Before the
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Washington, D.C.

In the Matter of Mechanical and Digital Phonorecord Delivery Rate Adjustment Proceeding	Docket No. 2006-3 CRB DPRA

THE WRITTEN DIRECT STATEMENT, WITNESS STATEMENTS & EXHIBITS OF NATIONAL MUSIC PUBLISHERS' ASSOCIATION, INC., THE SONGWRITERS GUILD OF AMERICA, AND THE NASHVILLE SONGWRITERS ASSOCIATION INTERNATIONAL

VOLUME X

Filed on April 10, 2007

EXHIBIT CO 0501

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EDUCATION

Ph.D., COLUMBIA UNIVERSITY: Economics, 1966

B.A., COLUMBIA UNIVERSITY: 1960

ACADEMIC EMPLOYMENT

THE UNIVERSITY OF CHICAGO, The Law School: Clifton R. Musser Professor of Law & Economics (7/92-present); Clifton R. Musser Professor of Economics (7/80-7/92); Professor of Economics (1/74-6/80).

FORDHAM UNIVERSITY, School of Law: 19967 Bacon-Kilkenny Chair of Law for a Distinguished Visiting Professor, 8/96–12/96.

NATIONAL BUREAU OF ECONOMIC RESEARCH, INC.: Research Staff (1973-1979); Research Associate (1969-1973); Research Fellow (1968-1969); Research Assistant (1962 - 1963).

CITY UNIVERSITY OF NEW YORK, Graduate Center (1972 - 1974): Associate Professor of Economics.

COLUMBIA UNIVERSITY (1969 - 1972): Associate Professor of Economics.

THE UNIVERSITY OF CHICAGO (1966 - 1969): Assistant Professor of Economics.

STANFORD UNIVERSITY (1965 - 1966): Assistant Professor of Economics

AREAS OF SPECIALIZATION

Economic Analysis of Law
Intellectual Property
Art Law
Industrial Organization
Antitrust

ACADEMIC HONORS AND FELLOWSHIPS

President's Fellowship, Columbia University, 1962-1963.
Ford Foundation Doctoral Dissertation Fellowship, 1963-1964.
I.B.M. Watson Fellowship, 1964-1965.
Ansley Award Nomination, Economics Department, Columbia University, 1956.

PROFESSIONAL AFFILIATIONS

Member, American Economic Association
Editorial Board, *Journal of Cultural Economics*, 2003-
Editor, *The Journal of Law and Economics*, 1975-1991,
The Journal of Legal Studies, 1991-2000
Member, Panel on Legislative Impact on the Courts, National Academy of Sciences, 1977-1979
Member, Mont Pelerin Society
Research Advisory Committee, U.S. Sentencing Commission, 1986-88
Adviser, Restatement of the Law, Third, Unfair Competition
Council of Economic Advisers, American Enterprise Institute
Board of Editors, Intellectual Property Fraud Reporter
Member, Scientific Committee of A Bibliography of Law and Economics with abstracts of the European, non-English literature, Ruiksuniversiteit-Gent, Belgium, 1990
Member, Committee of Patronage of the Erasmus Project in Law and Economics, Ruiksuniversiteit-Gent, Belgium, 1990
Member, Academic Advisory Council, The Locke Institute, 1990-
Member, American Law and Economics Association,
Executive Vice President, 1991 - 1992
President, 1992 - 1993
Advisory Board, Law and Economics Abstracts, 1996 -

PUBLICATIONS

BOOKS AND MONOGRAPHS

Essays in the Economics of Crime and Punishment, edited with Gary S. Becker, National Bureau of Economic Research (1974).

The Economic Structure of Tort Law, co-authored with Richard A. Posner, Harvard Univ. Press (1987).

The Economic Structure of Intellectual Property Law, co-authored with Richard A. Posner, Harvard Univ. Press (2003).

RESEARCH PAPERS

"The Effect of State Fair Employment Law on the Economic Position of Non-Whites," Papers and Proceedings of the *American Economic Review*, Vol. LV III (May 1967).

"The Economics of Fair Employment Laws," 76(4) *Journal of Political Economy* (July/August 1968).

"Roundtable on the Allocation of Resources to Law Enforcement," Papers and Proceedings of the *American Economic Review*, Vol. LIX (May 1969).

"An Economic Analysis of the Courts," 14 *Journal of Law and Economics* (April 1971). Reprinted in Becker and Landes, Essays in the Economics of Crime and Punishment (1974).

"Law and Economics," National Bureau of Economic Research--51st Annual Report (September 1971).

"Compulsory Schooling Legislation: An Economic Analysis of Law and Social Change in the Nineteenth Century," *Journal of Economic History* (March 1972), co-authored with Lewis Solomon.

"The Bail System: An Economic Approach," *Journal of Legal Studies* (January 1973). Reprinted in Becker and Landes, Essays in the Economics of Crime and Punishment (1974).

"Foreign Criminal Procedure: A Comment," The Economics of Crime and Punishment, conference volume of the American Enterprise Institute for Public Policy Research (1973).

"Legality and Reality: Some Evidence on Criminal Procedure," *Journal of Legal Studies* (June 1974).

"The Private Enforcement of Law," *Journal of Legal Studies* (January 1975), co-authored with Richard A. Posner.

"The Independent Judiciary in an Interest Group Perspective," (Universities-National Bureau Conference on Economic Analysis of Political Behavior) *Journal of Law and Economics* (December 1976), co-authored with Richard A. Posner.

"Legal Precedent: A Theoretical and Empirical Analysis," *Journal of Law and Economics* (September 1976), co-authored with Richard A. Posner.

"Salvors, Finders, Good Samaritans, and Other Rescuers: An Economic Study of Law and Altruism," *Journal of Legal Studies* (January 1978), co-authored with Richard A. Posner.

"Should We Tax Virgin Materials to Finance Waste Disposal?" Waste Age (March 1978), co-authored with Richard A. Posner.

"An Economic Study of U.S. Aircraft Hijacking, 1961-1976," *Journal of Law and Economics* (April 1978).

"Altruism in Law and Economics," Papers and Proceedings of the *American Economic Review* (May 1978), co-authored with Richard A. Posner.

"Adjudication as a Private Good," *Journal of Legal Studies* (March 1979), co-authored with Richard A. Posner.

"Should Indirect Purchasers Have Standing to Sue Under the Antitrust Laws?" An Economics Analysis of the Rule of Illinois Brick," *University of Chicago Law Review* (Spring 1979), co-authored with Richard A. Posner.

"Benefits and Costs of Airline Mergers: A Case Study," *The Bell Journal of Economics* (Spring, 1980), co-authored with Dennis W. Carlton and Richard A. Posner.

"Legal Change, Judicial Behavior and the Diversity Jurisdiction," *Journal of Legal Studies* (March 1980), co-authored with Richard A. Posner.

"Joint and Multiple Tortfeasors: An Economic Analysis," *Journal of Legal Studies* (June 1980), co-authored with Richard A. Posner.

"The Economics of Passing On: A Reply to Harris and Sullivan," *University of Pennsylvania Law Review* (May 1980), co-authored with Richard A. Posner.

"Contribution Among Antitrust Defendants: A Legal and Economic Analysis," *Journal of Law and Economics* (October 1980), co-authored with Frank H. Easterbrook and Richard A. Posner.

"An Introduction to the Economics of Antitrust," an appendix in Richard A. Posner and Frank H. Easterbrook, Antitrust: Cases, Economic Notes and Other Materials (West, 2d ed. 1980).

"Market Power in Antitrust Cases," *Harvard Law Review* (March 1981), co-authored with Richard A. Posner.

"The Positive Economic Theory of Tort Law," *Georgia Law Review* (Summer 1981) co-authored with Richard A. Posner.

"An Economic Theory of Intentional Torts," *International Review of Law and Economics* (December 1981) co-authored with Richard A. Posner.

"Causation in Tort Law: An Economic Approach," *Journal of Legal Studies* (January 1983) co-authored with Richard A. Posner.

"Optimal Sanctions for Antitrust Violations," *University of Chicago Law Review* (Spring 1983). Reprinted in 26 The Journal of Reprints for Antitrust Law and Economics, 79 (1996).

"Harm to Competition: Cartels, Mergers and Joint Ventures," 52 *Antitrust Law Journal* Vol. 3. Reprinted in Antitrust Policy in Transition: The Convergence of Law and Economics (E. Fox and J. Halverson, eds.), American Bar Assn. (1984).

"Tort Law as a Regulatory Regime for Catastrophic Personal Injuries," *Journal of Legal Studies* (August 1984) co-authored with Richard A. Posner.

"A Positive Economic Analysis of Products Liability," *Journal of Legal Studies* (December 1985) co-authored with Richard A. Posner.

"New Light on Punitive Damages" Regulation, (Sept./Oct. 1986), co-authored with Richard A. Posner.

"Trademark Law: An Economic Perspective," *Journal of Law and Economics* (October 1987), co-authored with Richard A. Posner. Reprinted in the *Intellectual Property Review* (1988).

"The Economics of Trademark Law," Trademark Reporter, (May/June 1988), co-authored with Richard A. Posner.

Review of "The Firm, The Market and The Law" by Ronald Coase," University of Chicago Law School Record, (Fall 1988).

"An Economic Analysis of Copyright Law," *Journal of Legal Studies*, (June 1989), co-authored with Richard A. Posner.

"Insolvency and Joint Torts: A Comment," *Journal of Legal Studies* (June 1990).

"Some Economics of Trade Secret Law," *Journal of Economic Perspectives,* (Winter, 1991) co-authored with David Friedman and Richard A. Posner.

"Copyright Protection of Letters, Diaries and Other Unpublished Works: An Economic Approach," *Journal of Legal Studies* (January 1992).

"Sequential and Unitary Trials: An Economic Approach," *Journal of Legal Studies* (January, 1993).

"The Influence of Economics on Law: A Quantitative Study," *Journal of Law and Economics* (April 1993) co-authored with Richard A. Posner.

"The Economics of Anticipatory Adjudication," *Journal of Legal Studies* (June 1994) co-authored with Richard A. Posner.

"Counterclaims: An Economic Analysis," *International Review of Law & Economics* (Sept. 1994).

"Heavily Cited Articles in Law," 7 *Kent Law Review* No. 3 (1996) co-authored with Richard A. Posner.

"The Economics of Legal Disputes Over The Ownership of Works of Art and Other Collectibles, " in Essays in the Economics of the Arts (ed. by V. A. Ginsburgh & P.-M. Menger) (Elsevier Science, 1996) co-authored with Richard A. Posner.

"The Art of Law and Economics: An Autobiographical Essay," 41 *The American Economist*, No. 1 (Spring 1997) and to be reprinted in "Passion and Craft, Economists at Work," Michael Szenberg, ed. (Ann Arbor: Michigan University Press, forthcoming 1998)

"Judicial Influence: A Citation Analysis of Federal Courts of Appeals Judges," *Journal of Legal Studies* (June 1998) co-authored with Lawrence Lessig and Michael Solimine.

"Sequential and Bifurcated Trials" entry in The New Palgrave Dictionary of Economics and the Law (1998).

"Gary S. Becker Biography" entry in The New Palgrave Dictionary of Economics and the Law (1998).

"Citations, Age, Fame and the Web," *Journal of Legal Studies* (January 2000) co-authored with Richard A. Posner

"Introduction to Interpreting Legal Citations," *Journal of Legal Studies* (January 2000)

"Winning the Art Lottery: The Economic Returns to the Ganz Collection," Recherches Economiques de Louvain, *Louvain Economic Review* (Vol. 66(2) 2000)

"Harmless Error," *Journal of Legal Studies* (January 2001) co-authored with Richard A. Posner

"Copyright, Borrowed Images and Appropriation Art: An Economic Approach," *George Mason Law Review* (Fall 200)

"The Social Market for the Great Masters and Other Collectibles" with Gary S. Becker and Kevin M. Murphy in Social Economics: Market Behavior in a Social Environment Harvard Univ. Press (2000)

'What Has the Visual Artist's Rights Act of 1990 Accomplished?" *Journal of Cultural Economics* (November 2001)

"Copyright" in A Handbook of Cultural Economics ed by Ruth Towse (Edward Elger 2003)

"Indefinitely Renewable Copyright" in *University of Chicago Law Review* (Spring 2003) co-authored with Richard A. Posner

"The Empirical Side of Law and Economics," *University of Chicago Law Review* (Winter 2003)

"Indirect Liability for Copyright Infringement: Napster and Beyond" in *Journal of Econ. Perspectives* (Spring 2003) co-authored with Douglas Lichtman

"Indirect Liability for Copyright Infringement: An Economic Perspective," *Harvard Journal of Law & Technology* (Spring 2003) co-authored with Douglas Lichtman

"The Test of Time: Does 20th Century American Art Survive?" in Contributions to Economic Analysis: The Economics of Art and Culture ed. by Victor Ginsburgh (Elsevier Science, 2004)

"An Empirical Analysis of the Patent Court," *University of Chicago Law Review* (Winter 2004) co-authored with Richard A. Posner

The Political Economy of Intellectual Property Law American Enterprise Institute-Brookings Joint Center for Regulatory Studies (2004) with Richard A. Posner

TESTIMONIAL EXPERIENCE SINCE 1999

Trial testimony of William M. Landes in *Blue Cross and Blue Shield Association v. American Express Company,* U.S. District Court Northern District of Illinois Eastern Division, No. 99 C 6679 (August 26, 2005).

Expert Report of William M. Landes in *Blue Cross and Blue Shield Association v. American Express Company*, U.S. District Court for the Northern District of Illinois, Eastern Division, No. 99 C 6679 (March 21, 2005).

Deposition of William M. Landes in *Cellco Partnership d/b/a Verizon Wireless v. Nextel Communications Inc.*, U.S. District Court District of Delaware, Civ. 03-725-KAJ (August 18, 2004) (Confidential)

Expert Report of William M. Landes in *Cellco Partnership d/b/a Verizon Wireless v. Nextel Communications Inc.*, June 15, 2004

Expert Report of William M. Landes in *Six West Retail Acquisition, Inc., v. Sony Theatre Management Corporation, et al.,* United States District Court Southern District of New York, 97 Civ. 5499 (LAP) (JCF) (February 6, 2003) (Confidential)

Deposition of William M. Landes in Re: *Vitamin Antitrust Litigation*, in the United States District Court of the District of Columbia, M.D.L. No. 1285, Misc. No. 99-0197 (TFH). (August 5-7, 2002)

Reply Expert Report of William M. Landes, Hal Sider and Gustavo Bamberger in Re: *Vitamin Antitrust Litigation,* in the United States District Court for the District of Columbia, M.D.L. No. 1285, Misc. No. 99-0197 (TFH). (July 17, 2002)

Expert Report of William M. Landes, Hal Sider and Gustavo Bamberger in Re: *Vitamin Antitrust Litigation,* in the United States District Court for the District of Columbia, M.D.L. No. 1285, Misc. No. 99-0197 (TFH). (May 23, 2002)

Declaration of William M. Landes and Hal S. Sider in Re: *Auction Houses Antitrust Litigation,* in the United States District Court, Southern District of New York, No. 00 Civ. 0648(LAK). (February 1, 2001)

Report of William M. Landes in Re: *Calvin Klein Trademark Trust and Calvin Klein Inc., v. The Warnaco Group Inc. et al.,* Civ. No. 00-4052(JST). (December 1, 2000)

Declaration of William M. Landes and Hal Sider in Re: *Vitamin Antitrust Litigation,* in the United States District Court for the District of Columbia, M.D.L. No. 1285, Misc. No. 99-0197 (TFH). (June, 2000)

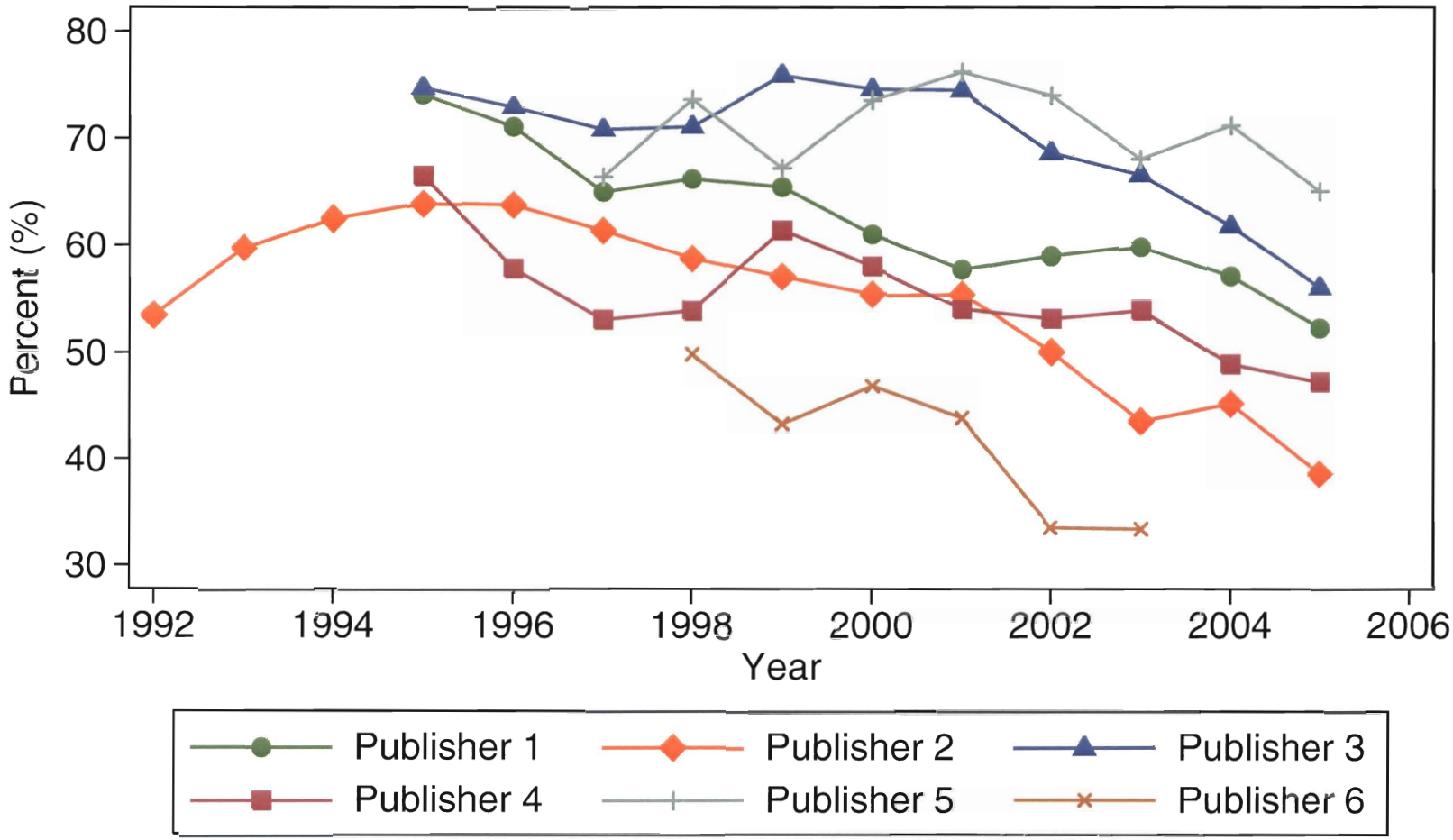
Declaration of William M. Landes in Re: *Vitamin Antitrust Litigation,* in the United States District of Columbia, M.D.L. No. 1285, Misc. No. 99-0197 (TFH). (November 11, 1999)

