

DUNVAGEN MUSIC PUBLISHERS INC.
632 Broadway, Suite 802
New York, NY10012

February 17, 2010

Jonathan McPhee
Boston Ballet
19 Clarendon St.
Boston MA 02116-610

1. DEFINITIONS

Composition: Meetings Along the Edge

Territory: Promotional exhibition in seminars,
board & donor meetings : United States
Internet : Worldwide

Term: March 1st, 2010 Expiring : March 1st 2011

Medium: Film

Fee: \$937.50 Based on 75% of the Composition

Licensee's Work: Boston Ballet Promotional Video (the "Promotional Film")

2. GRANT OF RIGHTS

We hereby license you the right to use not more than eight minutes and eleven seconds (8:11) of the Composition in audiovisual synchronization solely with the Promotional Film and in-context excerpts therefrom for promotional exhibition in seminars, board and donor meetings, for broadcast via internet on the website www.bostonballet.com in the Territory during the Term subject to the provisions of this agreement.

3. RESTRICTIONS

The Promotional Film using the Composition may not be exhibited in commercial or non commercial motion picture theaters, nor may it be broadcast or transmitted for paid, free or nonprofit television or duplicated and distributed to the public in the form of videodiscs or videotapes.

4. PAYMENT

The total fee of nine hundred thirty seven dollars and fifty cents (\$937.50) is to be paid simultaneously with your execution and return of this agreement to us, and payment of the total fee without setoff or deduction is a condition precedent to the grant of rights to use the Composition.

5. OPTION

You shall have the option to renew this agreement during the term for an additional year for a fee nine hundred thirty seven dollars and fifty cents (\$937.50). You must notify us of your intent to exercise your right to the Option in writing at least thirty days prior to your exercise thereof.

5. PERMISSIONS

This agreement does not authorize you to use, reproduce or perform the Composition as embodied on any commercial sound recording. Such authorization may be required from the person or entity with rights to the sound recording, and authorization may also be required from any guild or union which might have an interest in the use of the sound recording. You will be solely responsible for obtaining any such authorization and for making any payments to obtain that authorization.

6. CREDIT

You shall afford Philip Glass credit as composer of the Composition at the end of the Promotional Film as follows:

Meetings Along the Edge by Philip Glass and Ravi Shankar
©1990 Dunvagen Music Publishers Inc & Anourag Music. Used by Permission.

7. PUBLIC PERFORMANCE RIGHTS

Public performance rights in the Composition have been granted to the American Society of Composers Authors and Publishers ("ASCAP") of the United States of America and to the public performing rights societies with jurisdiction elsewhere throughout the world either through affiliation with ASCAP or by agreement with our respective sub publisher(s). No public performance rights in the Composition are being granted to you by this agreement.

8. WARRANTIES AND REPRESENTATIONS

We warrant and represent that seventy five percent (75.0%) of the Composition is wholly owned or controlled by us except to the extent that any portion may be in the public domain, that it does not infringe upon the copyright or any related right of any person or entity and that we have the sole and exclusive right to enter into this agreement with you and grant to you the rights in the Composition being licensed. We make no other warranty or representation express or implied. You warrant and represent that you have the right to enter into this agreement with us and that you have or will have licensed all necessary rights and permissions other than those in the Composition.

9. RESERVATION OF RIGHTS AND REMEDIES

We reserve all rights in the Composition other than those licensed to you under this agreement without any restriction on our right to use, exploit or dispose of as we see fit in our sole and unfettered discretion. In the event of any breach or threatened breach by you of any of your obligations under this agreement, including but not limited to the obligation to pay all fees and royalties in full without setoff or deduction, this license shall

be null, void and of no force or effect and any use of the Composition shall be deemed to be or to have been a willful infringement of our copyright entitling us to both injunctive relief, without necessity of any bond or undertaking, and all remedies at law.

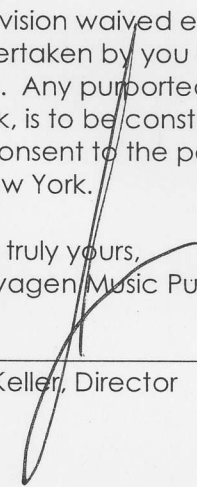
10. INDEMNIFICATION

You agree to indemnify, defend and hold us harmless from and against any cost or expense, including attorneys fees and disbursements, which we may incur as a result of any breach of your obligations, warranties or representations under this agreement.

11. MISCELLANEOUS

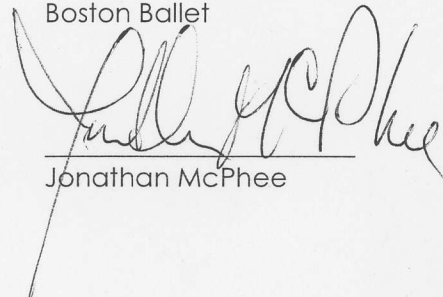
This agreement may not be modified nor any provision waived except in writing signed by the party to be charged. The obligations undertaken by you in this agreement are personal to you and may not be assigned by you. Any purported assignment by you is null and void. This agreement is made in New York, is to be construed in accordance with the laws of the State of New York, and you consent to the personal and subject matter jurisdiction of the Courts of the State of New York.

Very truly yours,
Dunvagen Music Publishers, Inc.



Jim Keller, Director

Boston Ballet



Jonathan McPhee

**BOSTON BALLET
REQUEST FOR CHECK**

Today's Date: March 3, 2010

Date Paid: _____
Check No.: _____

Date Check is Required (circle one below):

- | | | | | | |
|--------|--------|--------|--------|--------|--------|
| 7-Sep | 21-Sep | 5-Oct | 19-Oct | 2-Nov | 16-Nov |
| 30-Nov | 14-Dec | 28-Dec | 11-Jan | 25-Jan | 8-Feb |
| 22-Feb | 8-Mar | 22-Mar | 5-Apr | 19-Apr | 3-May |
| 17-May | 31-May | 14-Jun | 28-Jun | 12-Jul | 26-Jul |

OR fill in OTHER DATE REQUIRED: _____

Circle One:

PICK UP

MAIL

Make Check Payable to: Dunvagan Music Publishers, Inc.

Payee's Address: 632 Broadway, Suite 802 NY, NY 10012

Payee's Tax ID# (or SSN): Attn: DREW

Detailed Description of Disbursement:

Books; Video Audio Invoice attached
1529

Requested by:

J. McPhee

Coding:

Main Account	Dept.	Prod./Event/Special	Amount
6500	200	000	937.50
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-

Total to be paid: 937.50

Approval(s): _____

J. McPhee



SYNCHRONIZATION REQUEST FORM

Date: 11, 15, 09

Song Title	"Meeting Along the Edge"
Song Writer(s)	Phillip Glass
Publisher(s)	Dunvagen & SONY
Licensee	BOSTON BALLET
Production Name	BOSTON BALLET INFO Video
Media	DVD/Video
Description of Use	Press Conferences, Board Meetings, Private Donor Meetings, short excerpts for News format promotion
Featured/Background	Used as background only MT choreography
Recording	Track from "Passages" / Need rights for CD as well performed by Phillip Glass Ensemble
Duration of Music	4:32
Term	2 years
Territory	USA
Release / Air Date	Would like to use this Dec. 2009 on
Options	
Fee	\$100

CONTACT INFORMATION

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