploitation of the rights assigned to it by its several members, including the Ouver, to the uses and purposes as provided in its Articles of Association (which are hereby incorporated by reference), as now in force or as hereafter amended

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4. The Owner hereby irrevocably, during the term hereof, authorizes, empowers and vests in the Society the right to coforce and protect such rights of , sublic performance under any and all copyrights, whether standing in the mane of the Owner and/or others, in any and all works copyrighted by the Owner, and/or by others; to prevent the infringement thereof, to litigate, collect and receipt for damages arising from infringement, and in its sole judgment to join the Owner and/or others in whose names the copyright may stand, as parties plaintiff or defendants in suits or proceedings; to bring suit in the name of the Society, or others in whose name the copyright may stand, as parties plaintiff or defendants in suits or proceedings; to bring suit in the name of the Society, or others in whose name the copyright may stand, or otherwise, and to of the Counter and/or inference of the Society, or others in whose name the copyright may stand, or otherwise, and to purposes as the Owner and/or might or could do, had this instrument not brea made.

5. The Osoner hereby makes, constitutes and appoints the Society, or its successor, the Osoner's true and invital attorney, irrevocably during the term hereof, and in the name of the Society or its successor, or in the name of the Osoner, or otherwise, to do all acts, take all proceedings, execute, acknowledge and deliver any and all instruments, proper or expedient to restrain infringements and recover damages in respect to or for the infringement or other violation of the rights of public performance in such works, and to discontinue, compromise or refer infringement or other violation of the rights of public performance in such works, and to discontinue, compromise or refer to arbitration any such proceedings or actions, or to make any other disposition of the differences in relation to the premises.

6. The Owner agrees from time to time, to execute, acknowledge and deliver to the Society, such assurances, powers of attorney or other authorizations or instruments as the Society may deem accessary or expedient to enable it to exercise, enjoy and enforce, in its own assue or otherwise, all rights and remedies aforesaid.

7. It is mutually agreed that during the term hereof the Board of Disectors of the Society shall be composed of an equal number of writers and publishers respectively, and that the royalties distributed by the Board of Directors shall be divided into two (2) equal sums, as J one (1) each of sets sums credited respectively to and for division amongst (a) the writer members, and (b) the publisher members, in accordance with the system of distribution and classification as determined by the Classification Committee of each group, in accordance with the Articlus of Association as they may be amendeu from time to time, except that the classification of the Owner within his class may be changed.

8 The Owner agrees that his classification in the Society as determined from time to time by the Classification Committee of his group and/or The Board of Directors of the Society, in case of appeal by him, shall be final, conclusive and binding upon him.

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

The Society shall have the right to adopt from time to time such systems, means, methods and formulae for the establishment of a member's status in respect of classification as will assure a fair, just and equitable distribution of royakies among the memi-vrship.

9. " ablic Performance" Defined. The term "public performance" shall be construed to mean vocal, instrumental and/or m: hanical renditions and representations in any manner or by any method whatsoever, including transmissions by radio and elevision brost estimations, transmission by telephony and/or "wired wireless"; and/or reproductions of performances nd renditions by means of devices for reproducing sound recorded in synchronism or timed relation with the taking of n-tion pictures.

10. "Is sical Works" Defined. The phrase "musical works" shall be construed to mean musical compositions and dramatico- visual compositions, the words and music thereof, and the respective arrangements thereof, and the selections therefrom.

11. The powers, rights, authorities and privileges by this instrument vested in the Society, are deemed to include the World, provided, however, that such grant of rights for foreign countries shall be subject to any agreements now in effect, a list of which are noted on the reverse side hereof.

12. The grant made herein by the owner is modified by and subject to the provisions of (a) the Amended Final Judgment (Civil Action No. 13-95) dated March 14, 1950 in U. S. A. v. ASCAP as further amended by Order dated January 7, 1960, (b) the Final Judgment (Civil Action No. 42-245) in U. S. A. v. ASCAP, dated March 14, 1950, and (c) the provisions of the Articles of Association and resolutions of the Board of Directors adopted pursuant to such judgments and order.

day of november SIGNED, SEALED AND DELIVERED, on this 19.62

AMERICAN SOCIETY OF COMPOSERS. THORS AND PUBLISHERS, Preident

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UNA TERCERA PERSONA

Luz Celia Tirado SOUTHERN MUSIC FUBLISHING CO., INC.

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Info. per. Ascap record information sheet dtd.1/29/71-jm

April 3, 1985

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

Gentlemen:

With respect to the membership agreement entered into between us for the period January 1, 1976 through December 31, 1985, you and the undersigned hereby agree to extend the agreement and all the terms, conditions and provisions thereof for all purposes for a further period of ten (10) years, so that it shall expire on the 31st day of December, 1995, instead of on the 31st day of December, 1985.

The signature of the Society's President under the word "ACCEPTED" together with the signature of the undersigned, will make this a valid, binding and enforceable agreement between us.

Sincerely yours,

SOUTHERN MUSIC PUBL CO INC

By Mainer, Marin H Signature

RALPH PEER, II - PRESIDENT

(Please print your name and title)

ACCEPTED:

AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS

President

Ву:\_

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TITLE: YO SI VIVO BIE	(DURATION IN MINUTES)
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Tommy Sanchez Unimusica Inc. Ascap

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April 3, 1985

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

Gentlemen:

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The signature of the Society's President under the word "ACCEPTED" together with the signature of the undersigned, will make this a valid, binding and enforceable agreement between us.

Sincerely yours,

UNIMUSICA ÍNC By gnature SECRETARY

(Please print your name and title)

ACCEPTED:

AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS

By: President

SETTLING PARTIES PHASE II EXH. 5R

### UNDERLYING DOCUMENTATION REGARDING CONTINUING PRESENCE IN ASCAP REPERTORY OF WORKS CLAIMED BY ACEMLA IN PRIOR JUKEBOX ROYALTY DISTRIBUTION PROCEEDINGS

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April 3, 1985

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

Gentlemen:

With respect to the membership agreement entered into between us for the period January 1, 1976 through December 31, 1985, you and the undersigned hereby agree to extend the agreement and all the terms, conditions and provisions thereof for all purposes for a further period of ten (10) years, so that it shall expire on the 31st day of December, 1995, instead of on the 31st day of December, 1985.

The signature of the Society's President under the word "ACCEPTED" together with the signature of the undersigned, will make this a valid, binding and enforceable agreement between us.

Sincerely yours, RAFAEL A LEAVITT

ACCEPTED:

AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS

President

By:\_\_\_

April 3, 1985

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

RE: FLORES PERIN VAZQUEZ, DECEASED

Gentlemen:

With respect to the membership agreement entered into between us for the period January 1, 1976 through December 31, 1985, you and the undersigned hereby agree to extend the agreement and all the terms, conditions and provisions thereof for all purposes for a further period of ten (10) years, so that it shall expire on the 31st day of December, 1995, instead of on the 31st day of December, 1985.

The signature of the Society's President under the word "ACCEPTED" together with the signature of the undersigned, will make this a valid, binding and enforceable agreement between us.

Sincerely yours,

VAZQUEZ SANT/AGO VDA DE

ACCEPTED:

AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS

By: President

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

Gentlemen:

With respect to the membership agreement entered into between us for the period January 1, 1976 through December 31, 1985, you and the undersigned hereby agree to extend the agreement and all the terms, conditions and provisions thereof for all purposes for a further period of ten (10) years, so that it shall expire on the 31st day of December, 1995, instead of on the 31st day of December, 1985.

The signature of the Society's President under the word "ACCEPTED" together with the signature of the undersigned, will make this a valid, binding and enforceable agreement between us.

Sincerely yours,

(Name

RUBEN BLADES Please Print

ACCEPTED:

AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS

President

And in m

Ву:\_

June 10, 1985

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

Gentlemen:

With respect to the membership agreement entered into between us for the period January 1, 1976 through December 31, 1985, you and the undersigned hereby agree to extend the agreement and all the terms, conditions and provisions thereof for all purposes for a further period of ten (10) years, so that it shall expire on the 31st day of December, 1995, instead of on the 31st day of December, 1985.

The signature of the Society's President under the word "ACCEPTED" together with the signature of the undersigned, will make this a valid, binding and enforceable agreement between us.

Sincerely yours,

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ACCEPTED:

By:\_

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AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS

President

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# <u>1986-1995</u>

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Rec'd Dec 24 1986

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## Agreement Between

MARIO DIAZ

AND

American Society OF Composers, Authors & Publishers

> 1 LINCOLN PLAZA NEW YORK, N. Y. 10023

> > .

Dated: Dec 20 1986

ascap

AGREEMENT made between the Undersigned (for brevity called "Owner") and the AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS (for brevity called "Society"), in consideration of the promises and of the mutual covenants hereinafter contained, as follows:

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1. The Owner grants to the Society for the term hereof, the right to license non-dramatic public performances (as hereinafter defined), of each musical work:

Of which the Owner is a copyright proprietor; or

Which the Owner, alone, or jointly, or in collaboration with others, wrote, composed, published, acquired or owned; or In which the Owner now has any right, title, interest or control whatsoever, in whole or in part; or

...

Which hereafter, during the term hereof, may be written, composed, acquired, owned, published or copyrighted by the Owner, alone, jointly or in collaboration with others; or

In which the Owner may hereafter, during the term hereof, have any right, title, interest or control, whatsoever, in whole or in part.

The right to license the public performance of every such musical work shall be deemed grarted to the Society by this instrument for the term hereof, immediately upon the work being written, compased, acquired, owned, published or copyrighted.

The rights hereby granted shall include:

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(a) All the rights and remedies for enforcing the copyright or copyrights of such musical works, whether such copyrights are in the name of the Owner and/or others, as well as the right to sue under such copyrights in the name of the Society and/or in the name of the Owner and/or others, to the end that the Society may effectively protect and be assured of all the rights hereby granted.

(b) The non-exclusive right of public performance of the separate numbers, songs, fragments or arrangements, melodies or selections forming part or parts of musical plays and dramatico-musical compositions, the Owner reserving and excepting from this grant the right of performance of musical plays and dramatico-musical compositions in their entirety, or any part of such plays or dramatico-musical compositions on the heatimate state. such plays or dramatico-musical compositions on the legitimate stage.

(c) The non-exclusive right of public performance by means of radio broadcasting, telephony, "wired wireless, all form: of synchronism with motion pictures, and/or any method of transmitting sound other than television broadcasting.

(d) The non-exclusive right of public performance by television broadcasting; provided, however, that:

(a) The non-exclusive right or public performance by television broadcasting; provided, nowever, that: (i) This grant does not extend to or include the right to license the public performance by television broadcasting or otherwise of any rendition or performance of (a) any opera, operetta, musical comedy, play or like production, as such, in whole or in part, or (b) any composition from any opera, operetta, musical comedy, play or like production (whether or not such opera, operetta, musical comedy, play or like production was presented on the stage or in motion picture form) in a manner which recreates the performance of such composition with substantially such distinctive scenery or costume as was used in the presentation of such opera, operetta, musical comedy, play or like production (whether or not such opera, operetta, musical comedy, play or like production was presented on the stage or in motion (whether or not such opera, operetta, musical comedy, play or like production was presented on the stage or in motion (whether or not such opera, operetta, musical comedy, play or like production was presented on the stage or in motion (whether or not such opera, operetta, musical comedy, play or like production was presented on the stage or in motion (whether or not such opera, operetta, musical comedy, play or like production was presented to include a gravet of the right to license non-dramatic performances of compositions by television broadcasting of a motion picture containing such compo-sition if the rights in such motion picture other than those granted hereby have been obtained from the parties in intervet.