Affidavit of William M. Landes in Re: *The City of New York, The New York City Housing Authority, and The New York Health and Hospitals Corporation v. Lead Industries Association, Inc., et al.* Index No. 14365/89, IAS Part 39, before the Supreme Court of the States of New York, County of New York. (April 3, 1999)

Rebuttal Affidavit of William M. Landes in Re: *The Zapruder Film Arbitration.* (February 11, 1999)

EXHIBIT CO 0502

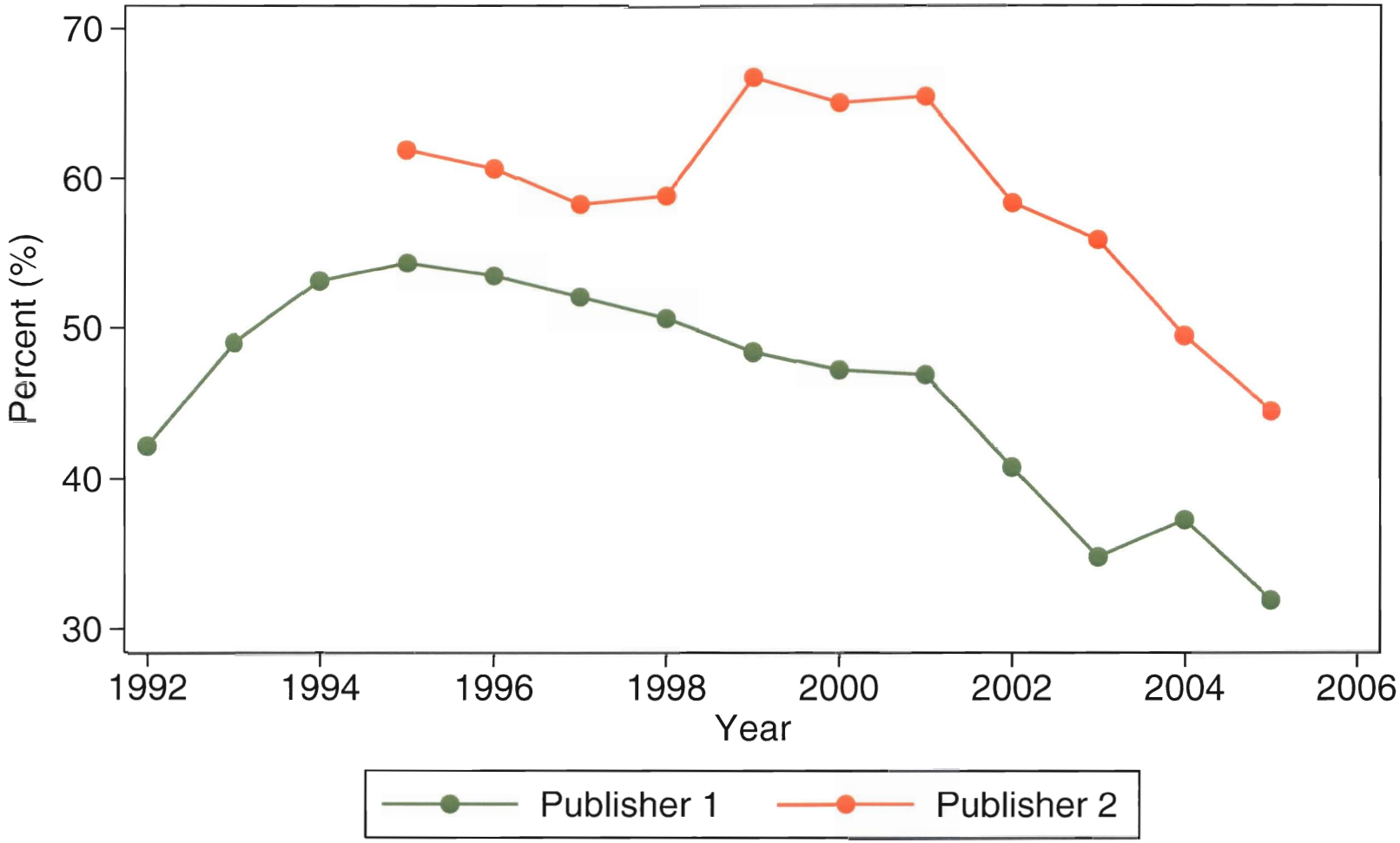
Figure 1
Percentage of Publisher Revenue Generated
Through Mechanical Licensing



Source: Publisher data

EXHIBIT CO 0503

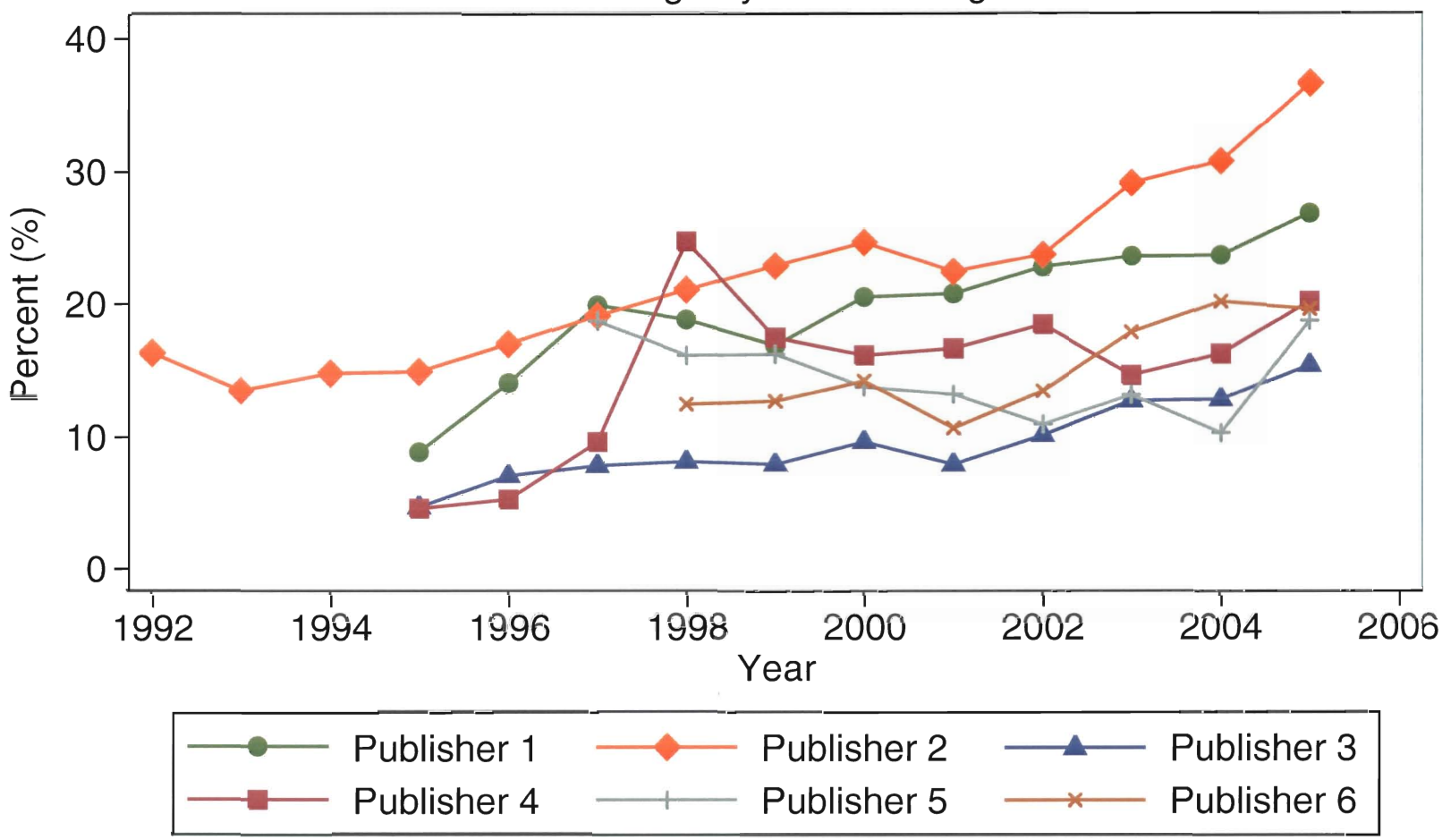
Figure 2
Percent of Writers' Earnings from Mechanical Royalties



Source: Publisher Data

EXHIBIT CO 0504

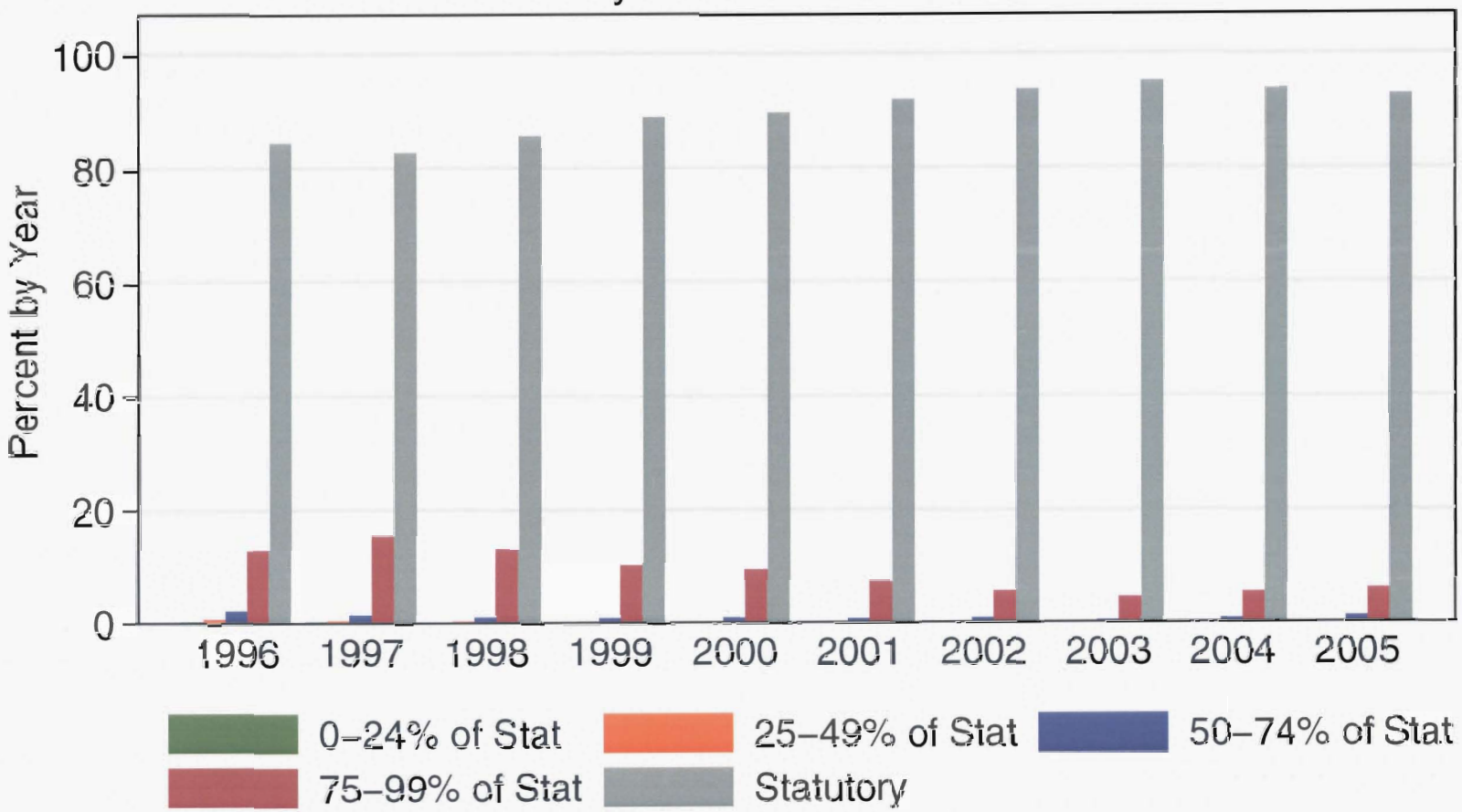
Figure 3
Percentage of Publisher Revenue Generated
Through Synch Licensing



Source: Publisher data

EXHIBIT CO 0505

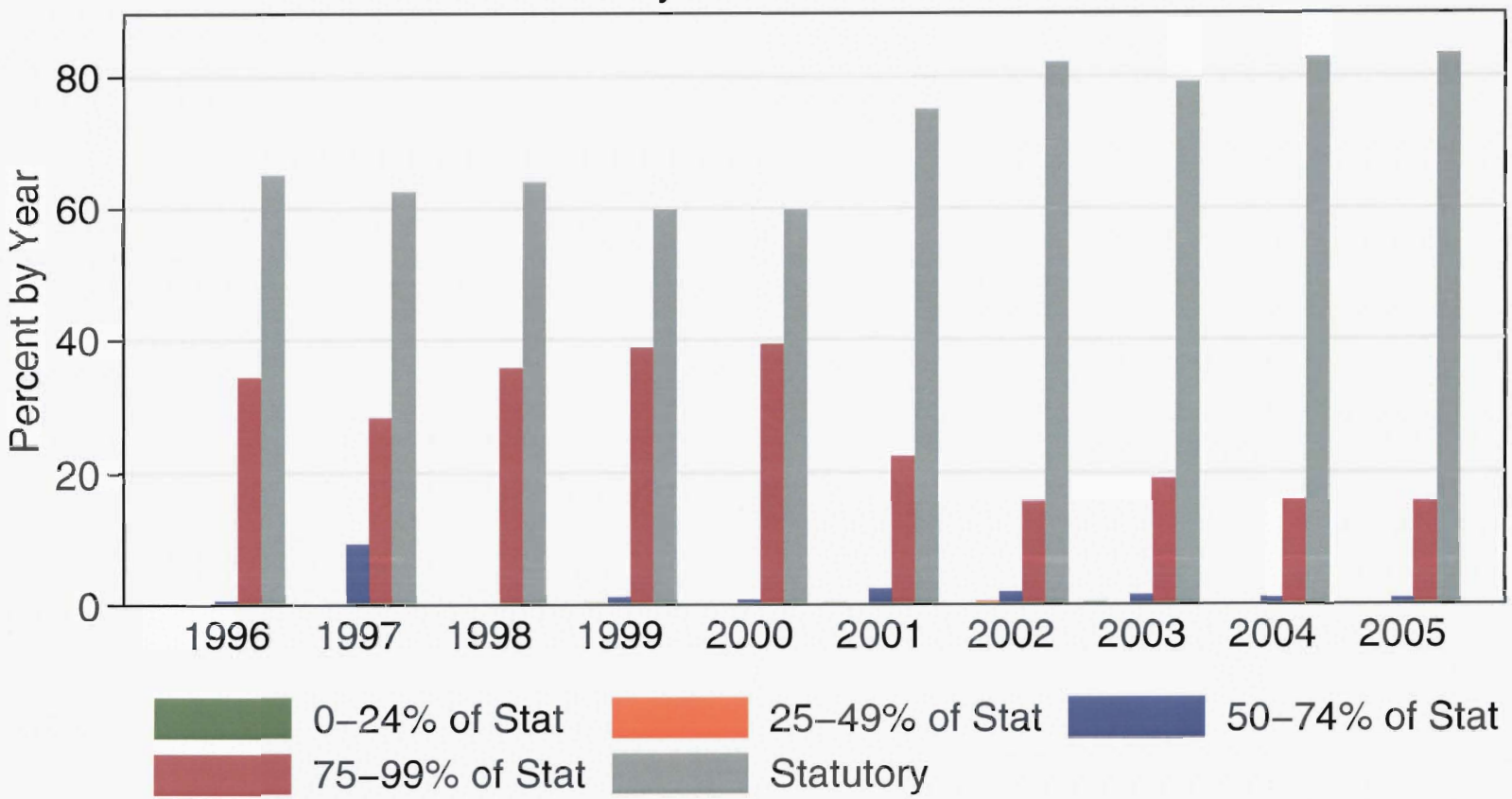
Figure 4
Licenses Issued Each Year by HFA by Rate Category
Physical and NotControlled



Source: HFA Data.
Excludes licenses without rate info or with rate TBD.

