Sony Music

2100 Colorado Avenue

Santa Monica, California 90404

(310) 449-2555

FAX (310) 449-2570

Motion Picture/Television/

Advertising/New Media

Music Licensing

September 8, 2003

Ms. Heather Maclean
Baby Laureate
53 Kyle Court
Ladera Ranch, CA 92694

Re: TATJANA KOSTYANAYA, CHAMBER ORCHESTRA RENAISSANCE, CONDUCTED BY LEO KORCHIN/ "Concerto For Mandolin In C Major, RV. 425: I. Allegro"
THE LONDON SYMPHONIC BAND, CONDUCTED BY JOHN SHASHALL/ "La Ci Darem La Mano From Don Giovanni, K 527 (Instrumental)"

Dear Heather:

Enclosed for your files please find one (1) copy of the master use license agreement in connection with the licensing of the above – referenced recordings in the home video entitled "For The Love Of Art."

Very truly yours,

Joe Will
Motion Picture/Television
Music Licensing

Enclosure

Sony Music

550 Madison Avenue

New York, New York 10022-3211

(212) 833-8000

As of February 3, 2003

Baby Laureate, Inc.
53 Kyle Court
Ladera Ranch, California 92692

To Whom It May Concern:

The following, when signed by you and by us, will constitute the agreement between you and us:

1. You have requested our permission to use the master recordings owned or controlled by us of the musical compositions as set forth in Exhibit "A" attached hereto and by this reference incorporated herein (the "Recordings").

2. Only in respect of the rights we own or control, and subject to the provisions hereof, we hereby grant to you a non-exclusive license to re-record, reproduce and perform one (1) excerpt from each of the Recordings, for the types of uses and time periods set forth in Exhibit "A", in the soundtrack of and in timed relation with the home video presently entitled "For The Love Of Art" (the "Video Record") to be distributed throughout the United States only in perpetuity.

3. In consideration of our execution of this agreement and grant of such license:

(a) You shall pay us the total non-returnable sum of Three Thousand Dollars ($3,000.00) upon your execution hereof, which amount reflects the aggregate sum of the separate fees set forth more specifically in Exhibit "A". If any other party receives a greater amount for the right to synchronize the respective musical compositions (or excerpts thereof) in the Video Record, then you shall promptly notify us of such fact and promptly pay to us an additional, non-returnable amount equal to the difference between such greater amount and the amount payable to us pursuant to this license. The license granted herein shall be of no force or effect unless and until you execute and return this agreement to us and pay the consideration specified in this subparagraph 3(a) no later than thirty (30) days from your receipt of this agreement. In the event that you fail to execute this agreement and pay the consideration required hereunder within said thirty (30) day period, you will remove the Recordings from the Video Record, and any use of the Recordings shall be thereafter unauthorized and shall constitute willful copyright infringement. You shall also pay us, promptly upon our request, the cost of all tapes of the Recordings and other materials, if any, which we shall furnish to you.

(b) You shall accord us courtesy credit with respect to the Recordings on all copies of the Video Record in substantially the form set forth more specifically in Exhibit "A". Such credit shall be of the same size and given the same prominence as all other credits to parties furnishing master recordings for similar use in the Video Record. You will require compliance with the foregoing courtesy credit requirements in all agreements for the distribution of the Video Record.

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(c) (i) You shall furnish us with a complete and accurate music cue sheet for the Video Record.

(ii) The use of each Recording in the Video Record shall not exceed the running time set forth in Exhibit "A".

4. (a) You warrant, represent, and agree that you will obtain all requisite consents and permissions of applicable labor organizations, the copyright owners of the underlying composition, and all others and that you will pay all re-use or new use payments, fees, royalties and other sums required to be paid for such consents and permissions, under applicable collective bargaining agreements, in effect at the time and date of this agreement, or otherwise in connection with your use of the Recordings. In connection with any re-use or new use payments, you warrant, represent and agree that each person whose performance is embodied on the Recording will receive not less than the compensation and other economic benefits having a substantially equivalent economic cost to you as those which would be payable to each such person if you were a signatory to the applicable union collective bargaining agreement in the relevant medium for such use. You hereby agree, that in consideration for the use of the Recordings, and for the express benefit of AFTRA and its members affected thereby, to make the above payments (including all social security, withholding, unemployment insurance and disability insurance payments, and all appropriate contributions to the AFTRA Health and Retirement Funds), if applicable, and to be bound by and comply with the arbitration provisions (and the procedures contained therein) found in the National Code of Fair Practice for Sound Recordings. Such payments will be made by you to AFTRA promptly following you being furnished by Sony or AFTRA with all necessary information to calculate such payments. You hereby agree to request such information from us promptly after the execution hereof. If we are unable to provide you with such information, you will request such information from AFTRA, and you and we will work with AFTRA in good faith to determine the appropriate payment. You will indemnify and hold us harmless from any and all claims, liabilities, losses, damages, and expenses, including but not limited to attorney's fees and legal expenses, arising from any breach of your warranties, representations, or covenants under this agreement, or in any way resulting from or connected with your use of the Recordings.

