

EXECUTED

EXHIBIT A

Robert Gaudio and Frankie Valli
c/o Peter C. Bennett, Esq.

Beverly Hills, California 90210

Dated as of _____, 1999

Mr. Nicholas Macioci
West Orange, New Jersey 07052

Mr. Thomas Devito
c/o J.R. Reilly
Henderson, Nevada 89014

Re: "The Four Seasons"

Dear Nicky and Tommy:

For One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

We are presently contemplating entering into an agreement which would authorize the creation of a musical stage play based on the life and music of "The Four Seasons" (the "Play"). In connection with the Play, the authors of the play may wish to use or incorporate certain aspects of your life related to The Four Seasons including, by way of example, your creative contributions, biographies, events in your life, names and likenesses (the "Materials"). In consideration of our right to use such Materials, as more fully set forth below, you shall be entitled to the following:

(a) One-fourth (i.e., 25%) of the royalty actually paid specifically for the underlying rights as a whole ("Your Royalty Share"), subject to the same waivers, deferrals and royalty pool calculations as are applicable to us in our capacity as underlying rights holders, provided we shall not enter into an agreement for the underlying rights in which the royalty allocated to underlying rights is less than one-third the aggregate royalty allocated to the book, music and lyrics of the Play without your approval. By way of example only, if 6% of the gross weekly box office receipts ("GWBOR") is paid for

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the book, music and lyrics of the Play, the underlying rights shall receive no less than 2% thereof, and you shall be entitled to receive 0.5% thereof. By way of further example, if the book, music and lyrics are allocated 15.6% of weekly operating profits in a royalty pool, the underlying rights shall be allocated no less than 5.2% thereof, and you shall be entitled to receive 1.3% thereof. Your Royalty Share shall be divided between you as follows: 80% to Thomas Devito and 20% to Nicholas Macioci. You will further be entitled to one-fourth of the subsidiary rights income payable to us in our capacity as underlying rights holder, which amount shall be divided between you in the same ratio as applicable to the royalty, provided we shall not enter into an agreement in which the author's share of subsidiary rights allocated to underlying rights is less than one-fourth the entire author's share without your approval. By way of example only, if the author's share of stock and amateur advances is \$600,000 (net of agency fees and commissions), underlying rights shall receive no less than \$150,000 thereof, and you shall be entitled to receive \$37,500 thereof. You shall not be entitled to share in subsidiary rights income derived from the Play or in royalties paid or received for any purpose other than in connection with the underlying rights (such as royalties which may be paid for writing services, or for music or lyrics):

(b) One-fourth (i.e., 25%) of the advance actually paid specifically for the underlying rights, to be divided equally between you. By way of example only, if a \$30,000 advance is paid for the underlying rights, you shall receive \$3,750 each. You shall not be entitled to share in monies paid or received for any purpose other than the underlying rights;

(c) \$10,000 of the advance actually paid specifically for underlying rights, such advance to be paid entirely to Nicholas Macioci.

In consideration of the foregoing payments, you grant to us the exclusive right to use and incorporate the Materials in one or more theatrical productions, and any and all ancillary and subsidiary exploitations thereof including, without limitation, cast albums, motion picture and televised versions, merchandise and/or other works (collectively, "Works"). We shall further have the right to use the Materials in the advertising, publicity and promotion of the Works. You hereby consent to any such use

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and agree that the Works may be exploited throughout the world in all media now existing or later devised, and you further acknowledge that you will not receive any compensation for the use of the Materials or in connection with any of the Works other than the compensation expressly set forth herein. The rights granted by you to us hereunder shall continue in perpetuity if the rights in the Play have merged with each other pursuant to the production contract between us and the initial commercial producer. If the rights of the initial commercial producer lapse prior to merger, and we enter into a production contract with another commercial producer within two (2) years following such lapse of rights, our rights hereunder shall continue only for the duration of such subsequent producer's rights, and in perpetuity if merger has occurred pursuant to our production contract with such subsequent producer.

Without limitation of the foregoing, we shall have the right, but not the obligation, to use the Materials in any manner which we see fit including, without limitation: to depict you or create or develop a character or characters based on you either in whole or in part; to dramatize and/or fictionalize events and incidents in your life and the manner in which you are depicted; to use, change, adapt or elect not to use the Materials as we may determine; and to make any other changes to the Materials and the Works as we may, in our sole discretion, deem appropriate.

You waive any right to inspect or approve the Works or any use of the Materials in connection therewith. You further waive any claim in connection with the Materials or Works including, but not limited to, any claim that the Works libel, slander or defame you or violate any right of privacy, publicity, confidentiality, copyright or other personal or property right.

In addition to the foregoing, the bookwriters of the Play, or their designees, agree to interview you, and you agree to make yourselves available for such interviews by the bookwriters, or their designees, as they may reasonably request.

The rights granted to us herein are irrevocable, and not subject to rescission or injunction under any circumstances. In the event of a breach by us, your sole remedy shall be an action at law for damages actually

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suffered; in no event shall you have the right to seek injunctive relief or to enjoin or restrain or otherwise interfere with the exploitation, production, distribution or exhibition of the Play or the Works.

We shall have the unrestricted right to assign this agreement in whole or in part. This agreement shall inure to our benefit and the benefit of our licensees, successors, designees and assigns. It shall be binding upon you, your heirs, executors, administrators, representatives and assigns and shall be governed by the laws of the State of New York.

This agreement is intended to expand and not limited the rights granted to us pursuant to previous agreements between the parties. You acknowledge there are no assurances that the Play will be produced or that any royalties, subsidiary rights income or other monies will be received by us and paid to you. You further acknowledge that, other than as expressly set forth herein, no promises have been made to you, nor have you relied on any prior representations in entering into this agreement.

If the foregoing is acceptable, please countersign this letter where indicated.

Very truly yours,

Frankie Valli

Frankie Valli
Frankie Valli

AGREED AND ACCEPTED:

Nicholas Macioci
Nicholas Macioci

Thomas Devito
Thomas Devito

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