EXHIBIT CO 0506

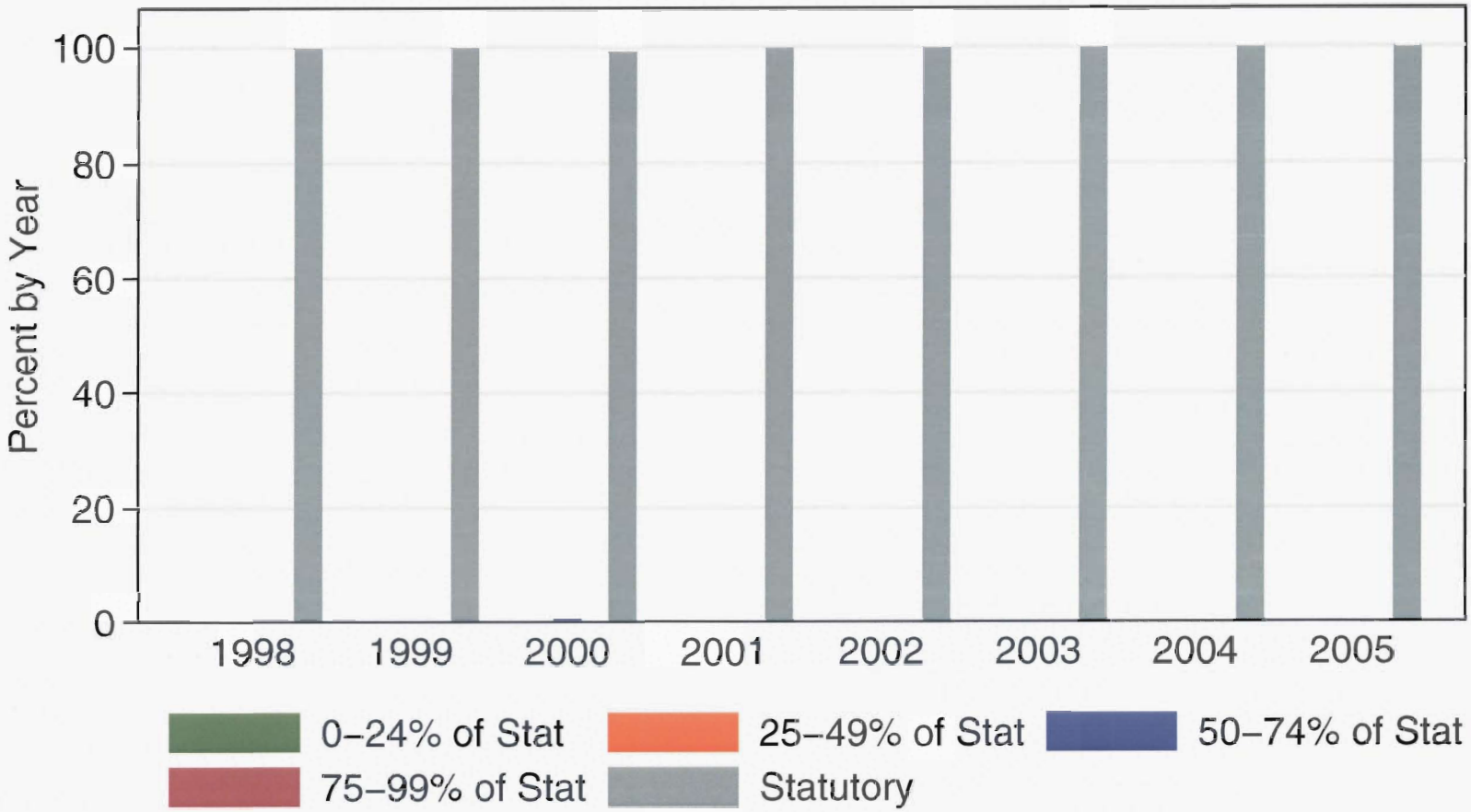
Figure 5
Fraction of Units Sold
by Percent of Statutory Rate by Distribution Year
Physical Not Controlled



Source: HFA Data
Note: Based only on data for licenses issued later than 1995 that can be matched to distributions.

EXHIBIT CO 0507

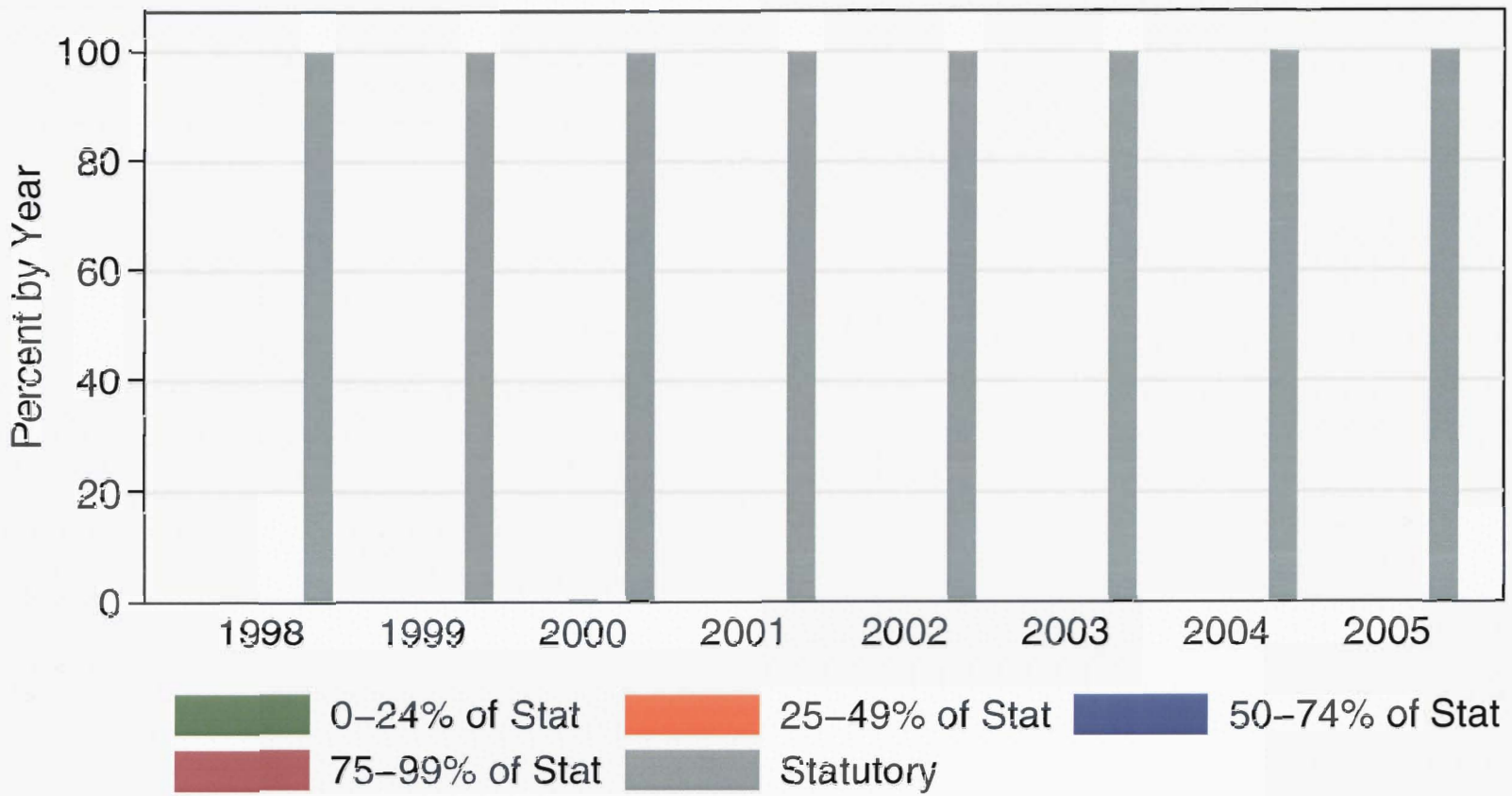
Figure 6
Licenses Issued Each Year by HFA by Rate Category
Permanent Downloads and NotControlled



Source: HFA Data.
Excludes licenses without rate info or with rate TBD.

EXHIBIT CO 0508

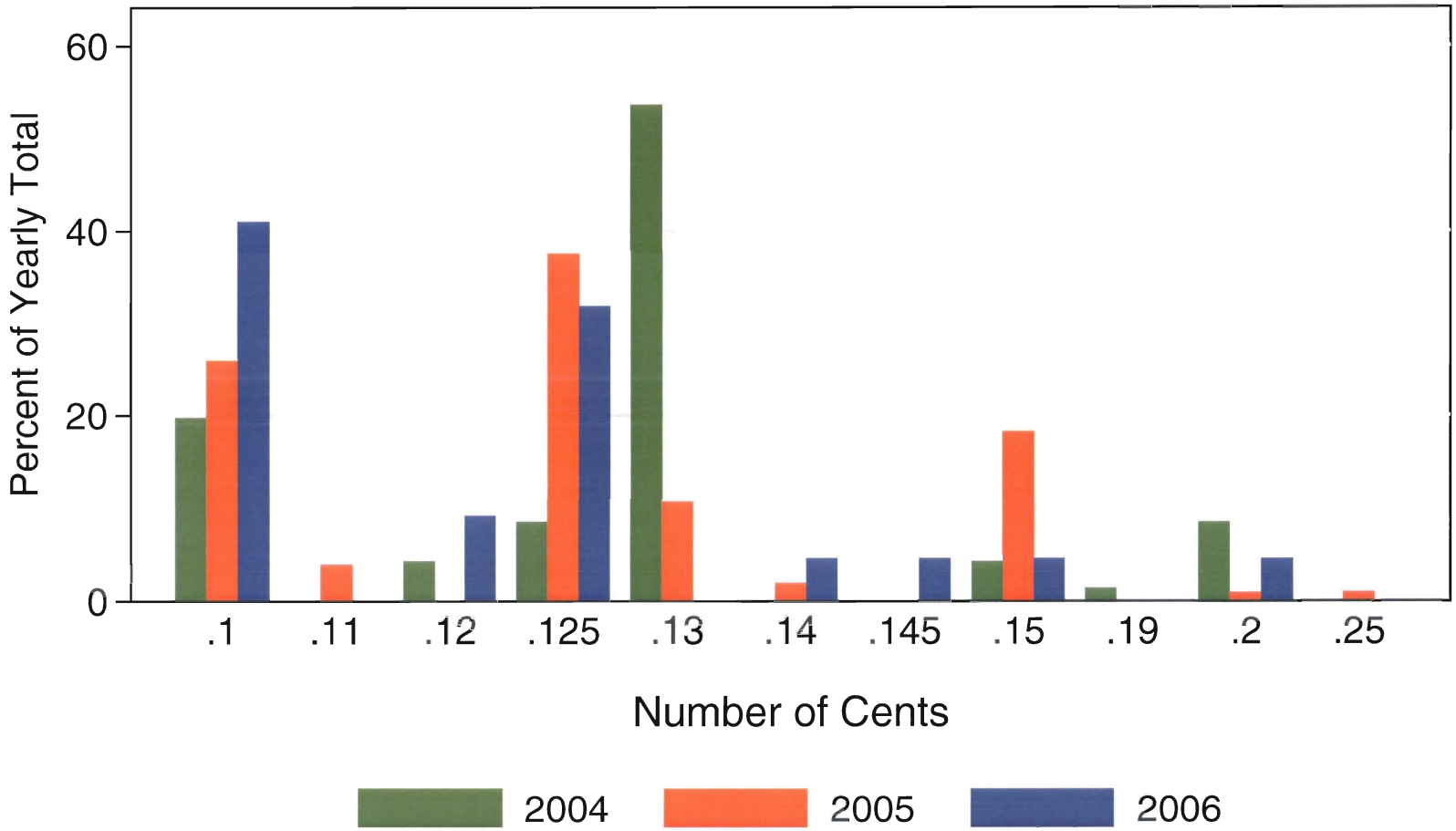
Figure 7
Fraction of Units Sold
by Percent of Statutory Rate by Distribution Year
Permanent Downloads Not Controlled



Source: HFA Data
Note: Based only on data for licenses issued later than 1995 that can be matched to distributions.

EXHIBIT CO 0509

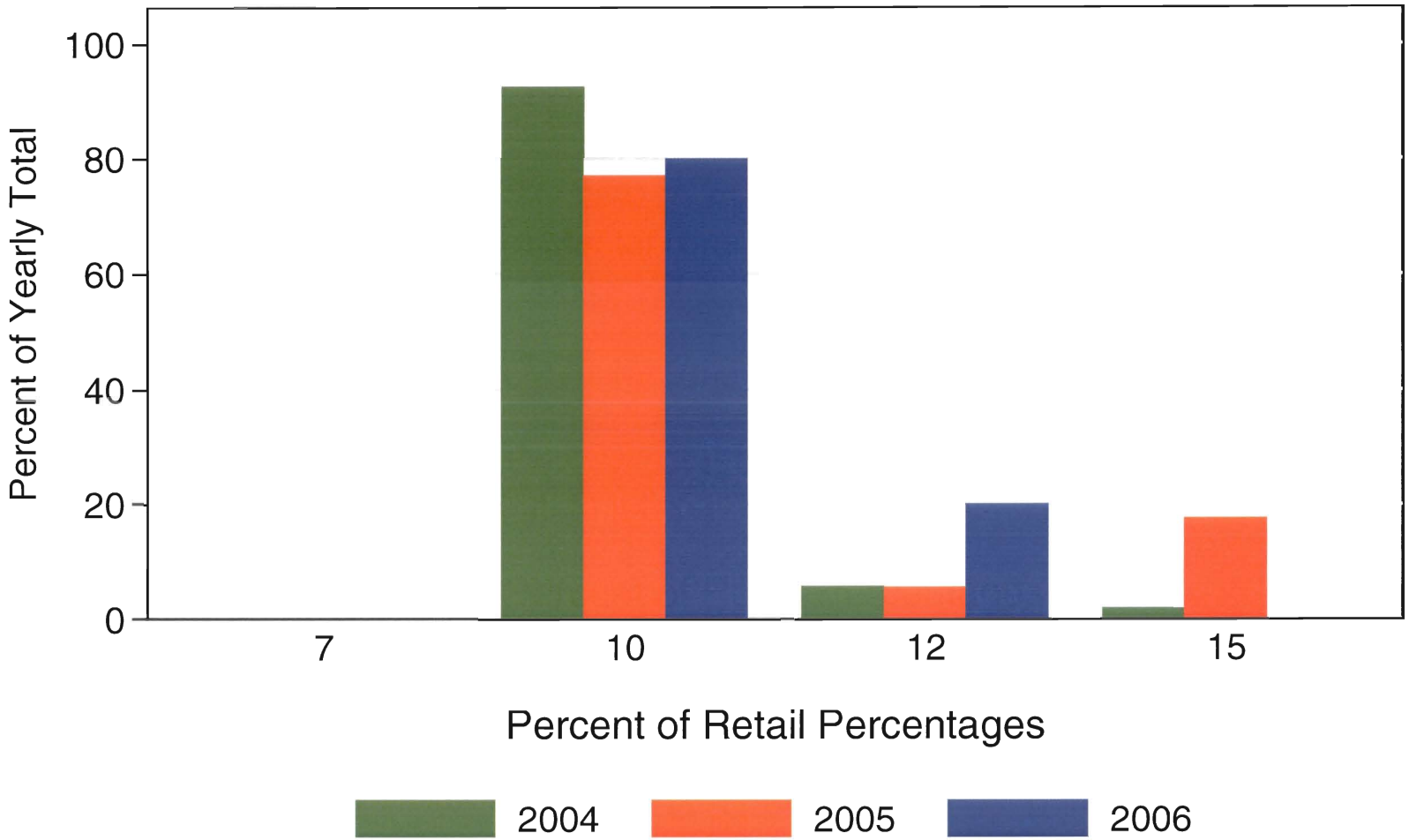
Figure 8
Distribution of MasterTone Minimums
(Number of Cents)



Source: License Agreements provided by Publishers.

EXHIBIT CO 0510

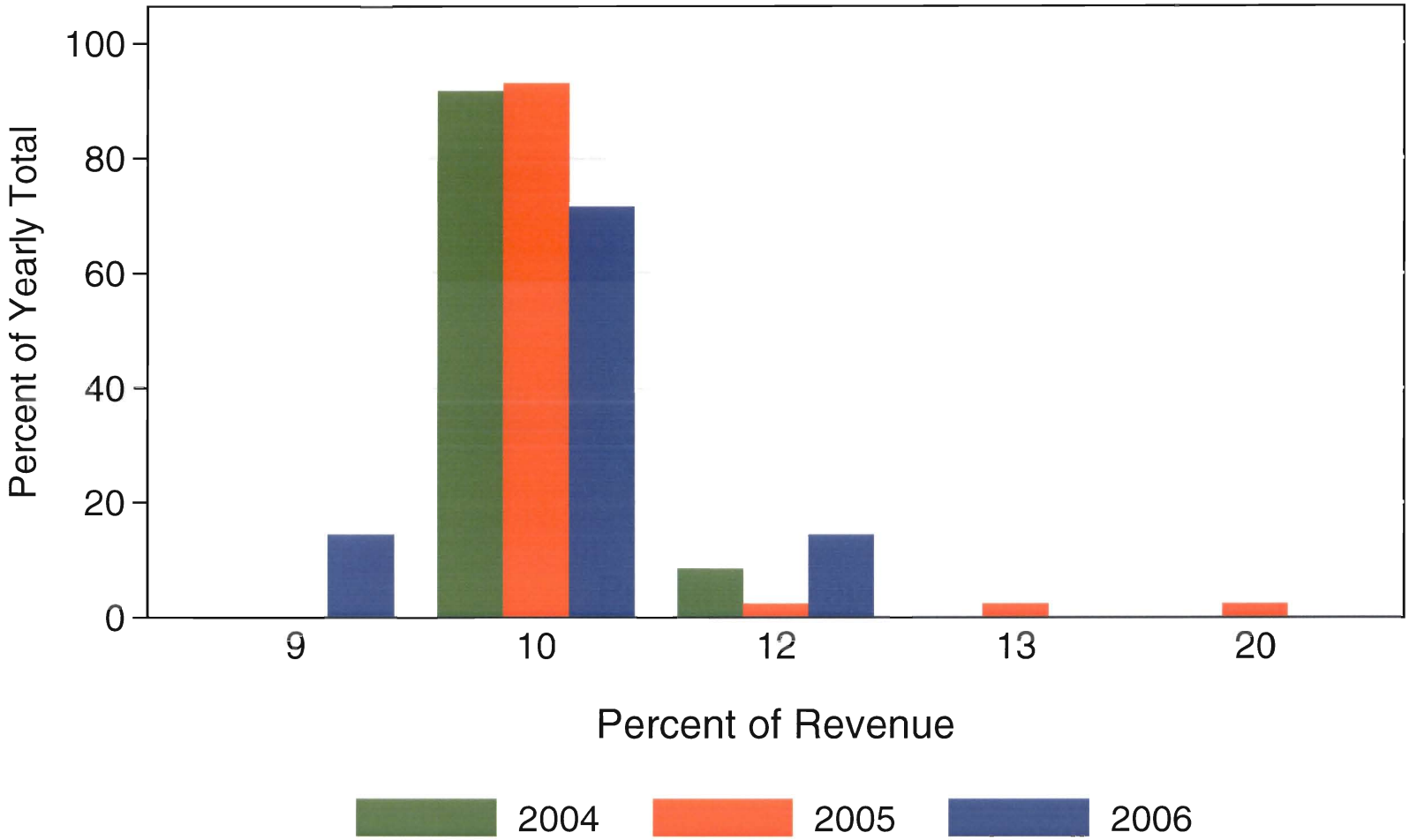
Figure 9
Distribution of MasterTone Percent of Retail Percentages



Source: License Agreements provided by Publishers.