(ii) Nothing herein contained shall be deemed to grant the right to license the public performance by television broadcasting of dramatic performances. Any performance of a separate musical composition which is not a dramatic performance, as defined herein, shall be deemed to be a non-dramatic performance. For the purposes of this agreement a dramatic performance shall mean a performance of a musical composition on a television program in which there is a definite plot depicted by action and where the performance of the musical composition is woven into and carries forward the plot and its accompanying action. The use of dialogue to establish a mere program format or the use of any non-dramatic device merely to introduce a performance of a composition shall not be deemed to make such performance dramatic

(iii) The definition of the terms "dramatic" and "non-dramatic" performances contained herein are purely for the purposes of this agreement and for the term thereof and shall not be binding upon or prejudicial to any position taken by either of us subsequent to the term hereof or for any purpose other than this agreement.

(e) The Owner may at any time and from time to time, in good faith, restrict the radio or television broadcasting of compositions from musical comedies, operas, operettas and motion pictures, or any other composition being excessively broad-cast, only for the purpose of preventing harmful effect upon such musical comedies, operas, operettas, motion pictures or compositions, in respect of other interests under the copyrights thereof; provided, however, that the right to grant limited licenses will be given, upon application, as to restricted compositions, if and when the Owner is unable to show reasonable hazards to his or its major interests likely to result from such radio or television broadcasting, and provided further that such right to restrict any such composition, and provided further that in no case shall any charges. "free plugs", or other consideration be required in respect of any permission granted to perform a restricted composition, and provided further that in no event shall any composition, after the initial radio or television broadcast thereof, be restricted for the purpose of combining further radio or television broadcast thereof in the restrict for where that is no event shall any composition, after the initial radio or television broadcast thereof or program. The Owner may also at any tume and from tume to tume, in good faith, restrict the radio or television broadcasting of any composition. Owner may also at any tune and from tune to tune, in good faith, restrict the radio or television broadcasting of any composition, as to which any suit has been brought or threatened on a claim that such composition infringes a composition not contained in the repettory of Society or on a claim by a non-member of ociety that Society does not have the right to license the public performance of such composition by radio or television broadcasting.

2 The term of this agreement shall be for a period commencing on the date hereof and expiring on the 31st day : December, 1995

3. The Somety agrees, during the term hereof, in good faith to use its best endeavors to promote and carry out the objects for which it was organized, and to hold and apply all royalties, profits, benefits and advantages arising from the exploitation of the rights assigned to it by its several members, including the Owner, to the uses and purposes as provided in its Auticles of Association (which are hereby incorporated by reference), as now in force or as hereafter amended

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FORSIGN AGREEMENTS AT THIS DATE IN PEPHOT

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6. The Owner hereby irrevocably, during the term hereof, authorizes, empowers and vests in the Society the right to coforce and protect such rights of public performance under any and all copyrights, whether standing in the name of the Owner and/or others, in any and all works copyrighted by the Owner, and/or by others, its prevent the infringement thereaf, to litigate, collect and receipt for damages arising from infringement, and in its sole indgment to join the Owner and/or others in whose names the copyright may stand, as parties plaintiff or defendants in suits or precedency; to bring suit in the name of the owner and/or is the name of the Society, or others, in whose names the copyright support in the name of the name of the owner and/or is the name of the society, or others, in whose name the copyright support of arbitration any actions, in the name manner and to the same extent and to all intents and purposes as the Owner might or could do, had this instrument not been made.

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5. The Owner hereby makes, constitutes and appoints the Society, or its successor, the Owner's true and lawful attorney, irrevocably during the term hereof, and in the name of the Society or its successor, or in the name of the Owner, or otherwise, to do all acts, take all proceedings, encourse, acknowledge and deliver any and all instruments, papers, documents, process and plantings that may be necessary, proper or expedient to restrain infringoments and recover damages in respect to or for the infringement or other violation of the rights of public performance in such works, and to discontinue, congrounds or refer to arbitration any such proceedings or actions, or to make any other dispestion of the differences in relation to the promises.

6. The Owner agrees from time to time, to enscute, acknowledge and deliver to the Society, such assurances, powers of attorney or other authorizations or instruments as the Society may down necessary or expedient to enable it to exercise, enjoy and enforce, in its own name or otherwice, all rights and remedies aforesaid.

7. It is mutually agreed that during the term hereof the Board of Directors of the Society shall be composed of an equal number of writers and publishers respectively, and that the revealing distributed by the Beard of Directors shall be divided into two (2) .quel nume, and one (1) each of such sur- credited respectively to and for division amonget (a) the writer members, and (b) the publisher members, in accordance with the system of distribution and classification as determined by the Classification Committee of each group, in accordance with the Articles of Association as they may be amended from time to time, except that the classification of the Owner within his class may be changed.

8. The Owner agrees that his classification in the Society as determined from time to time by the Classification Committee of his group and/or The Board of Directors of the Society, in case of appeal by him, shall be final, conclusive and binding upon him.

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

The Society shall have the right to adopt from time to time such systems, means, methods and formulae for the establishment of a member's status in respect of classification as will assure a fair, is and equitable distribution of royalties among the membership.

9. "Public Performance" Defined. The term "public performance" shall be construed to mean vocal, instrumental and/or mechanical renditions and representations in any manner or by any method whatsoever, including transmissions by radio and television broadcasting stations, transmission by telephony and/or "wired wireless"; and/or reproductions of performances and renditions by means of devices for reproducing sound recorded in synchronism or timed relation with the taking of motion pictures.

10. "Musical Works" Defined. The phrase "musical works" shall be construed to mean musical compositions and dramatico-musical compositions, the words and music thereof, and the respective arrangements thereof, and the selections therefrom.

11. The powers, rights, authorities and privileges by this instrument vested in the Society, are deemed to include the World, provided, however, that such grant of rights for foreign countries shall be subject to any agreements now in effect, a list of which are noted on the reverse side hereof.

12. The grant made herein by the owner is modified by and subject to the provisions of (a) the Amended Final Judgment (Civil Action No. 13-95) dated March 14, 1950 in U. S. A. v. ASCAP as further amended by Order dated January 7, 1960, (b) the Final Judgment (Civil Action No. 42-245) in U. S. A. v. ASCAP, dated March 14, 1950, and (c) the provisions of the Articles of Association and resolutions of the Board of Directors adopted pursuant to such judgments and order.

AMERICAN SOCIETY OF COMPOSERS, THORS AND PUBLISHERS, President

MARIO DIAZ

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April 3, 1985

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

Gentlemen:

With respect to the membership agreement entered into between us for the period January 1, 1976 through December 31, 1985, you and the undersigned hereby agree to extend the agreement and all the terms, conditions and provisions thereof for all purposes for a further period of ten (10) years, so that it shall expire on the 31st day of December, 1995, instead of on the 31st day of December, 1985.

The signature of the Society's President under the word "ACCEPTED" together with the signature of the undersigned, will make this a valid, binding and enforceable agreement between us.

Sincerely yours, SILVA S-ANTONIO

ACCEPTED:

AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS

By:

President

June 10, 1985

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

Gentlemen:

With respect to the membership agreement entered into between us for the period January 1, 1976 through December 31, 1985, you and the undersigned hereby agree to extend the agreement and all the terms, conditions and provisions thereof for all purposes for a further period of ten (10) years, so that it shall expire on the 31st day of December, 1995, instead of on the 31st day of December, 1985.

The signature of the Society's President under the word "ACCEPTED" together with the signature of the undersigned, will make this a valid, binding and enforceable agreement between us.

Sincerely yours,

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ACCEPTED:

AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS

By: 🖕

President

April 3, 1985

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

Gentlemen:

With respect to the membership agreement entered into between us for the period January 1, 1976 through December 31, 1985, you and the undersigned hereby agree to extend the agreement and all the terms, conditions and provisions thereof for all purposes for a further period of ten (10) years, so that it shall expire on the 31st day of December, 1995, instead of on the 31st day of December, 1985.

The signature of the Society's President under the word "ACCEPTED" together with the signature of the undersigned, will make this a valid, binding and enforceable agreement between us.

Sincerely yours,

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ACCEPTED:

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AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS

President

By:\_

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<u>1986-1995</u>	No.
	Rec'd November 17, 1
	Agreement Between
	CARTAGENA ENTERPRISES, INC.
	AND
	American Society of Composers, Authors & Publishers
	1 LINCOLN PLAZA NEW YORK, N. Y. 10023
	Dated: November 13,
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Rec'd November 17, 1986

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Dated: November 13, 1986

بالمنافق المراقب المراجع

AGREEMENT made between the Undersigned (for brevity called "Owner") and the AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS (for brevity called "Society"), in consideration of the promises and of the mutual covenants increased, as follows:

1. The Owner grants to the Society for the term hereof, the right to license non-dramatic public performances (as hereinafter defined), of each musical work:

Of which the Owner is a copyright proprietor; or

Which the Owner, alone, or jointly, or in collaboration with others, wrote, composed, published, acquired or owned; or In which the Owner now has any right, title, interest or control whatsoever, in whole or in part; or

Which hereafter, during the term hereof, may be written, composed, acquired, owned, published or copyrighted by the Owner, alone, jointly or in collaboration with others; or

In which the Owner may hereafter, during the term hereof, have any right, title, interest or control, whatsoever, in whole or in part.

The right to license the public performance of every such musical work shall be deemed granted to the Society by this instrument for the term hereof, immediately upon the work being written, composed, acquired, owned, published or copyrighted.

#### The rights hereby granted shall include:

(a) All the rights and remedies for enforcing the copyright or copyrights of such musical works, whether such copyrights are in the name of the Owner and/or others, as well as the right to sue under such copyrights in the name of the Society and/or in the name of the Owner and/or others, to the end that the Society may effectively protect and be assured of all the rights hereby granted.

(b) The non-exclusive right of public performance of the separate numbers, songs, fragments or arrangements, melodies or selections forming part or parts of musical plays and dramatico-musical compositions, the Owner reserving and excepting from this grant the right of performance of musical plays and dramatico-musical compositions in their entirety, or any part of such plays or dramatico-musical compositions on the legitimate stage.

(c) The non-exclusive right of public performance by means of radio broadcasting, telephony, "wired wireless," all forms of synchronism with motion pictures, and/or any method of transmitting sound other than television broadcasting.

(d) The non-exclusive right of public performance by television broadcasting; provided, however, that:

(i) This grant does not extend to or include the right to license the public performance by television broadcasting or otherwise of any rendition or performance of (a) any opera, operetta, musical comedy, play or like production, as such, in whole or in part, or (b) any composition from any opera, operetta, musical comedy, play or like production (whether or not such opera, operetta, musical comedy, play or like production was presented on the stage or in motion picture form) in a manner which recreates the performance of such composition with substantially such distinctive scenery or costume as was used in the presentation of such opera, operetta, musical camedy, play or like production (whether or not such opera, operetta, musical comedy, play or like productions was presented on the stage or in motion picture form): provided, however, that the rights hereby granted shall be deemed to include a grant of the right to license non-dramatic performances of compositions by television broadcasting of a motion picture containing such composition if the rights in such motion picture other than those granted hereby have been obtained from the parties in interest.