The license granted herein shall be of no force or effect unless you shall obtain the consents and permissions and make the payments required hereunder. Notwithstanding the foregoing, we shall be responsible for all non-union payments to the Artists and the Producers of the Recordings in respect of this license.

(b) We warrant and represent that we own or control all rights necessary to grant this license and we have the right to enter into and fully perform our obligations under this license. In the event of a breach of such warranty or representation, our only obligation arising from such breach shall be to pay you an amount not greater than the amount paid by you to us pursuant to subparagraph 3(a).

5. We reserve exclusively to ourselves and our successors, licensees, and assigns all rights and uses in and to the Recordings, whether now or hereafter known or in existence, except the limited use expressly licensed hereunder. By way of illustration and not of limitation, the following rights are specifically reserved to us for our own use and may not be exercised by you:

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(a) All rights of reproduction or use of the Recordings on phonograph records, tapes and any other types of sound reproduction, in all media, whether now or hereafter known or in existence. Without limiting the generality of the foregoing, you shall not have the right to include or authorize the use of the Recordings or any portion thereof in any phonograph record, any so-called videocassettes, discs, cartridges, or other audiovisual devices or any other devices manufactured and sold primarily for home use or private viewing, other than the Video Records granted pursuant to this license.

(b) The right to use the Recordings in other motion pictures, television programs, or cable programs including uses similar to that authorized hereunder.

(c) The right to alter the Recordings in any way, other than to shorten it in accordance with the terms herein utilizing a contiguous portion thereof.

6. (a) The license granted herein shall terminate forthwith upon notice to you in the event of any material breach of your obligations hereunder, which breach is not cured by you within thirty (30) business days after the date of such notice. Any such termination shall be without prejudice to any other remedies we may have against you. Notwithstanding any such termination we shall have the right to retain as our property all sums paid by you to us hereunder, free of any claim by you.

(b) You acknowledge that the damage which would be caused to us by non-compliance with the screen credit requirements contained in subparagraph 3(b) above is impossible to ascertain as of the date hereof and therefore, if such requirements are not met, and for whatever reason, you shall (i) pay to us as liquidated damages, and not as a penalty, an amount equal to the consideration specified in subparagraph 3(a) hereof, and (ii) cause such credit to appear prospectively after notice to you of such failure.

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7. The license herein granted may not be transferred or assigned by you, in whole or in part, without our prior written consent, except to the distributor of the Video Record; provided, however, that the distributor assumes all of your obligations hereunder and provided further that no such assignment will relieve you of your obligations hereunder. This agreement sets forth the entire agreement between you and us with respect to the subject matter hereof, and no modification, amendment, waiver, termination or discharge of this agreement or any provisions hereof shall be binding upon us unless confirmed by a written instrument signed by an officer of our company. No waiver of any provision of or default under this agreement, shall affect our rights thereafter to enforce such provision or to exercise any right or remedy in the event of any other default, whether or not similar. THE VALIDITY, CONSTRUCTION AND EFFECT OF THIS AGREEMENT, AND ANY AND ALL MODIFICATIONS THEREOF, SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS ENTERED INTO AND PERFORMED ENTIRELY WITHIN THE STATE OF NEW YORK. THE NEW YORK COURTS (STATE AND FEDERAL), SHALL HAVE SOLE JURISDICTION OF ANY CONTROVERSIES REGARDING THIS AGREEMENT.

Very truly yours,

SONY MUSIC, A Group of
Sony Music Entertainment Inc.

By _____
GREGG GOLDMAN
SENIOR VICE PRESIDENT
BUSINESS AND LEGAL AFFAIRS
WEST COAST

ACCEPTED AND AGREED TO:

BABY LAUREATE, INC.

By _____
An Authorized Signatory

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