EXHIBIT CO 0511

Figure 10
Distribution of MasterTone Percent of Revenue



Source: License Agreements provided by Publishers.

EXHIBIT CO 0512

2005 Year-End Statistics

1330 Connecticut Avenue, NW, Suite 300, Washington, D.C. 20036
202-775-0101

Manufacturers' Unit Shipments and Retail Dollar Value
(In Millions, net after returns)

Physical

	1995	1996	1997	1998	1999	2000	2001	% CHANGE 2000-2001	2002	% CHANGE 2001-2002	2003	% CHANGE 2002-2003	2004	% CHANGE 2003-2004	2005	% CHANGE 2004-2005
(Units Shipped) CD[1]	722.9	778.9	753.1	847.0	938.9	942.5	881.9	-6.4%	803.3	-8.9%	746.0	-7.1%	767.0	2.8%	705.4	-8.0%
(Dollar Value) CD[1]	9,377.4	9,934.7	9,915.1	11,416.0	12,816.3	13,214.5	12,909.4	-2.3%	12,044.1	-6.7%	11,232.9	-6.7%	11446.5	1.9%	10,520.2	-8.1%
CD Single	21.5	43.2	66.7	56.0	55.9	34.2	17.3	-49.4%	4.5	-74.1%	8.3	84.5%	3.1	-62.2%	2.8	-12.1%
	110.9	184.1	272.7	213.2	222.4	142.7	79.4	-44.4%	19.6	-75.4%	36.0	83.6%	14.982	-58.4%	10.9	-27.0%
Cassette	272.6	225.3	172.6	158.5	123.6	76.0	45.0	-40.8%	31.1	-30.9%	17.2	-44.7%	5.2	-69.6%	2.5	-52.6%
	2,303.6	1,905.3	1,522.7	1,419.9	1,061.6	626.0	363.4	-41.9%	209.8	-42.3%	108.1	-48.5%	23.7	-78.1%	13.1	-44.9%
Cassette Single[2]	70.7	59.9	42.2	26.4	14.2	1.3	-1.5	-215.4%	-0.5	-68.0%	N/A	N/A	N/A	N/A	N/A	N/A
	236.3	189.3	133.5	94.4	48.0	4.6	-5.3	-215.2%	-1.6	-70.3%	N/A	N/A	N/A	N/A	N/A	N/A
LP/EP	2.2	2.9	2.7	3.4	2.9	2.2	2.3	4.5%	1.7	-23.7%	1.5	-11.5%	1.36	-11.9%	1.02	-25.0%
	25.1	36.8	33.3	34.0	31.8	27.7	27.4	-1.1%	20.5	-25.2%	21.7	6.0%	19.286	-11.3%	14.2	-26.2%
Vinyl Single	10.2	10.1	7.5	5.4	5.3	4.8	5.5	14.6%	4.4	-20.8%	3.8	-14.0%	3.5	-7.3%	2.3	-35.4%
	46.7	47.5	35.6	25.7	27.9	26.3	31.4	19.4%	24.9	-20.6%	21.5	-13.8%	19.9	-7.3%	13.2	-33.4%
Music Video	12.6	16.9	18.6	27.2	19.8	18.2	17.7	-2.7%	14.7	-17.2%	19.9	35.2%	32.8	65.0%	33.8	3.2%
	220.3	236.1	323.9	508.0	376.7	281.9	329.2	16.8%	288.4	-12.4%	399.9	38.7%	607.2	51.8%	602.2	-0.8%
DVD Audio	-						0.3	N/A	0.4	63.8%	0.4	1.2%	0.3	-20.5%	0.5	31.8%
	-						6.0	N/A	8.5	41.3%	8.0	-5.5%	6.5	-19.2%	11.2	72.2%
SACD											1.3	N/A	0.8	-39.7%	0.5	-40.5%
	-										26.3	N/A	16.6	-36.9%	10.0	-39.9%
DVD Video[3]	-			0.5	2.5	3.3	7.9	139.4%	10.7	34.8%	17.5	63.3%	29.0	66.0%	27.8	-4.1%
	-			12.2	66.3	80.3	190.7	137.5%	236.3	23.9%	369.6	56.4%	561.0	51.8%	539.8	-3.8%
Total Units	1112.7	1137.2	1063.4	1123.9	1160.6	1079.2	968.5	-10.3%	859.7	-11.2%	798.4	-7.1%	814.1	2.0%	748.7	-8.0%
Total Value	12320.3	12533.8	12236.8	13711.2	14584.7	14323.7	13740.9	-4.1%	12614.2	-8.2%	11854.4	-6.0%	12154.7	2.5%	11195.0	-7.9%
	Total Retail Units		817.5	850.0	869.7	788.6	733.1	-7.0%	675.7	-7.8%	658.2	-2.6%	687.0	4.4%	634.8	-7.6%
	Total Retail Value		10,785.8	12,165.4	13,048.0	12,705.0	12,388.8	-2.5%	11,549.0	-6.8%	11,053.4	-4.3%	11,423.0	3.3%	10,477.5	-8.3%

Digital

Download Single	-	-	-	-	-	-	-	-	-	-	-	-	139.4	N/A	366.9	163.3%
	-	-	-	-	-	-	-	-	-	-	-	-	138.0	N/A	363.3	163.3%
Download Album	-	-	-	-	-	-	-	-	-	-	-	-	4.6	N/A	13.6	198.5%
	-	-	-	-	-	-	-	-	-	-	-	-	45.5	N/A	135.7	198.5%
Kiosk[4]	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.7	N/A
	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1.0	N/A
Music Video	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1.9	N/A
	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3.7	N/A
Total Units	-	-	-	-	-	-	-	-	-	-	-		143.9	N/A	383.1	166.2%
Total Value	-	-	-	-	-	-	-	-	-	-	-		183.4	N/A	503.6	174.5%
Mobile[5]	-	-	-	-	-	-	-	-	-	-	-	-	-	-	170.0	N/A
	-	-	-	-	-	-	-	-	-	-	-	-	-	-	421.6	N/A
Subscription[6]	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1.3	N/A
	-	-	-	-	-	-	-	-	-	-	-	-	-	-	149.2	N/A

Total Digital & Physical

Total Units[7]	1,112.7	1,137.2	1,063.4	1,123.9	1,160.6	1,079.2	968.5	-10.3%	859.7	-11.2%	798.4	-7.1%	958.0	20.0%	1,301.8	35.9%
Total Value	12,320.3	12,533.8	12,236.8	13,711.2	14,584.7	14,323.7	13,740.9	-4.1%	12,614.2	-8.2%	11,854.4	-6.0%	12,338.1	4.1%	12,269.5	-0.6%

Retail value is value of shipments at recommended or estimated list price

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[1] Includes DualDisc
[2] RIAA's reports will no longer reflect shipments of cassette singles
[3] While broken out for this chart, DVD Video Product is included in the Music Video totals
[4] Includes Singles and Albums
[5] Includes Master Ringtunes, Ringbacks, Music Viceos, Full Length Downloads, and Other Mobile
[6] Weighted Annual Average
[7] Units does not include subscriptions

EXHIBIT CO 0513

The Recor ding Industr y Association of America' s

1999 Y earend Statistics

1330 Connecticut A ve, NW, Suite 300, W ashington, D.C. 20036
(202) 775-0101

Manufacturers' Unit Shipments and Dollar Value
(In Millions, net after returns)

	1990	1991	1992	1993	1994	1995	1996	1997	1998	% CHANGE 1997-1998	1999	% CHANGE 1998-1999
CD (Units Shipped)	286.5	333.3	407.5	495.4	662.1	722.9	778.9	753.1	847.0	12.5%	938.9	10.8%
CD (Dollar Value)	3,451.6	4,337.7	5,336.5	6,511.4	8,464.5	9,377.4	9,934.7	9,915.1	11,416.0	15.1%	12,816.3	12.3%
CD Single	1.1	5.7	7.3	7.6	9.3	21.5	43.2	66.7	56.0	-16.0%	55.9	-0.1%
	6.0	35.1	45.1	45.6	55.1	110.9	184.1	272.7	213.2	-21.8%	222.4	4.3%
Cassette	442.2	360.1	366.4	339.5	345.4	272.6	225.3	172.6	158.5	-8.2%	123.6	-22.0%
	3,472.4	3,019.6	3,116.3	2,915.8	2,978.4	2,303.6	1,905.3	1,522.7	1,419.9	-6.8%	1,061.6	-25.2%
Cassette Single	87.4	69.0	84.6	85.6	81.1	70.7	59.9	42.2	26.4	-37.4%	14.2	-46.0%
	257.8	220.4	288.8	298.5	274.9	236.3	189.3	133.5	94.4	-29.3%	48.0	-49.2%
LP/EP	11.7	4.8	2.3	1.2	1.9	2.2	2.9	2.7	3.4	25.9%	2.9	-14.0%
	86.5	29.4	13.5	10.6	17.8	25.1	36.8	33.3	34.0	2.1%	31.8	-6.7%
Vinyl Single	27.6	22.0	19.8	15.1	11.7	10.2	10.1	7.9	5.4	-28.0%	5.3	-2.5%
	94.4	53.9	69.4	51.2	47.2	46.7	47.5	35.6	25.7	-27.8%	27.9	8.4%
Music Video	9.2	6.1	7.6	11.0	11.2	12.6	18.9	18.6	27.2	46.2%	19.8	-28.3%
	172.3	118.1	167.4	213.3	231.1	220.3	236.1	323.9	508.0	56.8%	376.7	-27.8%
*DVD	-	-	-	-	-	-	-	-	0.5	-	2.5	405%
	-	-	-	-	-	-	-	-	12.2	-	66.3	442%
Total Units	865.7	801.0	895.5	955.6	1,122.7	1,112.7	1,137.2	1,063.4	1,124.3	5.7%	1,160.8	3.2%
Total Value	7,541.1	7,834.2	9,024.0	10,046.6	12,068.0	12,320.3	12,533.8	12,236.8	13,725.5	12.1%	14,584.5	6.3%

*While broken out for this chart, DVD Audio Product is included in the Music Video totals

Total Retail Units	833.9	817.5	850.0	4.0%	869.7	2.3%
Total Retail Value	10,768.0	10,785.6	12,165.4	12.8%	13,048.0	7.3%

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EXHIBIT CO 0514

Statement of Marybeth Peters
The Register of Copyrights
before the
Subcommittee on Courts,
The Internet and Intellectual Property
of the House Committe on the Judiciary

United States Senate
108th Congress, 2d Session

March 11, 2004

Section 115 Compulsory License

Mr. Chairman, Mr. Berman, and distinguished members of the Subcommittee, I appreciate the opportunity to appear before you to testify on the Section 115 compulsory license, which allows for the making and distribution of physical phonorecords and digital phonorecord deliveries. The compulsory license to allow for the use of nondramatic musical works has been with us for 95 years and has resulted in the creation of a multitude of new works for the pleasure and consumption of the public, and in the creation of a strong and vibrant music industry which continues to flourish to this day. Nevertheless, the means to create and provide music to the public has changed radically in the last decade, necessitating changes in the law to protect the rights of copyright owners while at the same time balancing the needs of the users in a digital world.

Background

1. *Mechanical Licensing under the 1909 Copyright Act*

In 1909, Congress created the first compulsory license to allow anyone to make a mechanical reproduction (known today as a phonorecord) of a musical composition [(1)] without the consent of the copyright owner provided that the person adhered to the provisions of the license. The impetus for this decision was the emergence of the player piano and the ambiguity surrounding the extent of the copyright owner's right to control the making of a copy of its work on a piano roll. The latter question was settled in part in 1908 when the Supreme Court held in White-Smith Publishing Co. v. Apollo Co. [(2)] that perforated piano rolls were not "copies" under the copyright statute in force at that time, but rather parts of devices which performed the work. During this period (1905-1909), copyright owners were seeking legislative changes which would grant them the exclusive right to authorize the mechanical reproduction of their works - a wish which Congress granted shortly thereafter. Although the focus at the time was on piano rolls, the mechanical reproduction right also applied to the nascent medium of phonograph records as well.

Congress, however, was concerned that the right to make mechanical reproductions of musical works might become a monopoly controlled by a single company. Therefore, it decided that rather than provide for an exclusive right to make mechanical reproductions, it would create a compulsory license in Section 1(e) of the 1909 Act which would allow any person to make "similar use" of the musical work upon payment of a royalty of two cents for

"each such part manufactured." However, no one could take advantage of the license until the copyright owner had authorized the first mechanical reproduction of the work. Moreover, the initial license placed notice requirements on both the copyright owners and the licensees. Section 101(e). The copyright owner had to file a notice of use with the Copyright Office - indicating that the musical work had been mechanically reproduced - in order to preserve his rights under the law, whereas the person who wished to use the license had to serve the copyright owner with a notice of intention to use the license and file a copy of that notice with the Copyright Office. The license had the effect of capping the amount of money a composer could receive for the mechanical reproduction of this work. The two cent rate set in 1909 remained in effect until January 1, 1978, and acted as a ceiling for the rate in privately negotiated licenses.

Such stringent requirements for use of the compulsory license did not foster wide use of the license. It is my understanding that the "mechanical" license as structured under the 1909 Copyright Act was infrequently used until the era of tape piracy in the late 1960s. When tape piracy was flourishing, the "pirates" inundated the Copyright Office with notices of intention, many of which contained hundreds of song titles. The music publishers refused to accept such notices and any proffered royalty payments since they did not believe that reproduction and duplication of an existing sound recording fell within the scope of the compulsory license. After this flood of filings passed, the use of the license appears to have again became almost non-existent; up to this day, very few notices of intention are filed with the Copyright Office.

2. *The Mechanical License under the 1976 Copyright Act*

The music industry adapted to the new license and, by and large, sought its retention, opposing the position of the Register of Copyrights in 1961 to sunset the license one year after enactment of the omnibus revision of the copyright law. Music publishers and composers had grown accustomed to the license and were concerned that the elimination of the license would cause unnecessary disruptions in the music industry. Consequently, the argument shifted over time away from the question of whether to retain the license and, instead, the debate focused on reducing the burdens on copyright owners, clarifying ambiguous provisions, and setting an appropriate rate. The House Judiciary Committee's approach reflected this trend and in its 1976 report on the bill revising the Copyright Act, it reiterated its earlier position "that a compulsory licensing system is still warranted as a condition for the rights of reproducing and distributing phonorecords of copyrighted music," but "that the present system is unfair and unnecessarily burdensome on copyright owners, and that the present statutory rate is too low." H. Rep. No. 94-1476, at 107 (1976), citing H. Rep. No. 83, at 66-67 (1967).

To that end, Congress adopted a number of new conditions and clarifications in Section 115 of the Copyright Act of 1976, including:

- The license becomes available only after a phonorecord has been distributed to the public in the United States with the authority of the copyright owner (§115(a)(1));
- The license is only available to someone whose primary intent is to distribute phonorecords to the public for private use (§115(a)(1));
- A licensee cannot duplicate a sound recording embodying the musical work without the authorization of the copyright owner of the sound recording (§115(a)(1));

A musical work may be rearranged only "to the extent necessary to conform it to the style or manner of the interpretation of the performance involved," without "chang[ing] the basic melody or fundamental character of the work," (§115(a)(2));

- A licensee must still serve a Notice of Intention to obtain a compulsory license on the copyright owner or, in the case where the public records of the Copyright Office do not identify the copyright owner and include an address, the licensee must file the Notice of Intention with the Copyright Office (§115(b)(1));

- A licensee must serve the notice on the copyright owner "before or within thirty days after making, and before distributing any phonorecords of the work." Otherwise, the licensee loses the opportunity to make and distribute phonorecords pursuant to the compulsory license (§115(b)(1));

- A copyright owner is entitled to receive copyright royalty fees only on those phonorecords made [3] and distributed [4] after the copyright owner is identified in the registration or other public records of the Copyright Office (§115(c)(1)); [5]

- The rate payable for each phonorecord made and distributed is adjusted by an independent body which, prior to 1993, was the Copyright Royalty Tribunal. [6]

- A compulsory license may be terminated for failure to pay monthly royalties if a user fails to make payment within 30 days of the receipt of a written notice from the copyright owner advising the user of the default (§115(c)(6)).

The Section 115 compulsory license worked well for the next two decades, but the use of new digital technology to deliver music to the public required a second look at the license to determine whether it continued to meet the needs of the music industry. During the 1990s, it became apparent that music services could offer options for the enjoyment of music in digital formats either by providing the public an opportunity to hear any sound recording it wanted on-demand or by delivering a digital version of the work directly to a consumer's computer. In either case, there was the possibility that the new offerings would obviate the need for mechanical reproductions in the forms heretofore used to distribute musical works and sound recordings in a physical format, e.g., vinyl records, cassette tapes and most recently audio compact discs. Moreover, it was clear that digital transmissions were substantially superior to analog transmissions. In an early study conducted by the Copyright Office, the Office noted two significant improvements associated with digital transmissions: a superior sound quality and a decreased susceptibility to interference from physical structures like tall buildings or tunnels. *See* Register of Copyrights, U.S. Copyright Office, Copyright Implications of Digital Audio Transmission Services (1991).