(ii) Nothing herein contained shall be deemed to grant the right to license the public performance by television broadcasting of dramatic performances. Any performance of a separate musical composition which is not a dramatic performance, as defined herein, shall be deemed to be a non-dramatic performance. For the purposes of this agreement, a dramatic performance shall mean a performance of a musical composition on a television program in which there is a definite plot depicted by action and where the performance of the musical composition is woven into and carries forward the plot and its accompanying action. The use of dialogue to establish a mere program format or the use of any nondramatic.

(iii) The definition of the terms "dramatic" and "non-dramatic" performances contained herein are purely for the purposes of this agreement and for the term thereof and shall not be binding upon or prejudicial to any position taken by either of us subsequent to the term hereof or for any purpose other than this agreement.

(e) The Owner may at any time and from time to time, in good faith, restrict the radio or television broadcasting of compositions from musical comedies, operas, operettas and motion pictures, or any other composition being excessively broadcast, only for the purpose of preventing harmful effect upon such musical comedies, operas, operettas, motion pictures or compositions, in respect of other interests under the copyrights thereof; provided, however, that the right to grant limited licenses will be given, upon application, as to restricted compositions, if and when the Owner is unable to show reasonable hazards to his or its major interests likely to result from such radio or television broadcasting, and provided further that such right to restrict any such composition shall not be exercised for the purpose of permitting of regulating of fees for the recording or transcribing of such composition, and provided further that in no case shall any charges, "free plugs", or other consideration be required in respect of any permission granted to perform a restricted composition, and provided further that in no event shall any composition, after the initial radio or television broadcast thereof, be restricted for the purpose of confining further radio or television broadcasts thereof, be restricted for the purpose of at any time and from time to tune, in good faith, restrict the radio or television broadcasting of any composition not contained in the repetrory of Suciety or on a claim by a non-member of Society that Society does not have the right to license the public performance of such composition by radio or television broadcasting.

2. The term of this agreement shall be for a period commencing on the date hereof and expiring on the 31st day of December, 1985.

3. The Society agrees, during the term hereof, in good faith to use its best endeavors to promote and carry out the objects for which it was organized, and to hold and apply all robalties, profits, benefits and advantages arising from the exploitation of the rights assigned to it by its several members, including the Owner, to the uses and purposes as provided in its Articles of Association (which are hereby incorporated by reference), as now in force or as hereafter amended.

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4. The Owner hereby irrevocably, during the term hereof, asthorizes, empowers and vests in the Society the right to enforce and protect such rights of , while performance under any and all copyrights, whether standing in the mame of the Owner and/or others, in any and all works copyrighted by the Owner, and/or by others; to prevent the infringement thereof, to litigate, collect and receipt for damages arising from infringement, and in its sole judgment to join the Owner and/or others in whose names the copyright may stand, as parties plaintiff or defendants in suits or proceedings; to bring suit in the name of the Society, or others in whose name the copyright may stand, or otherwise, and to release, compromise, or refer to arbitration any actions, in the same manner and to the same extent and to all intents and purposes as the Owner might or could do, had this instrument not been made.

5. The Owner hereby makes, constitutes and appoints the Society, or its successor, the Owner's true and lawful attorney, irrevocably during the term hereof, and in the name of the Society or its successor, or in the name of the Owner, or otherwise, to do all acts, take all proceedings, execute, acknowledge and deliver any and all instruments, papers, documents, process and plasdings that may be necessary, proper or expedient to restrain infringements and recover damages in respect to or for the infringements or other violation of the rights of public performance in such works, and to discontinue, compromise or refer to arbitration any such proceedings or actions, or to make any other disposition of the differences in relation to the premises.

6. The Owner agrees from time to time, to execute, acknowledge and deliver to the Society, such assurances, powers of attorney or other authorizations or instruments as the Society may deem necessary or expedient to enable it to exercise, enjoy and enforce, in its own name or otherwise, all rights and remedies aforesaid.

7. It is mutually agreed that during the term hereof the Board of Disactors of the Society shall be composed of an equal number of writers and publishers respectively, and that the royalties distributed by the Board of Directors shall be divided into two (2) equal sums, as J one (1) each of such sums credited respectively to and for division amongst (a) the writer members, and (b) the publisher members, in accordance with the system of distribution and classification as determined by the Classification Committee of each group, in accordance with the Articles of Association as they may be amendeu from time to time, except that the classification of the Owner within his class may be changed.

8 The Owner agrees that his classification in the Society as determined from time to time by the Classification Committee of his group and/or The Board of Directors of the Society, in case of appeal by him, shall be final, conclusive and binding upon him.

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

The Society shall have the right to adopt from time to time such systems, means, methods and formulae for the establishment of  $\alpha$  member's status in respect of classification as will assure a fair, just and equitable distribution of royalties among the membership.

9. "... ablic Performance" Defined. The term "public performance" shall be construed to mean vocal, instrumental and/or m. hanical renditions and representations in any manner or by any method whatsoever, including transmissions by radio and elevision bros. asting stations, transmission by telephony and/or "wired wireless"; and/or reproductions of performances nd renditions by means of devices for reproducing sound recorded in synchronism or timed relation with the taking of r. tion pictures.

10. "E sical Works" Defined. The phrase "musical works" shall be construed to mean musical compositions and dramatico- v. d comp sitions, the words and music thereof, and the respective arrangements thereof, and the selections therefore.

11. The powers, rights, authorities and privileges by this instrument vested in the Society, are deemed to include the World, provided, however, that such grant of rights for foreign countries shall be subject to any agreements now in effect, a list of which are noted on the reverse side hereof.

12. The grant made herein by the owner is modified by and subject to the provisions of (a) the Amended Final Judgment (Civil Action No. 13-95) dated March 14, 1950 in U. S. A. v. ASCAP as further amended by Order dated January 7, 1960, (b) the Final Judgment (Civil Action No. 42-245) in U. S. A. v. ASCAP, dated March 14, 1950, and (c) the provisions of the Articles of Association and resolutions of the Board of Directors adopted pursuant to such judgments and order.

day of November SICNED, SEALED AND DELIVERED, on this 13 19.66

AMERICAN SOCIETY OF COMPOSERS. THORS AND PUBLISHERS, Societu President

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ENTERPRISES, INC CARTAGENA OUTOT President 1 B

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April 3, 1985

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

Gentlemen:

With respect to the membership agreement entered into between us for the period January 1, 1976 through December 31, 1985, you and the undersigned hereby agree to extend the agreement and all the terms, conditions and pro-visions thereof for all purposes for a further period of ten (10) years, so that it shall expire on the 31st day of December, 1995, instead of on the 31st day of December, 1985.

The signature of the Society's President under the word "ACCEPTED" together with the signature of the undersigned, will make this a valid, binding and enforceable agreement between us.

Sincerely yours,

QUISQUEYA PUBLISHING

(Please print your name and title)

ACCEPTED:

AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS

By: (

President

April 3, 1985

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

Gentlemen:

With respect to the membership agreement entered into between us for the period January 1, 1976 through December 31, 1985, you and the undersigned hereby agree to extend the agreement and all the terms, conditions and pro-visions thereof for all purposes for a further period of ten (10) years, so that it shall expire on the 31st day of December, 1995, instead of on the 31st day of December, 1985.

The signature of the Society's President under the word "ACCEPTED" together with the signature of the undersigned, will make this a valid, binding and enforceable agreement between us.

Sincerely yours,

VALENTINE, doing business as BOBBY AFUERA MUSIC PUBL

ACCEPTED:

AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS

By

President

April 3, 1985

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

Gentlemen:

With respect to the membership agreement entered into between us for the period January 1, 1976 through December 31, 1985, you and the undersigned hereby agree to extend the agreement and all the terms, conditions and provisions thereof for all purposes for a further period of ten (10) years, so that it shall expire on the 31st day of December, 1995, instead of on the 31st day of December, 1985.

The signature of the Society's President under the word "ACCEPTED" together with the signature of the undersigned, will make this a valid, binding and enforceable agreement between us.

Sincerely yours,

BARNEGAT-MUSIC CORP

By <u>Frederich</u> 1. Kniten Signature

Frederick J. Reiter, Secretary (Please print your name and title)

ACCEPTED:

AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS

By:

President

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

Gentlemen:

With respect to the membership agreement entered into between us for the period January 1, 1976 through December 31, 1985, you and the undersigned hereby agree to extend the agreement and all the terms, conditions and provisions thereof for all purposes for a further period of ten (10) years, so that it shall expire on the 31st day of December, 1995, instead of on the 31st day of December, 1985.

The signature of the Society's President under the word "ACCEPTED" together with the signature of the undersigned, will make this a valid, binding and enforceable agreement between us.

> Sincerely yours, RUBEN BLADES MUSIC ENTERPRISES INC. FUBEN BLADES MUSICAL ENTER PRISES INC. By: (Name) RUBEN BLADES <u>X PRES.</u> (Title)

ACCEPTED:

AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS

By:\_

President

DATA BASE MEMORANDUN TO: ROYALTY DEPARTMENT RITA SNYDER RUBEN BLADES MUSICAL ENTERPRISES, INC. The name of has been changed to RUBEN BLADES PRODUCTIONS, INC. egal Department GH:d cc: Phyllis Fischler February 3, 1986

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Rec'd March 26, 1986

# Between

CTIONS, INC.

society s & Publishers PLAZA

Y. 10023

Dated: March 21, 1986

**AGREEMENT** made between the Undersigned (for brevity cilled "Owner") and the AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS (for brevity called "Society"), in consideration of the premises and of the mutual covenants hereinafter contained, as follows:

1. The Owner grants to the Society for the term hereof, the right to license non-dramatic public performances (as hereinafter defined), of each musical work:

Of which the Owner is a copyright proprietor; or

Which the Owner, alone, or jointly, or in collaboration with others, wrote, composed, published, acquired or owned; or In which the Owner now has any right, title, interest or control whatsoever, in whole or in part; or

Which hereafter, during the term hereof, may be written, composed, acquired, owned, published or copyrighted by the Owner, alone, jointly or in collaboration with others, or

In which the Owner may hereafter, during the term hereof, have any right, title, interest or control, whatsoever, in whole or in part.

The right to license the public performance of every such musical work shall be deemed granted to the Society by this instrument for the term hereof, immediately upon the work being written, composed, acquired, owned, published or copyrighted.

### The rights hereby granted shall include:

(a) All the rights and remedies for enforcing the copyright or copyrights of such musical works, whether such copyrights are in the name of the Owner and/or others, as well as the right to sue under such copyrights in the name of the Society and/or in the name of the Owner and/or others, to the end that the Society may effectively protect and be assured of all the such as the right to such as the right of rights hereby granted.

(b) The non-exclusive right of public performance of the separate numbers, songs, fragments or arrangements, melodies or selections forming part or parts of musical plays and dramatico-musical compositions, the Owner reserving and excepting from this grant the right of performance of musical plays and dramatico-musical compositions in their entirety, or any part of web plays and dramatice entire to the local plays and dramatice entire to the second plays and plays and dramatice entire to the second plays and the second plays and dramatice entire to the second plays and the second plays and the second plays and dramatice entire to the second plays and the second plays are to the second plays and the second plays are to the second plays and the second plays are to the second plays and the second plays are to the second plays such plays or dramatico-musical compo: tions on the legitimate stage.

