



9-XI
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EDWARD B. MARKS MUSIC CORPORATION

Publishers and Importers of Music

136 WEST 52nd STREET • NEW YORK 19, N. Y. • Circle 7-7277, 7278, 7279, 7280, 7281

May 3, 1960

Mr. Guillermo Fernandez Shaw
Claudio Coello, 60
Madrid, Spain

Dear Mr. Shaw:

Thank you for signing and returning the contract on

AMOR QUE NO ES VERDAD

Since you returned only one copy of the contract, we have made another copy, and are enclosing it herewith, duly signed by Mr. Herbert Marks, for your files. Would you therefore destroy the copy you had been holding, and affix your signature to the copy which we enclose.

With all good wishes,

Sincerely yours,

Robert B. Marks
Vice President

RBM:eg



Agreement

No. 9

Edward B. Marks Music Corporation

WITH

GUILLERMO FERNANDEZ SHAW

— ON —

AMOR QUE NO ES VERDAD

Dated Jan. 25, 1956

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

EDWARD B. MARKS MUSIC CORPORATION

By *Herbert S. Marks* President

.....
Writer (LS)

.....
Address

.....
Writer (LS)

.....
Address

.....
Writer (LS)

.....
Address

.....
Writer (LS)

.....
Address

Agreement made this 25th day of January 1960, between

GUILLERMO FERNANDEZ SHAW

jointly and severally hereinafter referred to as the "Writer", and EDWARD B. MARKS MUSIC CORPORATION, a New York corporation, hereinafter referred to as the "Publisher".

WITNESSETH:

the Spanish lyrics to

FIRST: The Writer hereby sells, assigns, transfers and delivers to the Publisher, its successors and assigns, everywhere and forever, the musical work now entitled

AMOR QUE NO ES VERDAD

Music by Ernesto Lecuona
Spanish lyrics by Guillermo Fernandez Shaw

including the title, words and music thereof and any and all copyrights therein throughout the world and the renewals thereof and the rights to secure copyright therein throughout the world and to have and to hold the said copyrights and renewals and all rights and interests of whatsoever nature thereunder whether now or hereafter in existence and whether in the contemplation of the parties or not (hereinafter referred to as "said Work") together with the sole right and authority to make any and all versions, omissions, additions, changes, substitutions, adaptations, dramatizations and translations in and to the whole or any part thereof.

only where his lyric is used,

SECOND: In consideration of this agreement the Publisher agrees to pay the Writer (if more than one, jointly):

- (a) A royalty of 1 1/2 cents for each complete pianoforte copy and 1 1/2 cents for each complete orchestration sold by the Publisher, paid for and not returned in the United States and Canada;
- (b) An amount equal to 15 % of all net receipts of the Publisher for its own use and benefit for the recording of said Work for phonograph records, electrical transcriptions, motion pictures and television in the United States and Canada and in respect of the licensing of any other rights now known or which may hereafter come into existence for which specific provision is not herein made, except rights of public performance, broadcasting (including radio and television) and similar rights, in the United States and Canada;
- (c) An amount equal to 15 % of all net earned royalties and fees received by the Publisher on account of the sale of pianoforte copies and orchestrations and the recording of said Work for phonograph records, electrical transcriptions, motion pictures and television and in respect of the licensing of any other rights now known or which may hereafter come into existence for which specific provision is not herein made, except rights of public performance, broadcasting (including radio and television) and similar rights, from publishers authorized by the Publisher outside of the United States and Canada; and
- (d) The sum of \$7,500 as and when said work is published in any folio or composite work by the Publisher, in lieu of any other payment. If, pursuant to a license granted by the Publisher to a licensee not controlled by or affiliated with it, said Work, or any part thereof, is included in any song book, song sheet, folio or similar publication, containing at least four musical compositions, the royalty to be paid by the Publisher to the Writer shall be 50% of the license fee specified in the license for the use of said Work.
- (e) It is expressly agreed that royalties shall be payable only in cases herein provided and not otherwise.

THIRD: It is understood and agreed by and between all of the parties hereto that all sums hereunder payable jointly to the Writer shall be divided amongst them respectively as follows:

NAME:	SHARE:
Guillermo Fernandez Shaw	100%

FOURTH: During such period as monies shall accrue to the Writer under this agreement the Publisher shall render or cause to be rendered statements and make or cause to be made payment to the Writer of such monies within sixty days after January 1st and July 1st of each year for the preceding semi-annual periods ending December 31st and June 30th respectively.

FIFTH: The Writer or his representative may appoint a certified public accountant who shall at any time during usual business hours have access to all records of the Publisher relating to the said Work for the purpose of verifying royalty statements rendered or which are delinquent under the terms hereof.

SIXTH: The Publisher shall have the right to grant, license, transfer, assign, sell and dispose of, any and all rights acquired under this agreement. The Writer undertakes and agrees, upon demand, to make, execute and deliver any and all documents and writings that shall be required by the Publisher or its successors or assigns, for the purpose of perfecting and confirming, any and all rights to be acquired hereunder, and the Writer hereby nominates and appoints the Publisher and its each and every successor and assign, the true and lawful attorney of the Writer to make, execute and deliver any and all such documents and writings in the name of the Writer, this power being coupled with an interest and irrevocable.

SEVENTH: As an inducement to the Publisher to enter into this agreement, the Writer warrants and represents; that the Writer is the sole writer, composer and owner of said Work and of any and all rights therein; that said Work has never been published, copyrighted or registered in any part of the world; that said Work and each and every part thereof is original and does not infringe upon any other musical compositions, numbers, works or material, and that neither said Work nor any part thereof is in the public domain; that the Writer has the sole and full right, power and authority, to enter into this agreement and to sell, transfer, assign and set over to the Publisher the rights herein provided; that the Writer has not heretofore bargained, sold, assigned, transferred, hypothecated, pledged or encumbered said Work or any copyright therein, or any right, title or interest in or to the same; that no party whatsoever other than the Writer has any right, title or interest in or to the said Work or any copyright therein, or has ever asserted any claim of any right, title or interest therein or affecting the same. In the event any claim is made in respect of said Work or any copyright therein, then the obligation of payment hereunder to the Writer of any and all royalties and fees shall cease and terminate until action shall have been brought by every such claimant and every such claim finally disposed of and adjudicated. The Publisher and its successors in interest shall have the right in its or their discretion to employ counsel in respect of any and all such claims and to prosecute and defend any and all actions and proceedings that it or they in its or their sole discretion may deem advisable, and to settle the same before or after suit for such amounts and upon such terms as it or they shall in its or their sole discretion deem advisable; the Writer shall indemnify and hold the Publisher and its successors in interest harmless by reason of all of the foregoing and be liable for any and all obligations and expenditures respecting the same.