3. *The Digital Performance Right in Sound Recordings Act of 1995*

By 1995, Congress recognized that "digital transmission of sound recordings [was] likely to become a very important outlet for the performance of recorded music." S. Rep. No. 104-128, at 14 (1995). Moreover, it realized that "[t]hese new technologies also may lead to new systems for the electronic distribution of phonorecords with the authorization of the affected copyright owners." Id. For these reasons, Congress made changes to Section 115 to meet the challenges of providing music in a digital format when it enacted the Digital Performance Right

in Sound Recordings Act of 1995 ("DPRA"), Pub. L. 104-39, 109 Stat. 336, which also granted copyright owners of sound recordings an exclusive right to perform their works publicly by means of a digital audio transmission, 17 U.S.C. §106(6), subject to certain limitations. *See* 17 U.S.C. §114. The amendments to Section 115 clarified the reproduction and distribution rights of music copyright owners and producers and distributors of sound recordings, especially with respect to what the amended Section 115 termed "digital phonorecord deliveries." Specifically, Congress wanted to reaffirm the mechanical rights of songwriters and music publishers in the new world of digital technology. It is these latter amendments to Section 115 that are of particular interest today.

First, Congress expanded the scope of the compulsory license to include the making and distribution of a digital phonorecord and, in doing so, adopted a new term of art, the "digital phonorecord delivery" ("DPD"), to describe the process whereby a consumer receives a phonorecord by means of a digital transmission, the delivery of which requires the payment of a statutory royalty under Section 115. The precise definition of this new term reads as follows:

> A "digital phonorecord delivery" is each individual delivery of a phonorecord by digital transmission of a sound recording which results in a specifically identifiable reproduction by or for any transmission recipient of a phonorecord of that sound recording, regardless of whether the digital transmission is also a public performance of the sound recording or any nondramatic musical work embodied therein. A digital phonorecord delivery does not result from a real-time, nonintegrated subscription transmission of a sound recording where no reproduction of the sound recording or the musical work embodied therein is made from the inception of the transmission through to its receipt by the transmission recipient in order to make the sound recording audible.

17 U.S.C. §115(d). What is noteworthy about the definition is that it includes elements related to the right of public performance and the rights of reproduction and distribution with respect to both the musical work and the sound recording. The statutory license, however, covers only the making of the phonorecord, and only with respect to the musical work. The definition merely acknowledges that the public performance right and the reproduction and distribution rights may be implicated in the same act of transmission and that the public performance does not in and of itself implicate the reproduction and distribution rights associated with either the musical composition or the sound recording. In fact, Congress included a provision to clarify that "nothing in this Section annuls or limits the exclusive right to publicly perform a sound recording or the musical work embodied therein, including by means of a digital transmission." 17 U.S.C. §115(c)(3)(K).

Another important distinction between traditional mechanical phonorecords and DPDs brought about by the DPRA is the expansion of the statutory license to include reproduction and transmission by means of a digital phonorecord delivery of a musical composition embodied in a sound recording owned by a third party, provided that the licensee obtains authorization from the copyright owner of the sound recording to deliver the DPD. [7] Thus, the license provides for more than the reproduction and distribution of one's own version of a performance of a musical composition by means of a DPD. Under the expanded license, a service providing DPDs can in effect become a virtual record store if it is able to clear the rights to the sound recordings. More importantly, the DPRA allows a copyright owner of a sound recording to license the right to make DPDs of both the sound recording and the underlying musical work to third parties if it has obtained the right to make DPDs from the copyright owner of the musical work. See 17 U.S.C. §115(c)(3)(I), S. Rep. No. 104-128, at 43

(1995).

Apart from the extension of the compulsory license to cover the making of DPDs, Congress also addressed the common industry practice of incorporating controlled composition clauses into a songwriter/performer's recording contract, whereby a recording artist agrees to reduce the mechanical royalty rate payable when the record company makes and distributes phonorecords including songs written by the performer. In general, the DPRA provides that privately negotiated contracts entered into after June 22, 1995, between a recording company and a recording artist who is the author of the musical work cannot include a rate for the making and distribution of the musical work below that established for the compulsory license. There is one notable exception to this general rule. A recording artist-author who effectively is acting as her own music publisher may accept a royalty rate below the statutory rate if the contract is entered into after the sound recording has been fixed in a tangible medium of expression in a form intended for commercial release. 17 U.S.C. §115(c)(3)(E).

The amended license also extended the current process for establishing rates for the mechanical license to DPDs. Under the statutory structure, rates for the making and reproduction of the DPDs can be decided either through voluntary negotiations among the affected parties or, in the case where these parties are unable to agree upon a statutory rate, by a Copyright Arbitration Royalty Panel ("CARP"). Pursuant to Section 115(c)(3)(D), the CARP must establish rates and terms that "distinguish between digital phonorecord deliveries where the reproduction or distribution of the phonorecord is incidental to the transmission which constitutes the digital phonorecord delivery, and digital phonorecord deliveries in general."

The difficult issue, however, is identifying those reproductions that are subject to compensation under the statutory license, a subject I will discuss in greater detail.

Regulatory Responses

1. *Notices of Intention to Use and Statements of Account*

Section 115(b) requires that a person who wishes to use the compulsory license serve a notice of his or her intention to use a musical composition with the copyright owner before or within thirty days after making, and before distributing any phonorecords. Regulations in place since the enactment of the 1976 Copyright Act followed the statutory scheme and required that a separate Notice of Intention be served for each nondramatic musical work embodied or intended to be embodied in phonorecords to be made under the compulsory license. Following the statutory scheme, the regulations provided that if the registration or other public records of the Copyright Office do not identify the copyright owner of a particular work and include that owner's address, the person wishing to use the compulsory license could file the Notice of Intention with the Copyright Office. 37 C.F.R. §201.18. The regulations also implemented the statutory requirement that each licensee pay royalties, on a monthly basis, to each copyright owner whose musical works the licensee is using, and that each licensee serve monthly statements of account and an annual statement of account on each copyright owner. 37 C.F.R. §201.19.

The regulations governing this requirement were amended after the passage of the DPRA in order to accommodate the making of DPDs. Initial amendments to the rules were promulgated on July 30, 1999, and addressed when a DPD is made, manufactured, or distributed for purposes of the Section 115 license such that the obligation to pay the royalty fee attaches. The amended regulation provided that a DPD be treated as a phonorecord made

and distributed on the date the phonorecord is digitally transmitted. The amended regulation also provided a mechanism for the delivery of a usable DPD where, in the first instance, the initial transmission failed or did not result in a complete and functional DPD. 64 FR 41286. (July 30, 1999). Because these rules were dealing with new concepts applicable to developing services in a nascent industry, the Office adopted the rules on an interim basis and left the door open to revisit the notice and recordkeeping requirements.

Two years later, the Office initiated a second rulemaking proceeding to address concerns of musical work copyright owners and users of the compulsory license, especially those developing new digital music services with the intention of developing extensive music libraries with hundreds of thousands of titles in order to offer these recordings to their subscribers for a fee. *See* 66 FR 45241 (August 28, 2001). Both sides wanted easier ways to meet the requirements for obtaining the license, including more convenient methods to effect service of the Notice of Intention to use the license on the copyright owners, a provision to allow use of a single notice to identify use of multiple works, a simplification of the elements of the notice, and a provision to make clear that a notice may be legally sufficient even if the notice contains minor errors.

We thought many of these suggestions were appropriate and perhaps long overdue. Thus, we are pleased to announce that the Office is publishing today in the Federal Register proposed amendments to the regulations governing the notice and recordkeeping requirements that are designed to increase the ease with which a person who intends to utilize the license may effect service on the copyright owner and provide the information required to identify the musical work. We are aware that many interested parties will not find the proposed changes sufficient to create a seamless licensing regime. However, the extent of any change we can make in the regulations is limited by the scope of the law and, as we explain in the current notice, a number of the changes proposed by the interested parties would require a change in the law. Nevertheless, we believe the proposed amendments represent progress in meeting the needs of digital services seeking use of the license as a means to clear the rights to make and distribute a vast array of musical works in a DPD format, and they also offer improvements to the copyright owners who receive compensation under the Section 115 license. Specifically, the new rules propose the following notable changes:

- A copyright owner may designate an authorized agent to accept the Notices of Intention and/or the royalty payments, although the rules do not require that a single agent perform both functions;

- In the case where the copyright owner uses an authorized agent to accept the notices, the rules would require the copyright owner to identify to whom statements of account and royalty payments shall be made;

- A person intending to use the compulsory licence may serve a Notice of Intention on the copyright owner or its agent at an address other than the last address listed in the public records of the Copyright Office if that person has more recent or accurate information than is contained in the Copyright Office records;

- A Notice of Intention may be submitted electronically to a copyright owner or its authorized agent in cases where the copyright owner or authorized agent has announced it will accept electronic submissions.

Multiple works may be listed on a single Notice of Intention when the works are owned by the same copyright owner or, in the case where the notice will be served upon an authorized agent, the agent represents at least one of the copyright owners of each of the listed works;

- If a Notice of Intention includes more than 50 song titles, the proposed rules give the copyright owner or its agent a right to request and receive a digital file of the names of the copyrighted works in addition to the original paper copy of the Notice.

- A Notice of Intention may be submitted by an authorized agent of the person who seeks to obtain the license;

- Harmless errors that do not materially affect the adequacy of the information required to serve the purposes of the notice requirement shall not render a Notice of Intention invalid.

- In order to recover the Copyright Office's costs in processing Notices of Intention that are filed with the Office, the filing fee that has been required for the filing of a Notice of Intention with the Copyright Office when the identity and address of the copyright owner cannot be found in the registration or other public records of the Copyright Office will also be required when a Notice of Intention is filed with the Office after the Notice has been returned to the sender because the copyright owner is no longer located at the address identified in the Copyright Office records or has refused to accept delivery; and

- The fee charged for the filing of a Notice of Intention with the Copyright Office will be based upon the number of musical works identified in the Notice of Intention. We are studying the costs incurred by the Office in connection with such filings and I will submit to Congress new proposed fees that cover such costs. The resulting fee should be considerably lower per work than the current fee. [8]

I am hopeful that these proposed changes will facilitate the use of the license for both copyright owners and licensees, and I expect to adopt the proposed rules in final form after considering comments on the proposed rules and making any necessary modifications. I believe that these changes represent the best that the Office can do under the current statute, but I recognize that it may be advisable to amend Section 115 to permit further changes in the procedure by which persons intending to use the compulsory license may provide notice of their intention. I will discuss some possible amendments later in my testimony.

Moreover, these regulations only address the technical requirements for securing the compulsory license. During the last rate adjustment proceeding, questions of a more substantive nature arose with respect to DPDs, requiring the Office to publish a Notice of Inquiry to consider the very scope of the Section 115 license. I will now turn to a discussion of those issues.

2. *Consideration of what constitutes an "incidental digital phonorecord delivery"*

In 1995 when Congress passed the DPRA, its intent was to extend the scope of the

compulsory license to cover the making and distribution of a phonorecord in a digital format - what Congress referred to as the making of a digital phonorecord delivery. Since that time, what constitutes a "digital phonorecord delivery" has been a hotly debated topic. Currently, the Copyright Office is in the midst of a rulemaking proceeding to examine this question, especially in light of the new types of services being offered in the marketplace, e.g. "on-demand streams" and "limited downloads." *See* 66 FR 14099 (March 9, 2001).

The Office initiated this rulemaking proceeding in response to a petition from the Recording Industry Association of America ("RIAA"), asking that we conduct such a proceeding to resolve the question of which types of digital transmissions of recorded music constitute a general DPD and which types should be considered an incidental DPD. RIAA made the request after it became apparent that industry representatives found it difficult, if not impossible, to negotiate a rate for the incidental DPD category, as required by law, when no one knew which types of prerecorded music were to be included in this category.

Central to this inquiry are questions about two types of digital music services: "on-demand streams" and "limited downloads." For purposes of the inquiry, the music industry has defined an "on-demand stream" as an "on-demand, real-time transmission using streaming technology such as Real Audio, which permits users to listen to the music they want when they want and as it is transmitted to them," and a "limited download" as an "on-demand transmission of a time-limited or other use-limited (i.e., non-permanent) download to a local storage device (e.g., the hard drive of the user's computer), using technology that causes the downloaded file to be available for listening only either during a limited time (e.g., a time certain or a time tied to ongoing subscription payments) or for a limited number of times." The Office has received comments and replies to its initial notice of inquiry. I anticipate that we will conclude the proceeding this year after either holding a hearing or soliciting another round of comments from interested parties in order to get a fresh perspective on these complex and difficult questions in light of the current technology and business practices.

The perspective of music publishers appears to be clear. They have taken the position that both on-demand streams and limited downloads implicate their mechanical rights. Moreover, they maintain that copies made during the course of a digital stream or in the transmission of a DPD are for all practical purposes reproductions of phonorecords that are covered by the compulsory license. The recording industry supports this view, recognizing that while certain reproductions of a musical work are exempt under Section 112(a), other reproductions do not come within the scope of the exemption. For that reason, the recording industry has urged the Office to interpret the Section 115 license in such a way as to cover all reproductions of a musical work necessary to operate such services; and, we are considering their arguments. In the meantime, certain record companies and music publishers have worked out a marketplace solution.

a. Marketplace solution

In 2001, the RIAA, the National Music Publishers' Association, Inc. ("NMPA"), and the Harry Fox Agency, Inc. ("HFA") entered into an agreement concerning the mechanical licensing of musical works for new subscription services on the Internet. Licenses issued under the RIAA/NMPA/HFA agreement are nonexclusive and cover all reproduction and distribution rights for delivery of on-demand streams and limited downloads and include the right to make server copies, buffer copies and other related copies used in the operation of a covered service. The license also provides at no additional cost for "On-Demand Streams of Promotional Excerpts," which are defined as a stream consisting of no more that thirty (30) seconds of playing time of

the sound recording of a musical work or no more than the lesser of ten percent (10%) or sixty (60) seconds of playing time of a sound recording of a musical work longer than five minutes.

The industry approach to resolving the problems associated with mechanical licensing for digital music services is both innovative and comprehensive, resolving certain legal questions associated with temporary, buffer, cache and server copies of a musical work associated with digital phonorecord deliveries purportedly made under the Section 115 license, as well as the use of promotional clips. The Office welcomes the industry's initiative and creativity, and fully supports marketplace solutions to what really are commercial transactions between owners and users.

However, parties should not need to rely upon privately negotiated contracts exclusively to clear the rights needed to make full use of a statutory license, or need to craft an understanding of the legal limits of the compulsory license within the provisions of the private contract. The scope of the license and any limitations on its use should be clearly expressed in the law.

The 1995 amendments to Section 115, however, do not provide clear guidelines for use of the Section 115 license for the making of certain reproductions of a musical work needed to effectuate a digital transmission other than to acknowledge that a reproduction may be made during the course of a digital performance, and that such reproduction may be considered to be an incidental DPD.

But are they? Section 115 does not provide a definition for incidental DPDs, so what constitutes an "incidental DPD" is not always clear. While some temporary copies made in the course of a digital transmission, such as buffer copies made in the course of a download, may qualify, others - such as buffer copies made in the course of a transmission of a performance (e.g., streaming) - are more difficult to fit within the statutory definition. In either case, it is clear that such copies need to comply with the statutory definition in order to be covered by the compulsory license. In other words, the copies must result in an "individual delivery of a phonorecord which results in a *specifically identifiable reproduction* by or for any transmission recipient of a phonorecord of that sound recording." 17 U.S.C. §115(d) (emphasis added), Similar questions can be raised with respect to cache copies and intermediate server copies made in the course of (1) downloads and (2) streaming of performances.

Apparently because of such uncertainties, the RIAA/NMPA/HFA agreement includes a section entitled "Legal Framework for Agreement." It contains two provisions that delineate how temporary copies made in order to provide either a limited download or an on-demand stream fit within the statutory framework of the Section 115 license. Specifically, it provides that

> under current law the process of making On-Demand Streams through Covered Services (from the making of server reproductions to the transmission and local storage of the stream), viewed in its entirety, involves the making and distribution of a DPD, and further agree that such process in its entirety (i.e., inclusive of any server reproduction and any temporary or cached reproductions through to the transmission recipient of the On-Demand Stream) is subject to the compulsory licensing provisions of Section 115 of the Copyright Act;[and]

> that under current law the process of making Limited Downloads through Covered Services (from the making of server reproductions to the transmission and local storage of the Limited Download), viewed in its entirety, involves the making and distribution of a DPD, and further agree that such process in its entirety (i.e., inclusive of any server reproductions and any temporary or cached reproductions through to the transmission recipient of the Limited Download) is subject to the compulsory licensing provisions of Section 115 of the Copyright Act.

Paragraph 8.1(a) and (b), respectively, of the RIAA/NMPA/HFA Licensing Agreement (as submitted to the Copyright Office on December 6, 2001).

Of course, the parties' interpretation with respect to the scope of the Section 115 license is not binding on the Copyright Office or the courts. It merely represents their mutual understanding of the scope of the Section 115 license as a term of their privately negotiated license, an understanding that I believe is not shared by everyone in the world of online music services. This is an issue that I will address in the rulemaking proceeding concerning digital phonorecord deliveries, and it is quite possible that I will reach a different interpretation as to what falls within the scope of the license, especially with respect to on-demand streams.

The critical question to be decided is whether an on-demand stream results in reproductions that reasonably fit the statutory definition of a DPD, and creates a "phonorecord by digital transmission of a sound recording which results in a specifically identifiable reproduction by or for any transmission recipient," as required by law. Unless it does so, such reproductions cannot be reasonably considered as DPDs for purposes of Section 115, no matter what position private parties take within the four corners of their own agreement. What is more clear is that the delivery of a digital download, whether limited or otherwise, for use by the recipient appears to fit the statutory definition, since it must result in an identifiable reproduction in order for the recipient to listen to the work embodied in the phonorecord at his leisure.

b. Possible legislative solutions

The Section 115 compulsory license was created to serve the needs of the phonograph record industry and has operated reasonably well in governing relationships between record companies and music publishers involving the making and distribution of traditional phonorecords. However, the attempt to adapt the mechanical license to enable online music services to clear the rights to make digital phonorecord deliveries of musical works has been less successful. With respect to problems involving the requirement that licensees give notice to copyright owners of their intention to use the compulsory license, I believe that I have exhausted the limits of my regulatory authority with the notice of proposed rulemaking published today. With respect to problems involving the scope and treatment of activities covered by the Section 115 compulsory license, I may soon be able to resolve some of the issues in the pending rulemaking on incidental digital phonorecord deliveries, but it seems clear that legislation will be necessary in order to create a truly workable solution to all of the problems that have been identified.