(c) The non-exclusive right of public performance by means of radio broadcasting, telephony, "wired wireless," all forms of synchronism with motion pictures, and/or any method of transmitting sound other than television broadcasting.

(d) The non-exclusive right of public performance by television broadcasting; provided, however, that:

(a) 11% non-exclusive right of public performance by television broadcasting; provided, nowever, that: (i) This grant does not extend to or include the right to license the public performance by television broadcasting or otherwise of any rendition or performance of (a) any opera, operetta, musical comedy, play or like production, as such, in whole or in part, or (b) any composition from any opera, operetta, musical comedy, play or like production (whether or not such opera, operetta, musical comedy, play or like production was presented on the stage or in motion (whether or not such opera, operetta, musical comedy, play or like production was presented on the stage or in motion scenery or costume as was used in the presentation of such opera, operetta, musical comedy, play or like production (whether or not such opera, operetta, musical comedy, play or like production was presented on the stage or in motion picture form) in a manner which recreates the performance of such opera, operetta, musical comedy, play or like production (whether or not such opera, operetta, musical comedy, play or like production was presented on the stage or in motion picture form): provided, however, that the rights hereby granted shall be deemed to include a grant of the right to license non-dramatic performances of comporitions by television broadcasting of a motion picture containing such compo-sition if the rights in such motion picture other than those granted hereby have been obtained from the parties in interest.

(ii) Nothing herein contained shall be deemed to grant the right to license the public performance by television (11) Nothing herein contained shall be deemed to grant the right to increase the public performance by television broadcasting of dramatic performances. Any performance of a separate musical composition which is not a dramatic performance, as defined herein, shall be deemed to be a non-dramatic performance. For the purposes of this agreement, a dramatic performance shall mean a performance of a musical composition on a television program in which there is a definite plot depicted by action and where the performance of the musical composition is woven into and carries forward definite plot depicted by action and where the performance of the musical composition is moven into and carries forward the plot and its accompanying action. The use of dialogue to establish a mere comprant format or the use of any posthe plot and its accompanying action. The use of dialogue to establish a mere program format or the use of any non-dramatic device merely to introduce a performance of a composition shall not be deemed to make such performance dramatic.

(iii) The definition of the terms "dramatic" and "non-dramatic" performances contained herein are purely for the purposes of this agreement and for the term thereof and shall not be binding upon or prejudicial to any position taken by either of us subsequent to the term hereof or for any purpose other than this agreement.

(e) The Owner may at any time and from time to time, in good faith, restrict the radio or television broadcasting of compositions from musical comedies, operas, operettas and motion pictures, or any other composition being excessively broad-cast, only for the purpose of preventing harmful effect upon such musical comedies, operas, operettas, motior pictures or compositions, in respect of other interests under the copyrights thereof; provided, however, that the right to grant limited licenses will be given, upon application, as to restricted compositions broadcasting, and provided further that such right to restrict any such composition shall not be exercised for the purpose of permitting of fees for the recording of transcribing of such composition, and provided further that in no case shall any charges, "free plugs", or the recording or transcribing of such composition, after the initial radio or television broadcast thereof, be restricted for the purpose of confining further radio or television hroadcast thereof to a particular artist, station, network or program. The Owner may also at any time and from time to tune, in good faith, restrict the radio or television broadcasting of any composition not contained in the repertory of Society or on a claim by a non-member of Society that Society does not have the right to license the public performance of such composition program broadcasting. license the public performance of such composition by radio or television broadcasting.

2. The term of this agreement shall be for a period commencing on the date hereof and expiring on the 31st day of December, 1995.

3. The Society agrees during the term hereof, in good faith to use its best endeavors to promote and carry out the objects for which it was organized, and to hold and apply all royalties, profits, benefits and advantages arising from the exploitation of the rights assigned to it by its several members, including the Ourser, to the uses and purposes as provided in its Articles of Association (which are hereby incorporated by reference), as now in force or a hereafter amended.

4. The Owner hereby irrevocably, during the term hereof, authorizes, empowers and vests in the Society the right to enforce and protect such rights of public performance under any and all copyrights, whether standing in the name of the Owner and/or others, in any and all works copyrighted by the Owner, and/or by others; to prevent the infragement thereof, to litigate, collect and receipt for damages arising from infringement, and in its sole judgment to join the Owner and/or others in whose names the copyright may stand, as parties plaintiff or defendants in suits or proceedings; to bring suit in the name of the Owner and/or in the name of the Society, or others in whose name the copyright may stand, or otherwise, and to release, compromise, or refer to arbitration any actions, in the same manner and to the same extent and to all intents and purposes as the Owner might or could do, had this instrument not been made.

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5. The Owner hereby makes, constitutes and appoints the Society, or its successor, the Owner's true and lawful attorney, irrevocably during the term hereof, and in the name of the Society or its successor, or in the name of the Owner, or otherwise, to do all acts, take all proceedings, execute, acknowledge and deliver any and all instruments, papers, documents, process and pleadings that may be necessary, proper or expedient to restrain infringements and recover damages in respect to or for the infringement or other violation of the rights of public performance in such works, and to discontinue, compromise or refer to arbitration any such proceedings or actions, or to make any other disposition of the differences in relation to the premises.

6. The Owner agrees from time to time, to execute, acknowledge and deliver to the Society, such assurances, powers of attorney or other authorizations or instruments as the Society may deem necessary or expedient to enable it to exercise, enjoy and enforce, in its own name or otherwise, all rights and remedies aforesaid.

7. It is mutually agreed that during the term bereof the Board of Directors of the Society shall be composed of an equal number of writers and publishers respectively, and that the royalties distributed by the Board of Directors shall be divided into two (2) equal sums, and one (1) each of such sums credited respectively to and for division amongst (a) the writer members, and (b) the publisher members, in accordance with the system of distribution and classification as determined by the Classification Committee of each group, in accordance with the Articles of Association as they may be amended from ture to time, except that the classification of the Owner within his class may be changed.

8. The Owner agrees that his classification in the Society as determined from time to time by the Classification Committee of his group and/or The Board of Directors of the Society, in case of appeal by him, shall be final, conclusive and binding upon him.

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

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

9. "Public Performance" Defined. The term "public performance" shall be construed to mean vocal, instrumental' and/or mechanical renditions and representations in any manner or by any method whatsoever, including transmissions by radio and television broadcasting stations, transmission by telephony and/or "wired wireless"; and/or reproductions of performances and renditions by means of devices for reproducing sound recorded in synchronism or timed relation with the taking of motion pictures.

10. "Musical Works" Defined. The phrase "musical works" shall be construed to mean musical compositions and dramatico-musical compositions, the words and music thereof, and the respective arrangements thereof, and the selections therefore.

11. The powers, rights, authorities and privileges by this instrument vested in the Society, are deemed to include the World, provided, however, that such grant of rights for foreign countries shall be subject to any agreements now in effect, a list of which are noted on the reverse side hereof.

12. The grant made herein by the owner is moduled by and subject to the provisions of (a) the Amended Final Judgment (Civil Action No. 13-95) dated March 14, 1950 in U. S. A. v. ASCAP as further amended by Order dated January 7, 1960, (b) the Final Judgment (Civil Action No. 42-245) in U. S. A. v. ASCAP, dated March 14, 1950, and (c) the provisions of the Articles of Association and resolutions of the Board of Directors adopted pursuant to such judgments and order.

SIGNED	SEALED	AND	DELIVERED	on this	21	.dav of	Hinc	L	19.0.	6
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•	President

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April 3, 1985

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

Gentlemen:

With respect to the membership agreement entered into between us for the period January 1, 1976 through December 31, 1985, you and the undersigned hereby agree to extend the agreement and all the terms, conditions and provisions thereof for all purposes for a further period of ten (10) years, so that it shall expire on the 31st day of December, 1995, instead of on the 31st day of December, 1985.

The signature of the Society's President under the word "ACCEPTED" together with the signature of the undersigned, will make this a valid, binding and enforceable agreement between us.

Sincerely yours,

SONGS OF MEXICO, INC.

By <u>Signature</u>

Lic. Gerard de La Chapelle, Managing Director (Please print your name and title)

ACCEPTED:

AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS

By: President

April 3, 1985

Ρ

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

Gentlemen:

With respect to the membership agreement entered into between us for the period January 1, 1976 through December 31, 1985, you and the undersigned hereby agree to extend the agreement and all the terms, conditions and provisions thereof for all purposes for a further period of ten (10) years, so that it shall expire on the 31st day of December, 1995, instead of on the 31st day of December, 1985.

The signature of the Society's President under the word "ACCEPTED" together with the signature of the undersigned, will make this a valid, binding and enforceable agreement between us.

Sincerely yours,

SOUTHERN MUSIC PUBL CO INC

By Noch Marin H Signature

RALPH PEER, II - PRESIDENT

(Please print your name and title)

ACCEPTED:

By:

AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS

President

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June 10, 1985

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

Gentlemen:

With respect to the membership agreement entered into between us for the period January 1, 1976 through December 31, 1985, you and the undersigned hereby agree to extend the agreement and all the terms, conditions and provisions thereof for all purposes for a further period of ten (10) years, so that it shall expire on the 31st day of December, 1995, instead of on the 31st day of December, 1985.

The signature of the Society's President under the word "ACCEPTED" together with the signature of the undersigned, will make this a valid, binding and enforceable agreement between us.

Sincerely yours,

U S ARABELLA MUSIC PUB INC C Aug. 3,1985 By Signature Egmont Lueftner/, President (Please print your name and title)

ACCEPTED:

AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS

Ву:\_\_\_\_

President

April 3, 1985

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

Gentlemen:

With respect to the membership agreement entered into between us for the period January 1, 1976 through December 31, 1985, you and the undersigned hereby agree to extend the agreement and all the terms, conditions and provisions thereof for all purposes for a further period of ten (10) years, so that it shall expire on the 31st day of December, 1995, instead of on the 31st day of December, 1985.

The signature of the Society's President under the word "ACCEPTED" together with the signature of the undersigned, will make this a valid, binding and enforceable agreement between us.

Sincerely yours,

GOLDEN SANDS ENTERPRISES, INC.

By Signature Ec. HARLES REVER (Please print your name and title)

ACCEPTED:

AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS

By: esident

	(DURATION IN MINUTES)
TITLE: NO ME PREGUNTEN POR EL	
COMPOSER (AFFILIATION) Carlos Peña (sacm)	AUTHOR (AFFILIATION) Same
CHECK ORIGINAL COPYRIGHT ONE ARR. OF PUBLIC DOMAIN WORK COPYRIGHT OWNER	ARR: (AFFILIATION) PUBLISHER (AFFILIATION) SACM
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ENTER REMARKS AND SUB-PUBLISHING AGREEMENTS	

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Membership Number:

April 3, 1985

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

Gentlemen:

With respect to the membership agreement entered into between us for the period January 1, 1976 through December 31, 1985, you and the undersigned hereby agree to extend the agreement and all the terms, conditions and provisions thereof for all purposes for a further period of ten (10) years, so that it shall expire on the 31st day of December, 1995, instead of on the 31st day of December, 1985.

The signature of the Society's President under the word "ACCEPTED" together with the signature of the undersigned, will make this a valid, binding and enforceable agreement between us.

Sincerely yours,

GOLDEN SANDS ENTERPRISES, INC.

