AGREEMENT made this 4th day of July 2008

BETWEEN

The Really Useful Group Limited, 22 Tower Street, London WC2H 9TW, UNITED KINGDOM (“the

Licensor”)

AND

Hudební divadlo Karlín, Křižíkova 10, 180 00 Prague 8, CZECH REPUBLIC (“the Licensee”)

1. DEFINITIONS
2. “the Play” shall mean a Czech language concert production of the dramatico-musical work entitled JESUS CHRIST SUPERSTAR by Tim Rice and Andrew Lloyd Webber (“the Authors”) using the pre-existing Czech translation by Michael Prostějovsky (“The Translator”).
3. “the Term” shall mean the period from 23rd November 2008 to 30th November 2008.
4. “the Stage Rights” shall mean the non-exclusive right to produce a professional production of the Play at Hudební divadlo Karlín during the Term for 5 (five) performances exactly in accordance with the performance material supplied by the Licensor
5. “Box Office Receipts” shall mean the gross sums received by the Licensee and/or respective agents, employees, and affiliates of the Licensee from all sources …… /confidential/
6. GRANT OF RIGHTS
7. In consideration of the royalties provided for in Clause 5 below, the Licensor hereby grants to the Licensee the right to exercise the Stage Rights during the Term.
8. The Play will be performed in accordance with the materia! provided by the Licensor No alterations may be made to the storyline, text or the music without the express written consent of the Licensor which may be given or withheld at the Licensor’s absolute discretion. The Play will be set in Roman occupied Jerusalem at the time of Christ. The interpolation of any other or additional dialogue, music or lyrics is expressly prohibited.
9. The Licensor grants to the Licensee the non-exclusive right to use the names, likenesses and biographies of the Authors but only subject to the approval of the Licensor and only in connection with the Production.
10. All rights other than those specifically granted herein including, but not limited to, the use of any existing stage or lighting designs or choreography, merchandising rights, the right to produce any logos belonging to the Licensor, the right to make a cast recording of the Play, the right to broadcast, televise, film or otherwise record the Play by any means whether audio or video either in rehearsal or performance are strictly reserved to the Licensor.

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1. CREDITS
2. The Licensee shall undertake to cause the names of the Authors to be announced in letters no less than 50% (fifty per centum) of the size of the title of the Play, but in no event smaller than that used for credit to any other individual or the Licensee on all programmes, houseboards, billboards, posters and in all paid advertising and publicity relating to the Play except in small advertising where the names only of the Play and the theatre are shown without naming any other individual or the Licensee.
3. The Licensee shall undertake to cause the name of the Translator to be announced on all programmes, houseboards, billboards, posters and in all paid advertising and publicity relating to the Play except in small advertising where the names only of the Play and the theatre are shown without naming any other individual or the Licensee.
4. The Licensee shall further undertake that the following credit shall be given on all programmes, posters and paid advertising issued in connection with its presentation of the Play Produced by arrangement with The Really Useful Group Ltd., such credit to appear above the title unless otherwise agreed by the Licensor.
5. The Licensee shall send to the Licensor one copy of each piece of printed advertising material issued in respect of the presentation of the Play.
6. HOUSE SEATS

The Licensee shall make available to the Licensor 2 (two) pairs of house seats in a good location for each performance of the Work for purchase at regular box office prices. Tickets for such house seats shall be held for purchase until 48 (forty eight) hours prior to each scheduled performance.

1. ROYALTIES AND FEES
2. The Licensee shall pay to the Licensor a royalty …… /confidential/
3. Statements of account of royalties payable shall be made up and sent to the Licensor together with payment to the account of The Really Useful Group Ltd. by way of direct credit transfer to a bank account nominated by the Licensor no later than 15 (fifteen) days following the end of the Term. The Licensor shall have the right to audit the books of the Licensee, inasmuch as such relate to the Play, at any time and for a period of 2 (two) years following the end of the Term.
4. Without prejudice to any other right or remedy of the Licensor any amounts outstanding after the due date for payment hereunder to the Licensor shall accrue interest at the annual rate of 2% (two per cent) over the base rate of Bank of Scotland pic from time to time in force calculated on a daily basis from the date that payment was due.
5. In the event that the royalty payments set out in clauses 5 (1) above are subject to any form of withholding tax deduction the Licensee shall supply the Licensor with an appropriate certificate enabling the Licensor to claim credit for such withholding tax deduction in the United Kingdom.
6. CANCELLATION

The Licensee will advise the Licensor in writing in the event of cancellation.

1. CREATIVE CONTROL
2. The Licensor may appoint a representative to attend the final rehearsals and the first or one other performance of the Play at the expense of the Licensee which will include return economy class air travel (London / Prague / London), point to point transportation and business class hotel accommodation for a maximum of two nights.
3. The Authors shall have the right but shall be under no obligation to attend the first or one other performance of the Play …… /confidential/
4. APPROVALS
5. The Licensor and the Authors shall have the right of approval of the manner in which the Play is performed.
6. The Licensor shall have the right of prior approval of all sponsorship arrangements, advertising materials, artwork, credits, logos and designs relating to the Play. Such approval may be given or withheld at the Licensor’s absolute discretion
7. WARRANTIES
8. The Licensor hereby warrants that the Play is original to the Authors and is not defamatory and the Licensor is fully empowered to grant this licence.
9. The Licensor undertakes to indemnify the Licensee against any actions, costs, claims or damages arising from any breach of this warranty.
10. The Licensee warrants and undertakes that the Production of the Play shall be in accordance with the approvals provided under clause 8 ; it shall exercise the rights granted hereby in accordance with and pursuant to the terms of this Agreement ; it shall not take any action or omit to take any action the failure of which will in any way endanger the Play ; that the respective contributions by all contributors engaged for the production of the Play shall be original to those contributors and will not infringe the rights of any third parties.
11. ASSIGNMENT OF COPYRIGHT

The Licensee undertakes to assign or to cause to be assigned to the Licensor at no cost to the Licensor the whole copyright in any stage, lighting or costume designs or choreography or any other designs created for the production of the Play.

1. TERMINATION

The Licensor shall be entitled to terminate this Agreement immediately by notice in writing if:

1. The Licensee fails to make any payment hereunder by the due date.
2. The Licensee is in breach of any term or condition hereunder.

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1. The Licensee has an administrator or receiver appointed over any part of its asset; or if the Licensee enters into compulsory or voluntary liquidation; or if the Licensee makes any arrangement for the benefit of its creditors or becomes subject or resorts to any laws or insolvency.
2. This Agreement contains the full agreement of the parties hereto concerning the subject matter hereof and may only be varied in writing by the Licensor.
3. Nothing agreed herein shall constitute a partnership or joint venture between the parties hereto.
4. The Licensee may not assign, license or sub-lease this Agreement or any of the rights assigned hereunder in whole or in part without the express written authority of the Licensor which may be granted or withheld at the Licensor’s absolute discretion.
5. The Headings of the Clauses of this Agreement are included only in the interests of ease of reference; they do not form part of the Agreement and should not be used either in its interpretation or its construction.
6. GENERAL
7. PROPER LAW

This Agreement shall be construed in accordance with the Law of, and the parties hereto hereby submit to the exclusive jurisdiction of the Courts of England and Wales.

AS WITNESS the hands of the parties the day and the year first above written:-

For and on behalf of For and on behalf of

**The Really Useful Group Limited Hudební divadlo Karlín**

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