At this point in time, I do not have any specific legislative recommendations, but I would like to outline a number of possible options for legislative action. I must emphasize that these are not recommendations, but rather they constitute a list of options that should be explored in the search for a comprehensive resolution of issues involving digital transmission of musical works. I certainly have some views as to which of these options are preferable, and in many

cases those views will be apparent as I describe the options. I would be pleased to work with the Subcommittee and with composers, music publishers, record companies, digital music services and all interested parties in evaluating these and any other reasonable proposals.

The options that should be considered fall into two distinct categories: (1) legal questions concerning the scope of the Section 115 license, and (2) technical problems associated with service of notice and payment of royalty fees under the Section 115 license.

Among the options that should be considered relating to the scope of the license are:

- **Elimination of the Section 115 statutory license.** Although the predecessor to Section 115 served as a model for similar provisions in other countries, today all of those countries, except for the United States and Australia, have eliminated such compulsory licenses from their copyright laws. A fundamental principle of copyright is that the author should have the exclusive right to exploit the market for his work, except where this would conflict with the public interest. A compulsory license limits an author's bargaining power. It deprives the author of determining with whom and on what terms he wishes to do business. In fact, the Register of Copyrights' 1961 Report on the General Revision of the U.S. Copyright Law favored elimination of this compulsory license.

I believe that the time has come to again consider whether there is really a need for such a compulsory license. Since most of the world functions without such a license, why should one be needed in the United States? Is a compulsory license the only or the most viable solution? Should the United States follow the lead of many other countries and move to a system of collective administration in which a voluntary organization could be created (perhaps by a merger of the existing performing rights organizations and the Harry Fox Agency) to license all rights related to making musical works available to the public? Should we follow the model of collective licenses in which, subject to certain conditions, an agreement made by a collective organization would also apply to the works of authors or publishers who are not members of the organization? Will the creation of new digital rights management systems make such collective administration more feasible?

In fact, we already have a very successful model for collective administration of similar rights in the United States: performing rights organizations (ASCAP, BMI and SESAC) license the public performance of musical works - for which there is no statutory license - providing users with a means to obtain and pay for the necessary rights without difficulty. A similar model ought to work for licensing of the rights of reproduction and distribution.

As a matter of principle, I believe that the Section 115 license should be repealed and that licensing of rights should be left to the marketplace, most likely by means of collective administration. But I recognize that many parties with stakes in the current system will resist this proposal and that there would be many practical difficulties in implementing it. The Copyright Office would be pleased to study the issue and prepare a report for you with recommendations, if appropriate. Meanwhile, there are a number of other options for legislative action that merit consideration.

- **Clarification that all reproductions of a musical work made in the course of a digital phonorecord delivery are within the scope of the Section 115 compulsory license.** This may well be something that I will be able to do in

regulations issued in the pending rulemaking on incidental phonorecord deliveries, but if I conclude that it is beyond my power to reach that conclusion under current law, consideration should be given to amending Section 115 to provide expressly that all reproductions that are incidental to the making of a digital phonorecord delivery, including buffer and cache copies and server copies, [9] are included within the scope of the Section 115 compulsory license. Consideration should also be given to clarifying that no compensation is due to the copyright owner for the making of such copies beyond the compensation due for the ultimate DPD.

- **Amendment of the law to provide that reproductions of musical works made in the course of a licensed public performance are either exempt from liability or subject to a statutory license**. When a webcaster transmits a public performance of a sound recording of a musical composition, the webcaster must obtain a license from the copyright owner for the public performance of the musical work, typically obtained from a performing rights organazation such as ASCAP, BMI or SESAC. At the same time, webcasters find themselves subject to demands from music publishers or their representatives for separate compensation for the reproductions of the musical work that are made in order to enable the transmission of the performance. I have already expressed the view that there should be no liability for the making of buffer copies in the course of streaming a licensed public performance of a musical work. See U.S. Copyright Office, DMCA Section 104 Report 142-146 (2001); Statement of Marybeth Peters, The Register of Copyrights, before the Subcommittee on Courts, the Internet, and Intellectual Property, Committee on the Judiciary, Oversight Hearing on the Digital Millennium Copyright Act Section 104 Report, December 12-13, 2001. I have also pointed out that it is inconsistent to provide broadcasters with an exemption in Section 112(a) for ephemeral recordings of their transmission programs but to subject webcasters to a statutory license for the functionally similar server copies that they must make in order to make licensed transmissions of performances. DMCA Section 104 Report, U.S. Copyright Office 144 n. 434 (2001). In this respect, the playing field between broadcasters and webcasters should be leveled, either by converting the Section 112(a) exemption into a statutory license or converting the Section 112(e) statutory license into an exemption.

I can also see no justification for providing a compulsory license which covers ephemeral reproductions of sound recordings needed to effectuate a digital transmission and not providing a similar license to cover intermediate copies of the musical works embodied in these same sound recordings, but that is what Section 112 does in its current form. Parallel treatment should be offered for both the sound recordings and the musical works embodied therein which are part of a digital audio transmission.

- **Expansion of the Section 115 DPD license to include both reproductions and performances of musical works in the course of either digital phonorecord deliveries or transmissions of performances,** *e.g.,* in the course of streaming on the Internet. As noted above, many of the problems faced by online music services arise out of the distinction between reproduction rights and performance rights, and the fact that demands are often made upon services to pay separately for the exercise of each of these rights whether the primary conduct is the delivery of a DPD or the transmission of a performance. Placing both uses under a single license requiring a single payment - a form of "one-stop shopping" for rights - might be a more rational and workable solution.

Among the options that have been proposed relating to service of notice and payment of royalty fees under the Section 115 license are suggestions by users who have expressed their frustration with the cumbersome process involved in securing the Section 115 license, including:

- **Adoption of a model similar to that of the Section 114 webcasting license, requiring services using the license to file only a single notice with the Copyright Office stating their intention to use the statutory license with respect to all musical works.** Section 115 currently requires the licensees to serve notices identifying each musical work for which they intend to make and distribute copies under the compulsory license. This system has worked fairly well and is sensible with respect to the traditional mechanical license, but do such requirements make sense for services offering DPDs of thousands of musical works? The current system does have the virtue of giving a copyright owner notice when one of its works is being used under the compulsory license. Removing that requirement would mean that a copyright owner would find it much more difficult to ascertain whether a particular work owned by that copyright owner is being used by a particular licensee under the compulsory license. However, removing that requirement would avoid - or at least defer - the problems compulsory licensees currently have in identifying and locating copyright owners of particular works. The problems might be only deferred rather than avoided because the licensee would still have to identify and locate the copyright owner in order to pay royalties to the proper person - at least when the copyright owner has registered its claim in the musical work.

- **Establishment of a collective to receive and disburse royalties under the Section 115 license.** Again, Section 114 may provide a useful model. Royalties under the Section 114 statutory license, which are owed to copyright owners of sound recordings rather than of musical works, are paid to SoundExchange, an agent appointed through the CARP process to receive the royalties and then to disburse them to the copyright owners. Such a model might be worth emulating under the Section 115 license, especially if the requirement of serving notices of intention to use the compulsory license on copyright owners is abandoned. While such a scheme offers obvious benefits to licensees, copyright owners (and, in particular, those copyright owners who are readily identifiable under the current system) might find themselves receiving less in royalties than they receive under the current system, since administrative costs of the receiving and disbursing entity presumably would be deducted from the royalties and the allocation of royalties might result in some copyright owners receiving less than they would receive under the current system, which requires that each copyright owner be paid precisely (and directly) the amount of royalties derived from the use of that copyright owner's musical works.

- **Designation of a single entity, like the Copyright Office, upon which to serve notices and make royalty payments.** I am skeptical of the benefits of this approach, which would shift to the Copyright Office the burden of locating copyright owners and making payments to them. The administrative expense and burden would likely be considerable, and giving a government agency the responsibility to receive such finds, identify copyright owners and make the appropriate payments to each copyright owner is probably not the most efficient means of getting the royalties to the persons entitled to them.

- **Creation of a complete and up-to-date electronic database of all musical works**

registered with the Copyright Office. I suspect that proponents of this solution have very little knowledge of the difficulty and expense that would be involved in creating an accurate and comprehensive list of owners of copyrights in all musical works. Determining who owns the copyright in a particular work is not always a simple matter. Someone reviewing the current Copyright Office records to determine ownership of a particular work would have to search both the registration records and the records of documents of transfer that are recorded with the Office. While basic information about post-1977 registrations and documents of transfer is available through the Office's online indexing system, in any case where ownership of all or some of the exclusive rights in a work have been transferred it would be necessary to review the copy of the actual document of transfer maintained at the Copyright Office (and not available online) to ascertain exactly what rights have been transferred to whom. Chain of title can often be complicated. Addresses of copyright owners are not available in the Office's online indexes. And the information in the Office's current registration and recordation systems could not easily be transformed into a database containing current copyright ownership information. Moreover, neither registration nor recordation of documents of transfer is required by law; therefore, there are many gaps in the Office's records. Where there is a record, it is not necessarily up to date. It is difficult to fathom how the Office could create an accurate, reliable and comprehensive database of current ownership of musical works. While the registration and recordation system works reasonably well when a person is seeking information on ownership of a particular work, such information must usually be interpreted by a lawyer (especially if there have been transfers of ownership). The system is not well-suited for the type of large-scale licensing of thousands of works in a single transaction that is desired by online music services.

- **Shifting the burden of obtaining the rights to the sound recording copyright owner.** Online music services generally transmit performances or DPDs of sound recordings that have already been released by record companies. The record company already will have obtained a license - either directly from the copyright owner of the musical work that has been recorded or by means of the section 115 statutory license - for use of the musical work. The record company may well have already obtained a section 115 license to make DPDs of the musical work as well, and one would expect that this will increasingly be the case. Because record companies already have substantial incentives and presumably have greater ability to clear the rights to the musical works that they record, consideration should be given to permitting online music services - who must obtain the right to transmit phonorecords of the sound recording from the record company in any event - see 17 U.S.C. §115(c)(3)(H)(i) (quoted above in footnote 7) - to stand in the shoes of the record company as beneficiaries of the compulsory license for DPDs. The online music company could make royalty payments to the record company for the DPDs of the musical works, and the record company (which might charge the online music company an administrative fee for the service) could pass the royalty on to the copyright owner of the musical work. As noted above, Section 115(c)(3)(I) already appears to permit the record company to license the right to make DPDs of the musical compositions to other online music services. Clarification of this provision and expansion to provide for funneling royalty payments through the record companies might lead to more workable arrangements.

- **Creation of a safe harbor for those who fail to exercise properly the license during a period of uncertainty arising from the administration of the license for the making of DPDs.** Under current law, a person who wishes to use the Section 115

compulsory license must either serve the copyright owner with a Notice of Intention if he can identify and locate the copyright owner based on a search of Copyright Office records or file a Notice of Intention with the Copyright Office if he cannot so identify or locate the copyright owner. While the expenses involved in this process may be considerable, it is hard for me to agree that there is uncertainty about how to comply with the license. On the other hand, currently Section 115 exacts a harsh penalty for those who fail to serve the Notice of Intention or make royalty payments in a timely fashion: they are forever barred from taking advantage of the compulsory license with respect to the particular musical work in question. I have reservations about creating a "safe harbor" for the making of unauthorized DPDs during a time when a service has failed to comply with the requirements of the license, but I believe consideration should be given to affording a service the opportunity to cure its default and use the compulsory license prospectively, even if the service is liable for copyright infringement for the unauthorized transmissions made prior to the service's compliance.

Extension of the period for effectuating service on the copyright owner or its agent beyond the 30 day window specified in the law. There is merit in this proposal, especially in light of the current provision that absolves a licensee from making payments under the statutory license until after the copyright owner can be identified in the registration or other public records of the Copyright Office. Difficulties in ascertaining the identities and addresses of the copyright owners may also justify a more liberal approach. I could imagine a system that, for example, required a service to serve the copyright owner with a Notice of Intention within 30 days of the service's first use of the musical work or within one year of the time when the copyright owner is first identified in the records of the Copyright Office - whichever date is later - but with an obligation to make payments retroactive to the date on which the copyright owner was first identified in the Copyright Office records. Under such a system, services would only have to search the Office's records once a year in order to avoid liability for failing to have ascertained that a copyright owner's identity has become available in the Office's records.

- **Provision for payment of royalties on a quarterly basis rather than a monthly basis**. It is my understanding that most licenses *negotiated* with copyright owners under Section 115 (e.g., the licenses given by the Harry Fox Agency in lieu of actual statutory licenses) provide for quarterly payments rather than the monthly payments required under the compulsory license. It is also my understanding that one of the reasons for the statutory requirement of monthly payments, as well as some of the other statutory requirements, was a determination that use of the compulsory license should only be made as a last resort, and that licensees should be encouraged to obtain voluntary licenses directly from the copyright owners or their agents, who would offer more congenial terms. Users might find a requirement of quarterly payments rather than monthly payments to be beneficial, but copyright owners presumably would prefer to receive their payments more promptly; moreover, if a licensee defaults on payment, a quarterly payment cycle would be more disadvantageous to the copyright owner than a monthly cycle. Amending Section 115 to require quarterly payments might lead many more licensees to elect to obtain statutory licenses rather than deal directly with publishers or their agents. Consideration should be given to whether that would be desirable.

Provision for an offset of the costs associated with filing Notices with the Office in those cases where the copyright owner wrongfully refuses service. In

general, I believe that persons using a statutory license should bear the cost associated with obtaining the license. However, if the copyright owner has wrongfully refused to accept service of a Notice of Intention, there is something to be said for the notion of shifting those additional costs incurred by the licensee as a result of the wrongful refusal.

In general, I do support the music industry's attempt to simplify the requirements for obtaining the compulsory license and its desire to create a seamless licensing regime under the law to allow for the making and distribution of phonorecords of sound recordings containing musical works.

However, the need for extensive revisions is difficult to assess. Prior to the passage of the DPRA, each year the Copyright Office received fewer than twenty notices of intention from those seeking to obtain the Section 115 license. Last year, two hundred and fourteen (214) notices were filed with the Office, representing a significant jump in the number of notices filed with the Office over the pre-1995 era. Yet, the noted increase represents only 214 song titles, a mere drop in the bucket when considered against the thousands, if not hundreds of thousands, of song titles that are being offered today by subscription music services. While we acknowledge that this observation may merely reflect the reluctance of users to use the license in its current form to clear large numbers of works, as well as the fact that users may file with the Office only when our records do not provide the identity and current address of the copyright owner, it may also represent the success of viable marketplace solutions.

Certainly we have heard few complaints about the operation of Section 115 in the context of the traditional mechanical license. To the extent that reform of the license is needed, it may be that the traditional mechanical license should be separated from the license for DPDs, and that two different regimes be created, each designed to meet the needs of both copyright owners and the persons using the two licenses.

In any event, the critical issue centers on clarifying the scope of the compulsory license in the digital era. I have outlined only a few possible approaches to reform of the Section 115 compulsory license. While there is a clear need to correct some of the deficiencies in Section 115, I believe that it is important for all the interested parties - copyright owners, record companies, online music services and others - to work together to evaluate various alternative solutions in the coming months. I commend you, Mr. Chairman, for convening this hearing to discuss the problems associated with the use of the Section 115 license in a digital environment, and I look forward to working with you, members of the Subcommittee, and the industries represented at this table to find effective and efficient solutions to make the Section 115 compulsory license available and workable to all potential users and strike the proper balance between their needs and the rights of the copyright owners.

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1. The music industry construed the reference in Section 1(e) of the 1909 Act as referring only to a nondramatic musical composition as opposed to music contained in dramatico-musical compositions. *See* Melville B. Nimmer, Nimmer on Copyright, § 16.4 (1976). This interpretation was expressly incorporated into the law by Congress with the adoption of the 1976 Act. 17 U.S.C. §115(a)(1).

2. 209 U.S. 1 (1908).

3. Congress intended the term "made" "to be broader than 'manufactured' and to include within its scope every possible manufacturing or other process capable of reproducing a sound recording in phonorecords." H. Rep. No. 1476, at 110 (1976).

4. For purposes of Section 115, "the concept of 'distribution' comprises any act by which the person exercising the compulsory license voluntarily relinquishes possession of a phonorecord (considered as a fungible unit), regardless of whether the distribution is to the public, passes title, constitutes a gift, or is sold, rented, leased, or loaned, unless it is actually returned and the transaction cancelled." Id.

5. This provision replaced the earlier requirement in the 1909 law that a copyright owner must file a otice of use with the Copyright Office in order to be eligible to receive royalties generated under the compulsory license.

6. In 1993, Congress passed the Copyright Royalty Tribunal Reform Act of 1993, Pub. L. 103-198, 107 Stat. 2304, which eliminated the Copyright Royalty Tribunal and replaced it with a system of *ad hoc* Copyright Arbitration Royalty Panels (CARPs) administered by the Librarian of Congress.

7. "A digital phonorecord delivery of a sound recording is actionable as an act of infringement under section 501, and is fully subject to the remedies provided by sections 502 through 506 and section 509, unless-

> (I) the digital phonorecord delivery has been authorized by the copyright owner of the sound recording; and
>
> (II) the owner of the copyright in the sound recording or the entity making the digital phonorecord delivery has obtained a compulsory license under this section or has otherwise been authorized by the copyright owner of the musical work to distribute or authorize the distribution, by means of a digital phonorecord delivery, of each musical work embodied in the sound recording."

17 U.S.C. §115(c)(3)(H)(i).

8. The fee for the filing of Notices of Intention may be changed only after a study has been made of the costs connected with the filing and indexing of the Notices. The fee adjustment must be submitted to Congress and may be instituted only if Congress has not enacted a law disapproving the fee within 120 days of its submission to Congress. 17 U.S.C. §708(a)(5), (b).

9. Technically, these are phonorecords rather than copies. See 17 U.S.C. §101 (definitions of "copies" and "phonorecords"), but terms such as "buffer copy" and "server copy" have entered common parlance.