By angture EC - HARLES (.J.R EVER (Please print your name and title)

ACCEPTED:

AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS

By: President

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Inf. per list of SPACEM report attached to R.". memo 5/14/64 = fg

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<u>1986</u>	Radio
Title	Credits
Title AMORA A LA LIGERA* BAJO LA SOMBRA DE UN PINO* BAJO UN PALMOR* DERECHO DE NACER (EL)* ENOJO* IRRESISTBLE* LO QUE ES DE JUAN* MI ULTIMA CANCION* NO ME PREGUNTEN POR EL* PATACON PISAO* SOMBRAS* ANO VIEJO (EL) CUMBIA Y YO (LA) DE TIERRAS LAJANAS DEJALA QUE VUELVA DEL TABACON (EL) DIME QUE SI EL POLVERETE GOLPE CON GOLPE JARDINERO (EL) JUANA PIMIENTA LA CALAMBRINA LA CALAMBRINA LA CASCARITA LECHE CONDENSADA LLORNA LOCA LA MELEQUE NUESTRO JURAMENTO PA'L CARNIVAL QUE LINDAS SON LAS MANANAS SOY CASADA TABACO Y RON	Radio <u>Credits</u> 100.205 35.420 112.231 34.155 70.840 5.600 96.519 208.523 259.945 316.391 114.472 151.238 69.575 99.883 41.568 79.239 178.881 39.436 151.065 125.184 27.461 47.554 23.777 75.342 74.573 89.418 234.136 63.086 68.310 69.398 35.420
TODO LO QUE TENGO ES TUYO	75.342
TOTAL Including Songs in the Settling Parties' Combined Repertories.	3,174.187
Excluding Songs in the Settling Parties' Combined Repertories.	1,819.886

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ASCAP SURVEYED RADIO PERFORMANCES OF ACEMLA-CLAIMED WORKS

\* Denotes songs which are in the Settling Parties' Combined Repertories.

#### REBUTTAL TESTIMONY OF ROBERT L. AHROLD

Mr. Chairman, Commissioners, my name is Robert L. Ahrold. I am Vice President for Corporate Relations at Broadcast Music, Inc., and I am appearing in order to give rebuttal testimony on behalf of the Settling Parties. My background and qualifications are fully set forth in my direct testimony before this Tribunal in the 1985 Jukebox Royalty Distribution Proceeding and have been incorporated herein by reference.

## I. Introduction.

My testimony will focus on the following subjects: (1) to co-sponsor Settling Parties Phase II Exhibit 3R and to sponsor Settling Parties Phase II Exhibit 7R, which together show that ACEMLA has improperly claimed works which are actually in the Settling Parties' combined repertories; and (2) to sponsor Settling Parties Phase II Exhibit 8R, BMI's radio performance analysis of ACEMLA songs.

## II. ACEMLA Has Claimed Songs Actually in the Settling Parties' Combined Repertories.

I appear as co-sponsor of Phase II Exhibit 3R, which lists 73 songs ACEMLA has claimed in this proceeding which are actually in the Settling Parties' combined repertories.<sup>1/</sup> Attached as Phase II Exhibit 7R is the documentation of those 45 songs identified on Exhibit 3R which are in the BMI repertory. Exhibit 7R consists of material which was prepared in the ordinary course of business by BMI's Research Department. Also included in Exhibit 7R is documentation that a song previously claimed by ACEMLA in prior proceedings is actually in BMI's repertory. The title of the song is "El Derecho de Nacer." The documentation for it is in Exhibit 7R at p.  $15.^{2/}$ 

#### III. Performance of ACEMLA Songs as Shown by BMI's 1986 Radio Performance Analysis.

I turn now to the issue of the amount of the award, if any, to which ACEMLA is entitled in this proceeding.<sup>3/</sup> In prior jukebox royalty distribution determinations, the Copyright Royalty Tribunal has relied upon the BMI and ASCAP analyses of radio performances as evidence of ACEMLA's entitlement. For example, in the 1982–1983 proceedings, the Tribunal required ACEMLA to provide a representative list of

<sup>1</sup> This portion of my rebuttal testimony addresses the Phase II Direct Case of ACEMLA, p.3 and Phase II Exhs. 1, 2 and 3.

<sup>2 &</sup>quot;El Derecho de Nacer" appears in ACEMLA's Most Performed Works List in the 1982/1983 proceeding.

<sup>3</sup> This portion of my testimony addresses the Phase II Direct Case of ACEMLA, p. 1, paragraph 2, and the testimony of L. Raul Bernard, Phase II Tr. 9-10.

the Spanish-language songs it claimed to license so that the radio airplay of those songs, as shown by the BMI and ASCAP radio analyses, could be determined.

In the 1982-83 consolidated proceedings, ACEMLA introduced a list of 179 songs allegedly performed in those years. BMI and ASCAP analyzed the ACEMLA list and submitted the results to the Tribunal. For the 1984 proceeding, BMI and ASCAP analyzed the 1984 radio performance data for those 179 songs, as supplemented by newly claimed ACEMLA titles, and again submitted the results to the Tribunal.

In the 1985 proceeding, BMI and ASCAP supplemented the combined 1982-83 and 1984 lists with ACEMLA's newly claimed songs in 1985, resulting in a list of 458 songs. We again analyzed the 1985 radio airplay of these ACEMLA-claimed songs. Prior to aggregating the results for each song, we deleted from the list of ACEMLA songs 62 songs which were in the Settling Parties' repertories, as listed in Exhibit 24R in the 1985 proceeding. BMI then aggregated the results of its 1985 radio performance analysis for the remaining 396 titles claimed by ACEMLA. The results of the BMI Research Department's analysis are listed on Settling Parties Exhibit 32R in the 1985 proceeding. In addition, at the direction of the Tribunal, BMI recalculated ACEMLA's hypothetical award to include performances of the 62 songs actually in the Settling Parties' repertories.

For the 1986 proceeding, the Settling Parties similarly supplemented prior lists to include song titles highlighted in ACEMLA's 1986 direct case. This year, BMI has also calculated ACEMLA's hypothetical award two ways, both including and excluding songs claimed by ACEMLA which are actually in the Settling Parties' repertories. The results are set forth in Exhibit 8R.

The Research Department's goal was to determine the approximate amount of royalties, if any, which would have been paid by BMI to a publisher or writer if the songs claimed by ACEMLA had been in BMI's repertory in the year 1986. The amounts listed are derived from the total number of appearances, if any, that each individual song made in the BMI radio performance analysis for that year.

A description of the methods employed in determining royalty payments by BMI to its affiliated publishers and writers has been submitted to the Tribunal in prior proceedings, and has been incorporated by reference. Therefore, I will not repeat that description here. One point I will emphasize, however, as I did in last year's proceeding, is that BMI has alphabetical listings of all raw performance data for 1986. Accordingly, the BMI Research Department can identify, and has identified in this proceeding, radio performances of the non-BMI works claimed by ACEMLA, in order to calculate the hypothetical payments these songs would have earned had they all been contained in the BMI repertory in 1986.

As I indicated before, the results of the BMI analysis are listed on Settling Parties Phase II Exhibit 8R. Based on these results, ACEMLA would have earned a total of \$1,763.40 for radio performances in 1986, if all 580 songs had been in BMI's repertory. That would have accounted for only 0.00528% of BMI's distribution for all similar United States radio performances in 1986.

If one applies this percentage to the total 1986 jukebox royalty fund, taking a figure of 50% to reflect BMI's hypothetical share, one can arrive at an approximate dollar amount of ACEMLA's award in this proceeding. The total 1986 fund is \$4,925,887 (excluding interest). Applying the figure .00528% to half of that sum, or \$2,462,944, ACEMLA would receive approximately \$130.04 for 1986.

Repeating this analysis after subtracting the 73 songs claimed by ACEMLA which are actually in the Settling Parties' repertories yields the following results: ACEMLA would have earned a total of \$723.10 for radio performances in 1988, or 0.00217% of BMI's total radio performance

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distributions for 1986. The appropriate dollar amount of ACEMLA's award in this proceeding would be reduced from \$130.04 to \$53.45.

The range of ACMELA's possible award in this proceeding would thus be from \$130.04 to \$53.45. By way of comparison, the same two step analysis in last year's proceeding resulted in a range from \$112.17 (including Settling Parties' songs) to \$34.24 (excluding such songs).

#### IV. Appearance as Sponsoring Witness.

I appear as co-sponsoring witness for Settling Parties Exhibit 3R.

### V. <u>Conclusion</u>.

Mr. Chairman, Commissioners, I think the Settling Parties have once again demonstrated that if ACEMLA is entitled to anything, it is entitled to at most the tiniest fraction of the jukebox royalties in controversy. Evidence of the impartiality and accuracy of BMI's radio performance analysis has been included in the prior jukebox royalty distribution proceedings, and remains unchallenged. This analysis and ASCAP's survey together demonstrate conclusively that ACEMLA is entitled to, at most, a minimal award from the 1986 jukebox royalty fund. I appreciate the opportunity to appear before the Tribunal once again.

SETTLING PARTIES PHASE II EXH. 7R

UNDERLYING DOCUMENTATION REGARDING BMI WORKS IN SETTLING PARTIES PHASE II EXHIBIT 3R

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WT; AMOR A LA LIGERA 314D8002 T3 AMOR A LA LIGERA 00000 TITLE: AMOR A LA LIGERA ¥ CFEDIT RATE 1.00 \* SONG NUM A094960 CLEARANCE \$2013628 CLR DATE 10/31/63 LICENSE YES LOG US/C LAST CHG. \$683 CTR D A T E 02/17/84 RIGHTS \*DOM\* ORIG ACCT US SHARE CAN SHR PAY FLAGS WRITER/PUBLISHER SC AFFL MAE00000 NA 100.00 \*NO PAY DOMESTICN/WH\* 01 00000 9 PROC K8201 .00 100.00 \* CAN SUB N/WH\* 02 00000 9 BMI Y0378 100.00 .00 \* US WD ORI N/WH\* 03 ...SANTIAGO ISMAE00000 ..UNART-MORRO 00000 9 PROC K8201 .. MORRO MUSIC -- OPTIONS: T1, T2, PF1=PAGE ... Y = PART DETL/WC = WRTR CAT PF3=CANCEL PF6=PERFS

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DT;AMOR EN EL CAMPO AMOR EN EL CAMPO 00001 TITLE: AMOR EN EL CAMPO

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 DT;CARINITO<br/>CARINITO
 00011
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 TITLE:
 CARINITO
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 SONG NUM<br/>CLEARANCE #2070667<br/>LAST CHG. #956 TFM
 CREDIT RATE 1.00 \*
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DT;CARITA DE ANGEL CARITA DE ANGEL 00006 TITLE: VIDITA AKA; CARITA DE ANGEL

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SONG NUMCREDIT RATE1.00\*\*CLEARANCE #2615121CLR DATE 11/30/53LICENSE YESLOG US/CLAST CHG. #102 CTRD A T E 03/01/82RIGHTS \*DOM\* ORIG

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KT;<u>CEL</u>OS SIN MO CELOS SIN MOTIVO ଉଉଉଉଡ TITLE: CELOS SIN MOTIVO

CREDIT RATE 1.00 ¥ SONG NUM × LICENSE YES LOG US/C CLEARANCE #2073893 CLR DATE 06/30/66 RIGHTS \*DOM\* ORIG DATE 10/06/86 LAST CHG. #799 CTR