U.S. Copyright Office
101 Independence Ave. S.E.
Washington, D.C. 20559-6000
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Revised: 31-Jan-2005

EXHIBIT CO 0515

For Immediate Release
April 29, 2004
http://www.riaa.com

Contact: Amy Weiss
Jonathan Lamy
202-775-0101

Testimony of Mitch Bainwol,
Chairman and CEO, Recording Industry Association of America (RIAA)
Before U.S. Senate Committee on Appropriations
Subcommittee On Commerce, Justice, State and the Judiciary
April 29, 2004

Mr. Chairman, Members of the Subcommittee. Thank you for focusing Congress' attention on the devastating impact of piracy and the steps government can take to address this enormous problem.

I'm the Chairman and CEO of the Recording Industry Association of America. Our members create, manufacture and or distribute 90 percent of all legitimate sound recordings produced and sold in the U.S. In 03, the U.S. represented just under 40 percent of a $32 billion, 2.7 billion unit global market.

The '80s and '90s were terrific decades for music sales. Domestic revenues soared from less than $4 billion in 1980 to almost $15 billion in 1999. The global pattern was similar: sales in 1980 of $11 billion rising to $39 billion in 1999. And then things went south.

Part of the explanation is the pervasiveness of international piracy perpetrated the old-fashioned way – factory produced cassettes and CDs. But there were two new and more salient triggers.

First, the enormous wave of illegal file sharing that began with the original centralized Napster and was followed by a surge of decentralized peer to peer networks; and, second, the widespread proliferation of CD burners that made is so very easy to reproduce high quality sound recordings.

We found ourselves in a rapidly evolving environment defined by: (1) widespread ambiguity about what you can and can't do to share music; and (2) a dramatic decline in the barriers to entry for piracy. With either a CD burner for physical piracy or a home

computer hooked up to the Internet for online peer-to-peer piracy -- increasingly over broadband -- it became easier than ever to get music without paying for it.

In rough terms, the combination of growing global physical piracy, easier Internet piracy and illegal CD burning contributed to a 20 percent sales decline since 1999.

The impact of the revenue crash has been profound, in human and creative terms. Successive rounds of job losses...1000 jobs lost at Warner in March of this year. Several weeks ago at EMI, another 1500 jobs lost. Last year at Sony, about 1000 jobs. 1500 jobs lost at Universal in less than 2 years. Major losses at BMG as well. None of this takes into account the additional job losses associated with the closure of literally thousands of retail stores.

Yet the creative cost is even more troubling. Artist rosters have been slashed dramatically as companies no longer can afford to carry as many dreams. Piracy robs industry of the capital it needs to invest. The result? Fewer artists are finding the financial support they need to put food on their table. The path to artistic success in music has never been linear, speedy or terribly predictable. A performer can break with the release of their first album – or years into their careers.

In today's world, however, smaller rosters accommodate fewer aspiring performers. The price? Perhaps the next Nora Jones. Or Billy Joel. Or Willie Nelson. Or the next Beyonce.

Regarding the ONLINE problem, the most important thing this Congress can do is recognize the true nature of this economic challenge. It isn't a case of digital versus plastic, content versus technology or old versus new. It IS a case of legitimate versus illegitimate.

Shine the spotlight; here's what you'll find.

The legitimate industry pays taxes, provides jobs, contributes positively to our trade balance, labels our content and compensates songwriters and performers. Unfailingly, the industry helps bring to the market great new product that enriches the lives of fans everywhere.

The illegitimate industry hijacked a neutral technology – P2P. They don't pay taxes, don't provide jobs, don't impact trade, don't label or even effectively shield kids from pornography...and they certainly don't pay songwriters or artists. Moreover, these networks compromise user privacy, jeopardize computer security, and induce illegal copyright infringement without anything even remotely resembling adequate disclosure. New product? That's not part of their business.

Shine that spotlight. Cut through the fog they hide behind. Demand accountability. And help us educate parents, teenagers and pre-teens how to enjoy music in ways that preserve the future of the creative enterprise. There will always be technical methods for

stealing songs; so our joint task is to send a message that IP matters, that the future of music for creators and fans alike is predicated on the simple principle that you should pay for what you get.

While nothing is more vital than sending the right message, enforcement is a pretty close second.

So we were greatly heartened last week by "Operation Fastlink." Attorney General Ashcroft and his team deserve great credit for this unprecedented 10 country crackdown on the pre-release ripping groups that make it sport to steal property even before it becomes commercially available. We think there is real promise to the new Justice Task Force on these matters under the able leadership of David Israelite.

And we were delighted with the recent announcement by the U.S. China Joint Commission on Commerce and Trade. USTR and the Commerce Department were instrumental in achieving tangible, specific commitments from the Chinese.

Moving forward, we think it wise that Congress seek to elevate the status of international IP protection and offer these specific suggestions:

1. Elevate the status of trade-related IP at USTR by creating a special Ambassador for intellectual property.
2. Consider separating out from the USTR office that manages services and investment issues a stand-alone IP office with sufficient staffing to ensure the obligations made by our trading partners are honored.
3. Ensure that Commerce, PTO and State have adequate resources to assist USTR on these issues. USTR is tiny; at just 200 people, they can't do it alone.
4. Consider elevating the State Department's Intellectual Property Division to "Office-level" status
5. Extend and expand the $2.5 million INL allocation in the State Department's budget for IPR capacity building in other countries.

On behalf of the music community, we appreciate your focus on the piracy problem and welcome the opportunity to work with the Senate.

# # # # #

EXHIBIT CO 0516

Before the
COPYRIGHT ROYALTY BOARD
LIBRARY OF CONGRESS
Washington, D.C.

In The Matter Of:	:	
	:	Docket No. 2005-1 CRB DATA
Digital Performance Right in Sound Recordings and Ephemeral Recordings	:	

WITNESS STATEMENT OF KARYN ULMAN

1. My name is Karyn Ulman. I have been in the business of clearing and licensing music rights for 30 years. I offer this testimony insofar as it may be helpful to the Copyright Royalty Board in this proceeding.

2. I began my career in New York in 1974 at April Blackwood Music Publishing, and then worked at Columbia Records starting in 1976 until moving to California. Upon moving to California, I joined music publishing company Hal David, Inc., where I did licensing work for two years before joining the Hanna Barbara Production Company of Taft Entertainment in 1978.

3. I eventually moved up to the parent company at Taft, where I served as Senior Vice President of Music, and was in charge of the music supervision, music clearance and music publishing departments. From 1988 to 1994, I worked as a consultant specializing in music publishing administration for film and record companies. This work included deal development and contract negotiations on behalf of record labels to secure publishing rights and licenses. From 1995 to 2002, I was Vice President and then Senior Vice President for DIC Entertainment, LLC and DIC Music, LLC, where my responsibilities included overseeing all the

music licensing and music business affairs related to recording and producing scores and songs, as well as licensing compositions and sound recording masters for inclusion in television and home video projects and soundtrack albums.

4. In 2002, I became a consultant to Music Reports, Inc. and thereafter became Vice President for Licensing and Senior Vice President at Copyright Clearinghouse, Inc. There I represented clients in various licensing transactions with music publishers and record labels to secure reproduction and performance right licenses. In 2004, I moved to eMusic.com, as the Vice President for Music Licensing, where I trained and supervised a ten-person team in Internet music research and licensing of digital media rights. In October 2005, I returned to Music Reports, Inc.

5. My career has exposed me to many facets of the music rights and licensing marketplace, both from the perspective of rights holders and licensees. I am very familiar with the considerations involved – on both sides of the table – in arriving at license fees for the use of musical compositions and sound recordings, as well as their comparative values in various types of contexts (film, television, online, etc.)

6. I have been asked by the Digital Media Association ("DiMA") what relationship, if any, there exists as between the fees that one would expect to observe in the licensing market for what are known as "synch" rights licenses and "master use" licenses associated with the use of the same tracks in a given theatrical film or tv show. Both types of licenses typically are required when a producer chooses to use a prerecorded sound recording in a film or tv show: the "master use" license governs the reproduction of a sound recording into the film/tv show; and the "synch" (or synchronization) license governs the reproduction into the

film/program of the underlying musical work (i.e. the composition) embodied in that same sound recording.

7. The synch right and master use right are independent rights controlled by different rights owners or their agents: the master use right typically is controlled by a record company and the synch right is owned by a music publisher. The movie/tv producer seeking licenses must conduct separate negotiations with each of the sound recording owner and the publisher.

8. Although these negotiations occur independently, the license fees payable for master use rights and synch rights associated with their simultaneous use in a motion picture or TV show almost invariably are of the same (or substantially the same) amount. While there are some exceptions every now and then, it is almost always the case that the licensing fee paid to a record company for the master use license is substantially the same as the fee paid to the music publisher for the corresponding synch license to the underlying musical work.

9. Indeed, over the last several years, this result has been effectively ensured by the common use of most-favored-nation ("MFN") clauses in these types of music licensing transactions by record companies and publishers alike. It is now common for a publisher of a musical composition to demand that the producer/licensee agree that, if the producer later agrees to pay more for a master use license for the corresponding sound recording than it agreed to pay for the associated composition, it must retroactively pay the same amount for use of the composition (so the synch fee is "no less" than the master use fee). Meanwhile, it is also now typical for the licensor of master use rights to demand reciprocal MFN treatment (thus ensuring that if a producer agrees to pay more for a synch license, the producer will have the obligation to adjust the master use fee up to the same amount).

10. I have reviewed the witness statement of Dr. Adam Jaffe submitted as written rebuttal testimony in the prior copyright arbitration proceedings involving the same subject matter as is presently before this Copyright Royalty Board. Specifically, he addressed the parity in treatment that record labels and music publishers typically seek with respect to the sound recording and the underlying musical work in the course of licensing master use and synch rights in the television and motion picture industries. Based on my years of experience in this area, and based on information available to me regarding current practices, I can confirm that Dr. Jaffe's testimony on this subject was accurate and consistent with industry practices in 2001, and that there has been no material change in those practices since then. Indeed, the regular use of MFN clauses as between master rights holders (record labels) and synch rights holders (the music publishers) effectively ensures that result.

I declare under the penalty of perjury that the foregoing is true and correct.

_____

Karyn Ulman

EXHIBIT CO 0517

Music Biz Academy.com

Taking a Glance at New Media Deals in the Music Industry

*by Dina LaPolt, Esq.** - August 2005

Back to The Academy

It seems as though music is now available everywhere. Today, music is available through digital download services such as *iTunes* and *Napster*; streaming interactive subscription services inlcuding *Rhapsody* and *MusicNet*, as well as non-interactive subscription services via *MusicChoice*, *Sirius*, and *XM Satellite*; through video games such as *Grand Theft Auto* and *Madden Football*, as well as through your cell phone. Below are the descriptions for some these new formats and the breakdown of some of the income paid to the artists and songwriters.

Digital Downloads

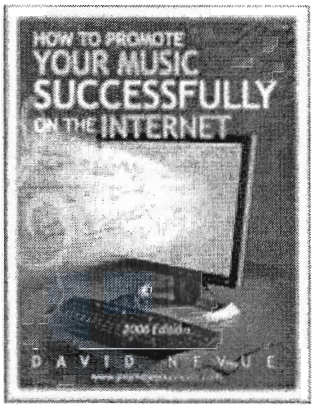
Although there are numerous digital download services available throughout the world, the most prominent seems to be Apple's *iTunes*. Through mass marketing campaigns that extend throughout the world, which feature such globally recognized artists as U2 and the Black Eyed Peas, *iTunes* is offered via both PC and Mac computers, then downloaded to a handheld device called an *iPod*. As of January 2004, *iTunes* reported a whopping 250 million downloads! 135 million of these were downloaded in the United States and *iTunes* reports a current average of more than 1.25 million downloads per day. Pursuant to the *iTunes* agreement with the record labels, the *iTunes* share of income is $0.34 cents out of each $0.99 download.

The following sets forth the way in which some record labels, most certainly the major labels (i.e., Universal, Sony-BMG, EMI and Warner Bros), pay third parties with respect to each $0.99 download, assuming that the recording agreement allocated the artist an "all in" royalty rate of 15% (i.e. which includes a producer royalty of 3%, leaving a "net artist" rate of 12%):

Artist iTunes Royalty
$0.99 download single song price to the consumer
less $0.34 to Apple
left $0.65 x 130% (wholesale markup)
x 12% (net artist net rate) = $0.10

Producer iTunes Royalty
$0.99 download single song price to the consumer
less $0.34 to Apple

Free Subscription to **The Music Biz Digest!**
Promotion tips, articles, resources and news delivered to your inbox. Subscribe Here!



How to Promote Your Music Successfully on the Internet
This easy-to-read guide to music promotion teaches you how to effectively sell your music online! Learn what works and what doesn't from a musician who's now promoting music on the Internet full time! More....

Our Top 20 Articles
How to Write an Artist Bio
Improve Your Press Kit
21 Songwriting Tips
Performance Contracts
Sell Your CDs Online
What's a Record Deal About?
Mastering Your Music
Inside Record Labels
A Legal Checklist
Starting a Music Business
How to Write a Press Release
Guerrilla Marketing Tips

left $0.65 x 130% (wholesale markup)
x 3% (producer rate) = $0.025

Some record labels take this even further by first deducting the mechanical royalty off of the $0.65 cents prior to calculating the *iTunes* royalty, which is then paid to the artist and the producer, resulting in a lower royalty rate.

See the following:

Artist iTunes Royalty
$0.99 download single song price to the consumer
less $0.34 to Apple
left $0.65 *less* a digital mechanical royalty of $0.085 cents
left $0.565 x 130% (wholesale markup)
x 12% (net artist net rate) = $0.088

Producer iTunes Royalty
$0.99 download single song price to the consumer
less $0.3 to Apple
left $0.65 *less* a digital mechanical royalty of $0.085 cents
left $0.65 x 130% (wholesale markup)
x 3% (producer rate) = $0.022

One major label in particular goes so far as to take a packaging deduction!

With respect to mechanical royalties paid for digital distributions of musical compositions, record companies in the U.S. have been using a notice of compulsory license when notifying music publishers of their intention to offer digital downloads of musical compositions. This 'notice' usually lists the record company, the recording artist, the name of the musical composition, the identity of the songwriters and music publishers and the expected distribution date of the 'digital phonograph delivery' of the song. These compulsory licenses are typically referred to as "DPD Licenses" and they are paid at the maximum statutory rate, which is currently 8.5 cents for songs under 5 minutes or 1.65 cents per minute if the song is over 5 minutes. For recordings produced pursuant to contracts entered after 1995, the law prohibits a controlled composition provision of the artists' contract from discounting the compulsory DPD rate, so even if there is a controlled composition clause in the contract, the singer-songwriter should receive the entire 8.5 cents.

Can Unsigned Artists be digitally distributed through iT*unes*?

An artist who has not signed to a major or independent record label can still get their music distributed via *iTunes* by a number of various companies now affiliated with Apple. The two that I will mention in this article are CCBaby.com and iFanz.com. Out of the $0.65 cents left over after Apple takes its $0.34 share, Cdbaby.com only takes a 9% fee off each download, passing along to its artists a whopping 91% of the income! iFanz charges 40% per download. In both cases, the artist is responsible for all third party payments, including any royalties payable to producers of the recordings and digital mechanical royalties, which are paid to owners and/or controllers of the musical compositions contained on each recording.

With respect to digital mechanical royalties, the online service (i.e. *iTunes)*, like a physical retailer, pays these royalties to the record

Facts About Music Licensing
How to Make a Living w/ Music
Record Distribution: 25 Tips
Reasons Demos Are Rejected
Artist/Band Interview Form
Planning A Radio Campaign
Internship Do's & Don'ts
Tax Tips for Musicians

Lots More Articles...

Music Is Your Business
Used as the official textbook for the Art Institute of Seattle's Audio program, this invaluable book is filled with insights into the music business and tactics for marketing your music. It includes examples of industry marketing documents, a sample of an artist bio and fact sheet, and checklists for starting your career and running your own record label. More....

The Complete Guide to Starting a Record Company
This wonderful book guides you step by step through the process of starting up your own independent record label. It includes vital advice on how to retain lawyers and accountants, construct budgets, sign artists, navigate artist contracts, find a distributor and how to develop and execute an effective marketing plan. More...

The Music Phone Book
The Music Phone Book lists detailed contact information for over 10,000 live music clubs and venues (More than any other magazine) in the U.S. Also listed are over 1,800 independent and major record labels, nearly every national touring artist, and thousands of music contacts

companies (who own and control the recordings containing the songs), who in turn pays either the songwriters, music publishers or the Harry Fox Agency, who in turn pays the music publishers.

Internet Interactive Subscription Services

Two notable interactive music subscription services are *Rhapsody* (through RealNetworks) and *Napster,* both of which offer continuous interactive streaming music, which also allows the user to download tracks to a CD for a separate fee, sometimes as low as $0.79 per download. These services are considered "interactive" because the consumer can interact with the service to hear a specific recording and to create personalized radio stations and play lists. Specifically, with respect to *Rhapsody,* once logged on, it plays all day long. The user can create personalized radio stations such as *Classic Rock Vault* and *Ultra Chill*. To create a personalized radio station, the user designates up to ten artists for each respective customized radio station and the 'personalized station' plays those particular artists - plus any other artists *like* those particular artists - all day long. This service costs $24.99 per quarter (i.e. four times per year) or $9.99 per month. Although some artists are notably missing (like The Beatles and AC/DC), *Rhapsody* is rapidly increasing its content every day. Generally, these services pay $0.01 (i.e. 1 cent) to the record label each time a recording is streamed. Since this is licensing revenue, the label should split this amount with the featured artist.

For subscribers, *Rhapsody* announced a service similar to the widely popular *Napster to Go* for a monthly fee of $14.99, where subscribers can download as many records offered by the service as they would like onto certain portable devices (notably, not the iPod). The subscriber maintains access to the recordings for as long as he or she retains the monthly membership.

For the non-subscriber, *Rhapsody* just introduced a version of its software that allows non-subscribers to listen to 25 songs for free each month. Users are welcome to listen to one song 25 times or any 25 songs from its extensive library once. *Rhapsody* hopes that making it as easy to obtain songs illicitly through a file-sharing network like KaZaA will draw new paying customers. "Today, the number of people who use legal services are in the millions, and the number of people who use pirate services is in the tens of millions," says Rob Glaser, Real Networks' chief executive. Accordingly, to compete, *Rhapsody* is attempting to fight 'free' with 'free.'