PAY FLAGS ACCT US SHARE CAN SHR SC AFFL WRITER/PUBLISHER \*NO PAY DOMESTICN/WH\* 01 100.00 ...SANTIAGO ISMAE00000 NA \* US/CAN WD ORI N/WH\* 02 .. MORRO MUSIC 00000 9 BMI YØ378 100.00

.. Y = PART DETL/WC = WRTR CAT

-- OPTIONS: T1, T2, PF1=PAGE PF3=CANCEL LR/LL/L =LEGAL UPDATE X0=PRNT

DT; COSAS COMO TU 31D25103 T3 00000 COSAS COMO TU TITLE: COSAS COMO TU × CREDIT RATE 1.00 1884990 SONG NUM LOG US/C LICENSE YES CLR DATE 08/21/53 CLEARANCE #2094925 RIGHTS \*DOM\* ORIG LAST CHG. #377 TFM DATE 01/17/80 PAY FLAGS SC AFFL ACCT US SHARE CAN SHR WRITER/PUBLISHER 100.00 \*NO PAY DUMESTICN/WH\* 01 ALVARADO SANTI00000 SPACE 100.00 .00 \* US WD ORI N/WH\* 02 00000 6 BMI 99901 . APRS .00 100.00 \* CAN SUB N/WH\* 03 ... PEER INTERNATI00000 9 PROC K1113

-- OPTIONS: T1, T2, PF1=PAGE PF3=CANCEL .. Y = PART DETL/WC = WRTR CAT

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PF6=PERFS

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DT;CUMBIA ENAMORADA CUMBIA ENAMORADA 00000 TITLE: CUMBIA ENAMORADA

SONG NUM CREDIT RATE 1.00 \* \* CLEARANCE #2102402 CLR DATE 09/30/68 LICENSE YES LOG US/C LAST CHG. #260 TFM D A T E 04/22/88 RIGHTS \*FOR\* ORIG

WRITER/FUBLISHERSC AFFLACCTUS SHARE CANSHRP A YF L A G S..ROMEROGABRIEL00000NA100.00\*NOPAYDOMESTICN/WH\* 01..SONOINTERCOL000000SAYCO.00\*WDORIN/WH\* 02..MUSICAUNICAF0000009BMIW8365100.00\*US/CANSUBN/WH\* 03

-- OPTIONS: T1, T2, PF1=PAGE PF3=CANCEL .. Y = PART DETL/WC = WRTR CAT

314F1201 T3

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DI;CUMBIA UNIVERSAL CUMBIA UNIVERSAL 00001 TITLE: CUMBIA UNIVERSAL

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SONG NUM A083728 CREDIT RATE 901.00 \* \* \* CLEARANCE #2102439 CLR DATE 07/31/63 LICENSE YES LOG US/C LAST CHG. #083 D A T E 04/08/74 RIGHTS \*FOR\* ORIG

WRITER/PUBLISHER	sc	AFFL	ACCT	US SHARE	CAN S	HR	PAY	FLA	a G S	
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APRS-COLOMBIA 00000		BMI	P9904	50.00		*	US/CAN	SUB	N/WH*	03
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-- OPTIONS: T1, T2, PF1=PAGE PF3=CANCEL .. Y = PART DETL/WC = WRTR CAT

PF6=PERFS

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DT;DESANDANDO DESANDANDO 00000 TITLE: DESANDANDO

SONG NUM A015779 CREDIT RATE 1.00 \* \* CLEARANCE #2113077 CLR DATE 11/15/57 LICENSE YES LOG US/C LAST CHG. #444 TFM D A T E 08/29/79 RIGHTS \*DOM\* ORIG

WRITER/PUBLISHER SCAFFL ACCT US SHARE CAN SHR PAY FLAGS .ALVARADO SANTI00000 SPACE 100.00 \*NO PAY DOMESTICN/WH\* 01 .APRS 00000 6 BMI P9901 100.00 .00 \* US WD ORI N/WH\* 02 .FEER INTERNATI00000 9 PROC K1113 .00 100.00 \* CAN SUB N/WH\* 03

PF3=CANCEL

-- OPTIONS: T1, T2, PF1=PAGE .. Y = PART DETL/WC = WRTR CAT

PF6=PERFS

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31D43B03 T3

DT; DESESPERACION 00014 DESESPERACION TITLE: DESESPERACION

CREDIT RATE 1.00 SONG NUM 2272100 LICENSE YES LOG US/C CLR DATE 03/20/41 CLEARANCE #2113505 RIGHTS \*DOM\* ORIG LAST CHG. #120 TFM DATE 03/03/80

PAY ACCT US SHARE CAN SHR FLAGS SC AFFL WRITER/PUBLISHER \* PAY FOR. SOC. N/WH\* Ø1 100.00 ... HERNANDEZ ESCO00000 SACM .00 \* US WD ORI N/WH\* 02 100.00 ..APRS 00000 6 BMI P99Ø1 CAN SUB N/WH\* Ø3 ...PEER INTERNATI00000 9 PROC K1113 .00 100.00 \*

-- OPTIONS: T1, T2, PF1=PAGE PF3=CANCEL .. Y = PART DETL/WC = WRTR CAT

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31D46104 T3

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DT;DONA ROSARIO DONA ROSARIO עשששש TITLE: DONA ROSARIO

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31D54205 T3

SONG NUM CLEARANCE #2127697 LAST CHG. #059 CTR			TE 1.0 01/31/60 08/17/87	<u>j</u>	* LICE RIGH	 YES *FOR·		* LOG ORIG	us/c		
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-- OPTIONS: T1, T2, PF1=PAGE PF3=CANCEL .. Y = PART DETL/WC = WRTR CAT

314F6DØ3 T3 00000 DOS LAZÓS TITLE: \ DOS LAZOS A244079 CREDIT RATE 1.00 SONG NUM ¥ LOG US/C LICENSE YES CLR DATE 06/30/66 CLEARANCE #2128783 RIGHTS \*DOM\* ORIG DATE 10/06/86 LAST CHG. #064 CTR WRITER/PUBLISHER ACCT US SHARE CAN SHR PAY FLAGS SC AFFL \*NO PAY DOMESTICN/WH\* Ø1 .. TIRADO LUZ CEL00000 SPACE 100.00 \* US/CAN WD ORI N/WH\* 02 9 BMI YØ378 100.00 .. MORRO MUSIC 00000

KT: DOS LAZOS

-- OPTIONS: T1, T2, PF1=PAGE PF3=CANCEL LR/LL/L =LEGAL UPDATE X0=PRNT .. Y = PART DETL/WC = WRTR CAT PF6=PERFS

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DT;EL DERECHO EL DERECHO DE NACER ØØØØØ TITLE: EL DERECHO DE NACER

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SONG NUM B139247 CREDIT RATE 1.00 × CLEARANCE #2139247 LICENSE YES LOG US/C CLR DATE 12/31/68 LAST CHG. #707 RIGHTS \*DOM\* DATE 06/16/73 ORIG WRITER/PUBLISHER SC AFEL ACCT US SHARE CAN SHR PAY FLAGS

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DT;EL HIGUERON EL HIGUERON 00000 TITLE: EL HIGUERON COMMENT: LOG US ONLY

CREDIT RATE 1.00 ¥ SONG NUM A726220 LOG US LICENSE YES CLR DATE 10/24/84 CLEARANCE #1726220 DATE Ø8/11/86 RIGHTS \*FOR\* ORIG LAST CHG. #137 TFM PAY FLAGS ACCT US SHARE CAN SHR WRITER/PUBLISHER SC AFFL \* PAY FOR. SOC. N/WH\* 01 ..VILLA ABEL ANT00000 SAYCO 100.00 SUB N/WH\* 02 .00 \* US ..MUSICA UNICA P00000 9 BMI W8365 100.00 WD ORI N/WH\* 03 .. PRODEMUS × .00 SAYCO 00001 CAN SUB N/WH\* Ø4 .. CANADIAN RIGHT00001 .00 100.00 \* CAPAC

-- OPTIONS: T1, T2, PF1=PAGE PF3=CANCEL .. Y = PART DETL/WC = WRTR CAT PF6=PERFS

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DT;EL MACHIN EL MACHIN 00000 TITLE: EL MACHIN COMMENT: LUG US UNLY

SONG NUM CREDIT RATE 1.00 \* \* CLEARANCE #1751870 CLR DATE 07/15/85 LICENSE YES LOG US LAST CHG. #188 TFM D A T E 08/11/86 RIGHTS \*FOR\* ORIG

WRITER/PUBLISHERSC AFFLACCTUS SHARE CAN SHRP A YF L A G S..RODRIGUEZ ALEJ00000SACVE100.00\* PAY FOR. SOC. N/WH\* 01..PRODEMUS00001SAYCO.00\* WD ORI N/WH\* 02..MUSICA UNICA P0000009 BMIW8365100.00.00\* US..CANADIAN RIGHT00001CAPAC.00 100.00\* CANSUB N/WH\* 04

-- OPTIONS: T1, T2, PF1=PAGE PF3=CANCEL ... Y = PART DETL/WC = WRTR CAT

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DT;EL ZORZAL EL ZORZAL. TITLE: EL ZORZAL SONG NUM A185233 CLEARANCE #2142389 LAST CHG. #536 CLR DATE 07/31/67 D A T E 04/08/74 RIGHTS \*DOM\* ORIG WRITER/PUBLISHER SC AFFL ACCT US SHARE CAN SHR PAY FLAGS

..ACEVEDO PLACID000000 9 BMI B8666 100.00 \*PAY WRITER DIR N/WH\* 01 ..APRS 00000 6 BMI P9901 100.00 .00 \* US WD ORI N/WH\* 02 ..PEER INTERNATI00000 9 PROC K1113 .00 100.00 \* CAN SUB N/WH\* 03

-- OPTIONS: T1, T2, PF1=PAGE PF3=CANCEL .. Y = PART DETL/WC = WRTR CAT PF6=PERFS

DT;EN ESTA NAVIDAD EN ESTA NAVIDAD 000024 TITLE: EN ESTA NAVIDAD

SONG NUM B144141 CREDIT RATE 1.00 \* \* CLEARANCE #2144141 CLR DATE 04/22/55 LICENSE YES LOG US/C LAST CHG. #863 D A T E 10/21/75 RIGHTS \*DUM\* URIG

WRITER/PUBLISHERSC AFFLACCTUS SHARE CAN SHRP A YF L A G S..RODRIGUEZJOHN00001NA100.00\* PAY PUBLISHER N/WH\* 01..APRS0000006 BMIP9901100.00.00 \* USWD ORI N/WH\* 02..PEERINTERNATI0000009 PROCK1113.00 100.00 \*CANSUB N/WH\* 03

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-- OPTIONS: T1, T2, PF1=PAGE PF3=CANCEL .. Y = PART DETL/WC = WRTR CAT

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31D8AA03 T3

DT;EN NOMBRE DE D EN NOMBRE DE DIOS 00000 TITLE: EL NOMBRE DE DIOS AKA: EN NOMBRE DE DIOS

SONG NUM A254670 CREDIT RATE 1.00 \* \* \* CLEARANCE #2140656 CLR DATE 12/31/68 LICENSE YES LOG US/C LAST CHG. #718 TFM D A T E 02/29/80 RIGHTS \*DOM\* ORIG

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-- OPTIONS: T1, T2, PF1=PAGE PF3=CANCEL .. Y = PART DETL/WC = WRTR CAT

PF6=PERFS

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31D78FØ1 T3

DT;ERES TODO PARA MI ERES TODO FARA MI 00000 TITLE: ERES TODO PARA MI

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314FB602 T3

CREDIT RATE 1.00 SONG NUM A144076 ¥ CLEARANCE #2146459 CLR DATE 06/30/66 LICENSE YES LOG US/C RIGHTS \*DOM\* ORIG LAST CHG. #222 CTR DATE 10/06/86

WRITER/PUBLISHER SCAFFL ACCT US SHARE CAN SHR PAY FLAGS FIRADO LUZ CEL00000 SPACE 100.00 \* PAY FOR. SOC. N/WH\* 01 .. TIRADO LUZ CEL00000 SPACE \* US/CAN WD ORI N/WH\* Ø2 .. MORRO MUSIC 00000 9 BMI Y0378 100.00

-- OPTIONS: T1, T2, PF1=PAGE PF3=CANCEL ... Y = PART DETL/WC = WRTR CAT

PF6=PERFS

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SONG NUM A012561 CREDIT RATE 1.00 \* ¥ CLEARANCE #2157957 CLR DATE 12/30/55 LICENSE YES LOG US/C LAST CHG. #198 CTR D A T E 06/21/82 RIGHTS \*DOM\* ORIG

WRITER/PUBLISHER SC AFFL ACCT US SHARE CAN SHR PAY FLAGS 
 ...FLORES CORDOVA00000
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-- OPTIONS: T1, T2, PF1=PAGE PF3=CANCEL .. Y = PART DETL/WC = WRTR CAT

PF6=PERFS

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31DA9601 T3

31503C03 T3 00002 HABLAME TITLE: HABLAME CREDIT RATE 1.00 ¥ SONG NUM B197054 ¥ LICENSE YES LOG US/C CLR DATE 06/30/66 CLEARANCE #2197054 RIGHTS \*DOM\* ORIG DATE 10/06/86 LAST CHG. #120 CTR PAY FLAGS SC AFFL ACCT US SHARE CAN SHR WRITER/PUBLISHER 100.00 \*NO PAY DOMESTICN/WH\* 01 ..SANTIAGO ISMAE00000 NA 100.00 \* US/CAN WD ORI N/WH\* 02 .. MORRO MUSIC 00000 9 BMI Y0378

-- OPTIONS: T1, T2, PF1=PAGE .. Y = PART DETL/WC = WRTR CAT

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DT:HABLAME

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DT; IDILIO 31DDC001 73 00010 IDILIO IDILIO TITLE: CREDIT RATE 1.00 44 SONG NUM A127814 LICENSE YES LOG US/C CLR DATE 04/30/62 CLEARANCE #2272954 RIGHTS \*DOM\* ORIG DATE 10/21/75 LAST CHG. #859 PAY FLAGS ACCT US SHARE CAN SHR SC AFFL WRITER/PUBLISHER \* PAY PUBLISHER N/WH\* 01 50.00 .. RODRIGUEZ JOHN00001 NA \* PAY PUBLISHER N/WH\* 02 50.00 .. CAMPOS MOREL JØØØØØ NA \* US WD ORI N/WH\* 03 . 212 100.00 ..APRS 00000 6 BMI P9901 CAN SUB N/WH\* 04 .00 100.00 × .. PEER INTERNATI00000 9 PROC K1113

DT;IRRESISTIBLE IRRESISTIBLE 00007 TITLE: IRRESISTIBLE AKA: EL PRESO

SONG NUM4743500CREDIT RATE1.00\*\*CLEARANCE #2284610CLR DATE 02/27/41LICENSE YESLOG US/CLAST CHG. #181 CTRD A T E 06/21/82RIGHTS \*DOM\* ORIG

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-- OPTIONS: T1, T2, PF1=PAGE PF3=CANCEL .. Y = PART DETL/WC = WRTR CAT

PF6=PERFS

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31DED604 T3

DT;LA AGARRADERA LA AGARRADERA 00001 TITLE: LA AGARRADERA

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CREDIT RATE 1.00 ¥ SONG NUM A157427 ¥ LOG US/C CLEARANCE #20.+327 CLR DATE 03/31/65 LICENSE YES RIGHTS \*DOM\* ORIG DATE 10/06/86 LAST CHG. #163 CTR

FLAGS ACCT US SHARE CAN SHR PAY WRITER/PUBLISHER SC AFFL \* PAY FOR. SOC. N/WH\* 01 ..HERRERA JUNCO 00001 SAYCO 100.00 \* US/CAN WD ORI N/WH\* 02 .. MORRO MUSIC 00000 9 BMI Y0378 100.00

-- OPTIONS: T1, T2, PF1=PAGE ... Y = PART DETL/WC = WRTR CAT

PF3=CANCEL

PF6=PERFS

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DT;LA MEDALLITA LA MEDALLITA 00002 TITLE: LA MEDALLITA COMMENT: LOG US ONLY FD 85-3-19

SONG NUM A714651 CREDIT RATE 1.00 × × CLEARANCE #1714651 CLR DATE 07/11/84 LICENSE YES LOG US LAST CHG. \$313 TFM DATE 03/29/85 RIGHTS \*DOM\* ORIG WRITER/FUBLISHER SC AFFL

ACCT US SHARE CAN SHR FAY FLAGS .. UCHUA CALIXTO 00001 SAYCO 50.00 \* PAY FOR. SOC. N/WH\* 01 ...SALCEDO ORTEGA00000 SAYCO 50.00 \* PAY FOR. SOC. N/WH\* 02 .. CANADIAN RIGHT00001 CAPAC .00 100.00 ¥ CAN SUB N/WH\* 03 ...KUBANEY FUBLIS00000 9 BMI T0314 100.00 \* US/CAN WD DRI N/WH\* 04

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-- OPTIONS: T1, T2, PF1=PAGE PF3=CANCEL .. Y = PART DETL/WC = WRTR CAT

PF6=PERFS

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DT;LA MUCURA LA MUCURA MUCURA AKA: LA SECCHIA COMMENT: LITTLE JUG SONG NUM 6591510 CREDIT RATE 1.00 \* \* CLEARANCE #2318156 CLR DATE 04/31/50 LICENSE YES LOG US/C LAST CHG. #687 D A T E 09/03/73 RIGHTS \*DOM\* ORIG WRITER/PUBLISHER SC AFFL ACCT US SHARE CAN SHR P A Y F L A G S .FUENTES SANDOV00000 NA 100.00 \* PAY PUBLISHER N/WH\* 01 .APRS 00000 6 BMI P9901 100.00 .00 \* US WD ORI N/WH\* 02 .PEER INTERNATI00000 9 PROC K1113 .00 100.00 \* CAN SUB N/WH\* 03

-- OPTIONS: T1, T2, PF1=PAGE PF3=CANCEL .. Y = PART DETL/WC = WRTR CAT

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DT;LA PIRAGUA 31509601 T3 ଉଉଉଉଡ LA PIRAGUA TITLE: LA PIRAGUA COMMENT: LOG US ONLY CREDIT RATE 1.00 ¥ ¥ SONG NUM A196884 LOG US LICENSE YES CLR DATE 10/31/69 CLEARANCE #2318889 RIGHTS \*FOR\* ORIG DATE 09/12/86 LAST CHG. #625 TFM PAY FLAGS ACCT US SHARE CAN SHR WRITER/PUBLISHER SC AFFL \* PAY FOR. SOC. N/WH\* 01 .. BARROS JOSE 00001 SAYCO 100.00 \* US SUB N/WH\* 02 \* WD ORI N/WH\* 03 .00 .. MUSICA UNICA P00000 9 BMI W8365 100.00 .. SONO INTER COL00000 SAYCO . 00 CAN SUB N/WH\* Ø4 .00 100.00 \* CAPAC .. CANADIAN RIGHT00001

-- OPTIONS: T1, T2, PF1=PAGE PF3=CANCEL .. Y = PART DETL/WC = WRTR CAT

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DT;LA REVANCHA LA REVANCHA 00000 TITLE: LA REVANCHA COMMENT: LOG US ONLY

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DT;LUS REYES NO LLEGARO LUS REYES NO LLEGAROUUUUU TITLE: LOS REYES NO LLEGARON

SONG NUM A033063 CREDIT RATE 1.00 ÷ ¥ CLEARANCE #2350895CLR DATE 03/30/59LICENSE YESLOGUS/CLAST CHG. #810D A T E 09/03/73RIGHTS \*DOM\* ORIG

WRITER/PUBLISHER SC AFFL ACCT US SHARE CAN SHR PAY FLAGS ..TARONJI ESTEBA00000 D ASCAP B1752 100.00 \*PAY WRITER DIR N/WH\* 01 ..APRS 000000 6 BM1 부당901 100.00 \* US WD ORI N/WH\* 02 .00 100.00 \* CAN SUB N/WH\* 03 .. PEER INTERNATI00000 9 PROC K1113

-- OPTIONS: T1, T2, PF1=PAGE PF3=CANCEL .. Y = PART DETL/WC = WRTR CAT

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DI;LLANTO DEL ALMA LLANTO DEL ALMA 00003 TITLE: LLANTO DEL ALMA

SONG NUM 5640643 CREDIT RATE 1.00 \* \* CLEARANCE #2342042 CLR DATE 08/21/53 LICENSE YES LOG US/C LAST CHG. #813 TFM D A T E 02/29/80 RIGHIS \*DOM\* ORIG

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-- OPTIONS: T1, T2, PF1=PAGE PF3=CANCEL .. Y = PART DETL/WC = WRTR CAT

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PF6=PERFS

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31E31902 T3

DT;NUESTRO APARTAMENTO NUESTRO APARTAMENTO 00000 TITLE: NUESTRO APARTAMENTO AKA: DEPARTAMENTO AKA: A TODO ACABO

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SONG NUMA258545CREDIT RATE1.00\*\*CLEARANCE #2424614CLR DATE 06/30/64LICENSE YESLOG US/CLAST CHG. #317 TFMD A T E 07/30/80RIGHTS \*DOM\* ORIG

PAY SC AFFL ACCT US SHARE CAN SHR FLAGS WRITER/PUBLISHER \*NO PAY DOMESTICN/WH\* Ø1 SPACE 100.00 .. ALVARADO SANTI00000 BMI P9906 50.00 \* US/CAN WD ORI N/WH\* 02 .. APRS-MEXICO 00000 50.00 .00 \* US WD ORI N/WH\* 03 00000 6 BMI . . APRS F9901 SUB N/WH\* Ø4 ... PEER INTERNALIUWWWW 9 PROC K1113 .00 50.00 \* CAN

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PF6=PERFS

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31EBC703 T3

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DT;PATACON PIS PATACON PISAO 00000 TITLE: PATACON PISAO COMMENT: LOG US ONLY

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SONG NUM A746710 CREDIT RATE 1.00 \* \* CLEARANCE #1746710 CLR DATE 05/30/85 LICENSE YES LOG US LAST CHG. #711 TFM D A T E 08/11/86 RIGHTS \*FOR\* ORIG

WRITER/PUBLISHER CHAVERRA RAMON00000	 AFFL NA	ACCT	US SHARE 100.00		*NO PAY DOM	FLAGS ESTICN/WH* ORIN/WH*	01 බව
. PRODEMUS 00001 . CANADIAN RIGHT00001 . MUSICA UNICA P00000	SAYCD CAPAC BMI W	W8365	.00 .00 100.00	TOOLCO	* CAN	SUB N/WH*	ØЗ

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DT;PERDON 00003 PERDON TITLE: PERDON COMMENT: GC 74-1-29

SONG NUM 7230400 CREDIT RATE 1.00 × LOG US/C CLEARANCE #2452771 CLR DATE 02/17/41 LICENSE YES RIGHTS \*FOR\* ORIG LAST CHG. #426 TFM D A T E 01/05/79

WRITER/PUBLISHER SC AFFL ACCT US SHARE CAN SHR PAY FLAGS \* PAY FOR. SOC. N/WH\* 01 ..FLORES CORDOVA00000 SACM 100.00 .00 \* WD ORI N/WH\* 02 100.00 .00 \* US SUB N/WH\* 03 .. EMMI EDITION 00000 SACM . . APRS 00000 6 BMI 99901 .00 100.00 \* CAN SUB N/WH\* 04 ..PEER INTERNATI00000 9 PROC K1113

-- OPTIONS: T1, T2, PF1=PAGE PF3=CANCEL .. Y = PART DETL/WC = WRTR CAT

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DT;PESAR 31EDGDØ1 ΤЗ ଉଉଉହା PESAR TITLE: PESAR , CREDIT RATE 1.00 ÷ × SONG NUM 7240630 LICENSE YES LOG US/C CLEARANCE #2453549 CLR DATE 05/30/52 LAST CHG. #052 CTR DATE 03/01/82 RIGHTS \*DOM\* ORIG

WRITER/PUBLISHER SC AFFL AUCT US SHARE CAN SHR PAY FLAGS .LANDESTOY RAFA00003 SACM 100.00 \* PAY FOR. SOC. N/WH\* 01 .APRS 00000 6 BMI P9901 100.00 .00 \* US WD ORI N/WH\* 02 .PEER INTERNATI00000 9 PROC K1113 .00 100.00 \* CAN SUB N/WH\* 03

-- OPTIONS: T1, T2, PF1=PAGE PF3=CANCEL .. Y = PART DETL/WC = WRTR CAT

PF6=PERFS

DT;PORRO SABANERO PORRO SABANERO Ø0000 TITLE: PORRO SABANERO COMMENT: LOG US ONLY

SONG NUMCREDIT RATE1.00\*\*CLEARANCE #1738444CLR DATE 03/11/85LICENSE YESLOG USLAST CHG. #721TFMD A T E 08/11/86RIGHTS \*FOR\* ORIG

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SONG NUM CLEARANCE #2463928 LAST CHG. #676	CLR	DIT RA DATE T E	ATE 1.00 07/20/56 09/03/73	* LICENSE RIGHTS	YES *DOM*	* LOG ORIG	US/C	
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DT;QUERUBE 31E43202 T3 QUERUBE ଉଉଉଉ • TITLE: LUISA AKA: QUERUBE CREDIT RATE 1.00 × × SONG NUM A061705 CLEARANCE #2359952 CLR DATE 10/31/62 LICENSE YES LOG US/C RIGHTS \*DOM\* ORIG LAST CHG. #265 CTR D A T E 06/21/82

WRITER/PUBLISHERSC AFFLACCTUS SHARE CAN SHRP A YF L A G S...FLORESCORDOVA00000SACM100.00\* PAY FOR. SOC. N/WH\* 01...APRS0000006 BMIP9901100.00.00\* USWD ORI N/WH\* 02...PEERINTERNATI0000009 PROCK1113.00 100.00\* CANSUB N/WH\* 03

-- OPTIONS: T1, T2, PF1=PAGE PF3=CANCEL .. Y = PART DETL/WC = WRTR CAT PF6

PF6=PERFS

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WRITER/PUBLISHERSC AFFLACCTUS SHARE CAN SHRP A YF L A G S..RODRIGUEZ JOHN00001NA100.00\* PAY PUBLISHER N/WH\* 01..APRS000006 BMIP9901100.00.00\* USWD ORI N/WH\* 02..PEER INTERNATI000009 PROCK1113.00 100.00\* CANSUB N/WH\* 03

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PF6=PERFS

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DT;SIETE NOTAS DE A SIETE NOTAS DE AMOR 00000 TITLE: SIETE NOTAS DE AMOR

SONG NUM A003777 CREDIT RATE 1.00 \* \* \*ORIG VERS\* CLEARANCE #2517410 CLR DATE 12/13/56 LICENSE YES LOG US/C LAST CHG. #388 TFM D A T E 07/21/83 RIGHTS \*DOM\* ORIG

PAY FLAGS ACCT US SHARE CAN SHR SC AFFL WRITER/PUBLISHER \* PAY PUBLISHER N/WH\* 01 100.00 SPACE 7. ALVARADO SANTI00000 .00 \* US WD ORI N/WH\* 02 100.00 00000 6 BMI P9901 . APRS CAN SUB N/WH\* 03 .00 100.00 \* .. PEER INTERNATI00000 9 PROC K1113

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PF6=PERFS

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DT; SOMBRAS 31F60E05 T3 ØØØØE SOMBRAS TITLE: SOMBRAS . . SONG NUM 8540311 CREDIT RATE 1.00 ÷ \*ORIG VERS\* ¥ CLR DATE 02/06/53 LICENSE YES LOG US/C CLEARANCE #2529345 RIGHTS \*DOM\* ORIG LAST CHG. #062 TFM DATE Ø1/13/82 ACCT US SHARE CAN SHR PAY FLAGS WRITER/PUBLISHER SC AFFL 100.00 NA \* PAY PUBLISHER N/WH\* Ø1 .. BRITO CARLOS 00000 .00 \* US SUB N/WH\* 02 .00 \* US WD ORI N/WH\* 03 .. APRS-MEXICO BMI P9906 50.00 ଉଉଉଉଡ

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SUNG NUM A717219 CREDIT RATE 1.00 \* \* CLEARANCE #1717219 CLR DATE 08/02/84 LICENSE YES LOG US/C LAST CHG. #063 TFM D A T E 08/20/84 RIGHTS \*DDM\* DRIG

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SONG NUM A203804 CREDIT RATE 1.00 \* CLEARANCE #2563277 CLR DATE 04/30/67 LICENSE YES LAST CHG. #726 CTR D A T E 10/06/86 RIGHTS \*DOM\* ¥ LOG US/C RIGHTS \*DOM\* ORIG

WRITER/PUBLISHER SC AFFL ACCT US SHARE CAN SHR PAY FLAGS .. TIRADO LUZ CEL00000 SPACE 100.00 \*NO PAY DOMESTICN/WH\* 01 100.00 \* US/CAN WD ORI N/WH\* Ø2 ..MURRU MUSIC 00000 9 BMI Y0378

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SONG NUM A020643 CREDIT RATE 1.00 \* \* CLEARANCE #2608329 CLR DATE 10/31/58 LICENSE YES LOG US/C LAST CHG. #632 D A T E 09/03/73 RIGHTS \*DOM\* ORIG

WRITER/PUBLISHER	SC	AFFL	ACCT	US SHARE	CAN SHR		PAY	′ I	= L A	AGS	
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PF6=PERFS

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## SETTLING PARTIES PHASE II EXH. 8R

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## PROJECTED BMI EARNINGS FOR ACEMLA-CLAIMED SONGS DURING 1986

Title	Earnings
*AMOR A LIGERA	\$ 118.07
<b>*BOTARON LA PELOTA</b>	25.16
*CERVEZA HUMO Y LICOR	12.99
*DE LA MONTANA VENIMOS	13.44
*DESANDANDO	19.11
*EL BURRITO DE BELEN	17.69
*HABLAME	20.15
*LA AGARRADERA	6.31
*LA MEDALLITA	38.72
*PATACON PISAO	3.39
*PERDON	91.56
<b>*SIETE NOTAS DE AMOR</b>	15.80
*TAMBORES DE CARNAVAL	57.46
*TODO ME GUSTA DE TI	81.80
*AMIGO MIO	7.00
CABALLO VIEJO	70.00
CUANDO ME ENTREGAS TODO	35.00
EL BAILADOR	14.00
EL LAPIZ	7.00
EL POLVORETE	14.00
FATALIDAD	7.00
GOLPE CON GOLPE	49.00
LA CASCARITA	49.00
LA DONCELLA	7.00
LA POSTAL	7.00
<b>*LA REVANCHA</b>	7.00
LA SOPA DEL BEBE	7.00
LAS TAPAS	7.00
LLUVIA	7.00
*MI ULTIMA CANCION	84.00
MIGAUAS	7.00
MIL ANOS	14.00
MUJER CELOSA	7.00
*NO ME PREGUNTEN POR EL	70.00
*POR DIOS NO TE VALLAS	14.00
ROSARIO DE BESOS	28.00
SI ME DEGAS	7.00
BOY CASADA	7.00
TABACO Y RON	14.00
TE COMPRO EL CORAZON	7.00
*ELIMINACION DE LOS FEOS	7.00

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ESTAS PARRANDA NO BEBE	7.00
ESTAS PILLAO	14.00
GRACIAS DE ME PARTE	21.00
JUAN CABEZA DURA	7.00
LA CUMBIA Y YO	14.00
LAS CREENCIAS	7.00
*MARGOT	7.00
PLENA DE LOS CANTORES	7.00
*PROSIGUE	21.00
*OUE CRITIQUEN	42.00
SIEMPRE PELANDO	14.00
TE OLVIDE	7.00
*TODO ME GUSTA DE TI	7.00
TRULIA PARA TI	7.00
VIA D D D	14.00
VIA D D D VIENE NAVIDAD	14.00
YO TE NECESITO	112.00
*BAJO UN PALMAR	15.80
*EL ZORZAL	14.21
*EN ESTA NAVIDAD	19.72
*ENOJOS	6.69
*FELICES PASCUAS	7.58
*FELICES PASCOAS *IRRISISTIBLE	29.53
*NUESTRO APARTAMENTO	3.23
PARRANDA JIBARA	18.55
*SOMBRAS	9.51
	13.38
*TU ME ACOSTUMBRASTE *AY QUE BUENO ES	49.00
*AY QUE BOENO ES *CANTARES DE NAVIDAD	77.00
*CANTARES DE NAVIDAD *COSAS COMO TU	7.00
	7.00
DEJALA QUE VUELA	28.00
EL AMOR ES LIBRE	7.00
EL ANO VIEJO	28.00
EL JARDINERO	20.00
TOTAL INCLUDING	
SETTLING PARTIES' SONGS	\$ 1,763.40
SETTLING PARTIES. SUNGS	<u> - 1,703.40</u>
TOTAL EXCLUDING SETTLING	
PARTIES' SONGS	\$ 723.10
PARTIES SUNGS	4 120120

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## CERTIFICATE OF SERVICE

I hereby certify that copies of the foregoing Phase II Rebuttal Case Of the American Society Of Composers, Authors And Publishers, Broadcast Music, Inc. and SESAC, Inc. were served this 25th day of May 1988, on the following:

> Lawrence J. Bernard, Jr., Esq. Ward & Mendelsohn, P.C. 1100 17th Street, N.W. Suite 900 Washington, D.C. 20036

Hon. Mario Aguero Chairman Copyright Royalty Tribunal 1111 20th Street, N.W. Washington, D.C. 20036

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