Although permanent royalty rates are still being worked out between the record labels and some of their artists as the industry evolves more into the digital realm, a partial list of interactive digital subscription services and information pertaining to approximate royalty rates and fees can be found by logging onto www.cdbaby.net. Once logged on, click on "Sell Your Downloads" and then click on "companies" on the left side of the page.

Internet Radio Stations and Non-Interactive Subscription Services

Most of the prominent terrestrial radio stations have corresponding Internet radio stations that broadcast the station over the Internet waves. Under the Digital Millennium Copyright Act of 1995, Congress provided for a Webcasting Royalty to be paid to the owners or controllers of the recordings being streamed. This Webcasting Royalty is only paid for "non-interactive" radio and subscription services. Unlike *Rhapsody* and *Napster's* interactive services, the consumer cannot pick and choose

that can't be found anywhere else. More...

Guerrilla Music Marketing Handbook!
This is your guide to independent music success secrets, featuring over 175 ways to thrive and prosper with your own band or record label. Goal setting, networking, lists of distribution channels, offbeat promotional ideas. It's all here! More....

The Indie Bible
With 350 pages containing over 10,000 contacts, including music reviewers and radio stations, The Indie Bible is a resource for songwriters and musicians who wish to have their music heard, reviewed, or considered for radio play. More....

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which particular songs or artists they want to hear.

The two FCC-approved non-interactive satellite digital subscription services are XM Satellite and Sirius. With respect to Sirius, it charges a nominal activation fee of $15 and costs $12.95 per month thereafter. Both of these digital subscription services stream music in virtually every genre to listeners seven (7) days a week-twenty four (24) hours a day. Accordingly, the listener can choose to listen to *Smooth R&B* and that station will play such artists as Al Green, Ray Benson, and Toni Braxton continuously without any commercial interruption. In addition to Sirius and XM, there are also non-interactive music subscription services available via most digital cable television lines. These services are MusicChoice, DMX or Muzak.

All of these services must pay the statutory performance license fees for the master recording, as discussed below, and must also pay the performance rights organizations for the performance of the musical compositions.

Public Performance Royalties for Internet Licenses

The Master Recording
With respect to the non-interactive subscription services and Internet radio stations, SoundExchange collects money for owners and controllers of the master recordings and featured artists.

SoundExchange is the first performing rights organization in the U.S. to collect and distribute royalties to sound recording copyright owners and featured artists. SoundExchange is a not-for-profit organization governed by a board of both artist representatives and major and independent label representatives. The law provides that the statutory license revenues be split:

- 50% to the owner of the master recording (i.e., most often the record company)
- 45% to the featured artist
- 5% to the non-featured musicians and vocalists (through the AFM and AFTRA Intellectual Property Rights Distribution Fund, www.raroyalties.org)

SoundExchange receives license revenues from satellite, cable and Internet radio, with licenses for both commercial and non-commercial services, which include track level accounting of performances to its members and the most up-to-date information on streaming and digital transmissions. More information can be found at Sound Exchange.

The Musical Composition
With respect to the musical composition, there are three (3) performing rights organizations in the U.S. -- ASCAP, BMI, and SESAC. ASCAP, BMI, and SESAC collect public performance income with respect to musical compositions and all have various licenses that allow these Internet services, whether interactive or non-interactive, to perform all of the songs in each of their repertory. These Internet licenses do not allow the reproduction or distribution of the songs, nor do they allow the pubic performance of the master recordings (which is handled through SoundExchange).

According to the music business person's bible, ***Music, Money and Success: The Insider's Guide to Making Money in the Music Industry*** *(4th edition)* by Jeffrey Brabec and Todd Brabec, the following applies to the public performance of songs via the Internet: The Brabec brothers point out that a lot of these licenses are still in their 'experimental stages' and urge the songwriter and/or publishers to regularly check the website of their respective performing rights organization to make sure they have the most up-to-date and accurate information.

ASCAP currently offers three (3) types of Internet licenses. The first is a non-interactive license that does not allow consumers to download or otherwise select particular songs. The second type of license is an interactive license that does allow consumers to download or otherwise select particular songs. ASCAP's third type of license authorizes the public performance of its songs in its repertory via wireless devices such as mobile phones. The fees paid to ASCAP by these Internet sites are based on revenue or the activity of each Internet service. For more information, please log on to the ASCAP website at www.ASCAP.com and click on "customer licenses" on the left side of the page.

BMI's main license type is one where fees are computed on a 'gross revenue calculation,' where music is the primary feature of the particular site - or a 'music area calculation,' where music is only a part of the total website traffic for that particular site. For more information, go to www.BMI.com

SESAC also offers licenses that provide for fees based on the number of monthly page requests, as well as whether or not there is advertising on the site. For more information, go to www.SESAC.com

Ringtone Deals in the U.S.

Usually, these agreements are made between a cell phone aggregator (i.e. distributor) and music publishers and/or songwriters for the re-creation (i.e. "replay") of a song either monophonically (archaic) or polyphonically (preferred).

The terms of these agreements are short ranging - from 1 to 3 years. Although most of the deals are worldwide, the music publisher most often will try to limit the deal to the U.S. and Canada.

The way in which the aggregators pay royalties to the owners and controllers of musical compositions in the U.S. is usually the greater of ten cents ($0.10) or ten percent (10%) of the ringtone price paid by the consumer. Accordingly, there is always a floor of ten cents ($0.10) per ringtone, which is a step up from what songwriters and publishers are used to being paid on sales of record albums, pursuant to the statutory rates set by the U.S. Copyright Office. (As stated above, the current minimum statutory rate for record albums is $0.085 cents for under 5 minutes of playing time). Accordingly, if a ringtone sells for $3.00, then the royalty paid to the owners and controllers of that particular musical composition would be $0.30 cents. In addition, most agreements have a 'most favored nations' clause in them, which states that if another music publisher (or songwriter) receives a higher royalty rate for its share of the copyright relating to the ringtone, then the same higher rate shall apply to all. The 'most favored nations' clause will usually apply to all the provisions of the agreement (i.e. term, territory, advances, etc.), not just the royalty rate. Many ringtone agreements are contingent on the company's also obtaining licenses from the respective public performance organization (i.e. ASCAP, BMI or SESAC) and those monies will flow to

the publisher and songwriter as well.

Although the technology in the U.S. is not quite as advanced as the technology available in Asia and the rest of Europe, the U.S. is catching up fast.

In Japan, iMode is one of the leading cell phone aggregators and they boast that they have over 47 millions subscribers. In Europe, Vodaphone is the biggest cell phone aggregator, boasting that they have over 146 million subscribers (this would mean that approximately 1 out of every 4 cell phone users in Europe signed up with Vodaphone). Using 3G technology, iMode and Vodaphone provide customized cell phones which can offer a number of personalized services, such as music shops, music video channels, buying tickets to concerts through mobile ticketing, visual radio, personalized content - such as wallpaper and imaging featuring your favorite artist - and editorial content. Taken from lectures presented by the Mobile Music Forum at the MIDEM Music Business Conference in Cannes, France, in January 2005, the Forum reported that studies show a person takes the following three items each time they leave their house: keys, a purse (or a wallet) and a cell phone. Accordingly, it is only a matter of time before the cell phone becomes the ultimate multimedia device, which will incorporate technology used by other devices such as the iPod and be able to receive streaming services. The ability to receive streaming services on portable devices like cell phones may make devices containing fixed music, like the iPod, unnecessary. In fact, Asia and Europe have been utilizing these types of customized cell phones for several years already.

However, most of what we have in the United States are still only monophonic and polyphonic ringtones, whereby the actual song is recreated through a series of tones - most of them through MIDI (i.e. musical instrument digital interface). According to lectures taken from the Mobile Music Forum at MIDEM, monophonic and polyphonic ringtones generated an estimated 4 billon dollars in 2004. Currently, with the use of the relatively new 3G technology, a consumer in the U.S. can now download the actual master recording to a cell phone, as opposed to downloading a monophonic or polyphonic ringtone. These new types of tones are being referred to in the industry as "truetone masters" or "mastertones." In some Asian countries where cell phone technology is more advanced than in the U.S., revenues from the secondary usage of master recordings (e.g. mastertones, ringtones and ringbacks) have already surpassed revenues from the primary market of recordings.

Video Games

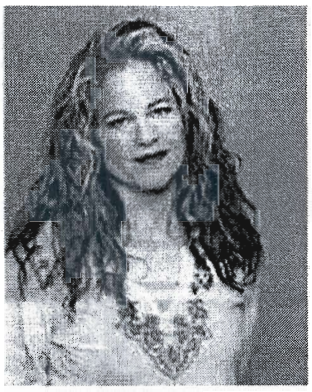
The use of music in video games is becoming a huge source of income for record companies, recording artists, songwriters and music publishers. Although there are a few exceptions, most game companies license music as a 'buy out,' as opposed to paying a royalty per each game sold, as is customary for CDs. Buy outs are somewhere between $5,000 to $10,000 per master recording and $5,000 to $10,000 for the musical composition embodied on the master recording, which is then divided up among the songwriters and/or music publishers, relative to each parties' copyright ownership interest.

Most of these licenses tend to be *short term* - usually spanning 5 to 10 years, with some stating that they are for the 'term of copyright' or for as long the game is being distributed. The territory is usually the world unless the artist has a lot of leverage. Additionally, there may be language

providing for the game to be available online, as well as any other 'new media' format that is developed in the future.

Beware of language in these agreements that grant the game company the right to release the music in the game on an audio-only CD or a DVD. If this language is in the agreement, try to take it out – or, at the very least, try to pre-negotiate the royalties for the CD, for instance obtaining a full mechanical royalty for the song (usually it will be 75% of the statutory rate) and a 'most favored nations' artist royalty rate for the master recording.

By the time this article is published, some of the foregoing may have already changed! The digital realm in the music industry is moving at such a rapid pace – it's almost too hard to keep up! The good news is that there are plenty of new opportunities for artists - both signed and unsigned. The bad news is that all these legitimate services that pay artists are dwarfed by the numbers that use the illegitimate services. Hopefully, as the legitimate services improve, these services will be more attractive than free. Maybe then, the playing field will finally be leveled off!



Dina LaPolt is an entertainment attorney at LaPolt Law, P.C. in Los Angeles. LaPolt Law is a boutique entertainment firm that specializes in representing clients in the music, merchandising, film, television, and book publishing industries. The firm's clientele include recording artists, artist- and producer-owned record companies, music publishers, producers, managers, film production companies, directors, writers, authors, and actors. In addition to practicing law, Dina teaches *"Legal and Practical Aspects of the Recording and Publishing Industries"* in the Entertainment Studies Department at UCLA Extension, she is an instructor of *Music Contracts* at the Musician's Institute in Hollywood, speaks regularly on panels at music industry conferences all over the country, and still has time to perform in her all-girl rock band. On the film production side, Dina was the Co-Producer of the 2005 Academy Award-nominated feature documentary film entitled, *Tupac: Resurrection.*

For more information on Dina LaPolt or her firm, please log on to www.LaPoltLaw.com

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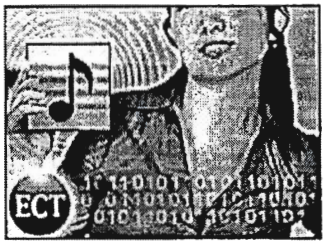
Record Industry Pushes Apple to Raise iTunes Prices



By Jennifer LeClaire
www.MacNewsWorld.com
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Record labels make about 70 cents per download, and that's more profit than they make selling CDs, according to Apple CEO Steve Jobs. "If they want to raise the prices, it just means they're getting a little greedy," Jobs said at the Apple Expo in Paris in September.

The recording industry wants a bigger slice of the digital download pie. Some labels are pushing Apple (Nasdaq: AAPL) to change the 99 US cents pricing model it pioneered when it launched iTunes three years ago.

Apple has sold more than 1 billion songs since then, helping labels pad their declining CD sales. More than 350 million digital songs were sold in the U.S. alone last year, according to U.S. SoundScan. That's 1 1/2 times as many as were sold in 2004.

Apple's iTunes has the lion's share of the market -- about 80 percent, according to the company -- with Napster and RealNetworks' Rhapsody among those competing for the remaining share with a subscription-based pricing model.

"I hope that every customer, artist and music company executive takes a moment today to reflect on what we've achieved together during the past three years," said Steve Jobs, Apple's CEO. "Over one billion songs have now been legally purchased and downloaded around the globe, representing a major force against music piracy and the future of music distribution as we move from CDs to the Internet."

Record Labels Reflect

It seems the music companies have done plenty of reflecting. The record labels agreed to Apple's one-price-fits-all model three years ago. However, when Apple's license expires, the labels are expected to push for higher prices, especially for new releases.

Apple was not immediately available for comment on its licensing deals. Recording Industry Association of America (RIAA) spokesperson Amanda Hunter did not return calls seeking comment on the issue.

Record labels, though, have spoken out publicly in the past. Warner Music Group CEO Edgar Bronfman Jr. last fall suggested that Apple should not have a one-price-fits-all strategy. An emboldened Bronfman even suggested that Apple should give the labels a cut of iPod sales. Meanwhile, EMI Group CEO Alain Levy lobbied for higher prices for best-selling bands and discounts for lesser-known artists.

At the Core of the Issue

Record labels make about 70 cents per download, and that's more profit than they make selling CDs, according to Jobs. "So if they want to raise the prices, it just means they're getting a little greedy," Jobs said at the Apple Expo in Paris in September.

The recording industry's response reeks of "greed and ingratitude," agreed Envisioneering Group Director Richard Doherty.

"I would ask any of those labels to show a balance sheet that reveals what the artists have gotten of that money," Doherty told MacNewsWorld. "I would challenge the studios to open their balance sheets and show where they are losing money on this."

A Return to Illegal Downloading?

If there is anything in relation to digital downloads that concerns RIAA more than pricing, it's piracy. The association continues its push anti-piracy efforts around the globe. The question is, would raising download prices spur a movement back to illegal downloads? Or are consumers willing to pay more?

"The general feeling from our consumer interviews is that the market can't tolerate -- or need it have to -- a 100 percent premium, or even a 60 percent premium. The fact is, Apple Computer makes less money on the downloads than any of the labels it is dealing with, and even less than some of the credit card clearing companies," Doherty said. "If digital download costs are going up, the recording industry must be using a different Internet than the rest of us." ECT

▸ Next Article in Music & Film: Rhetoric Heats Up - Apple Denies iTunes Infringes Beatles' Trademark

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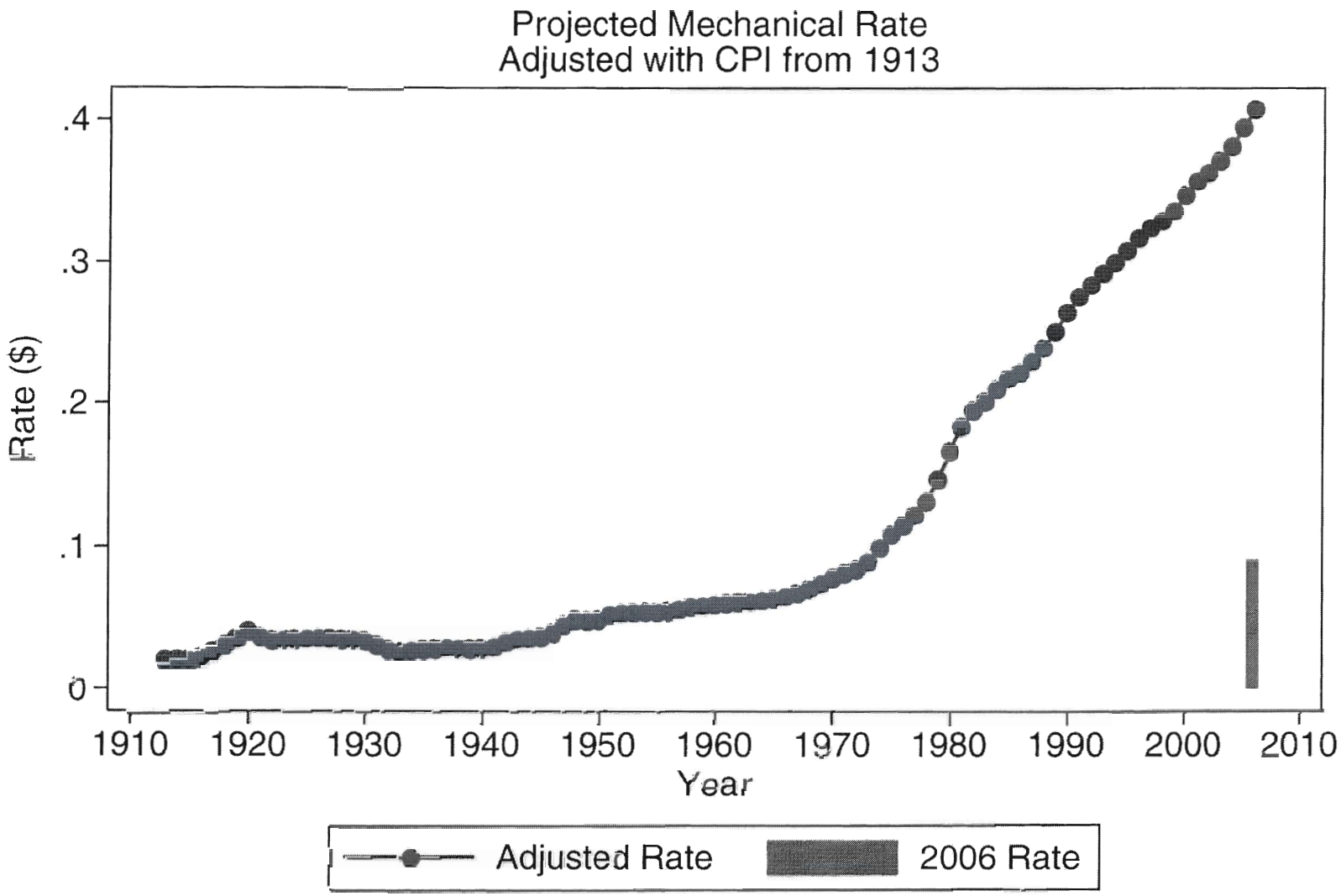

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SONY/ATV SONGS LLC
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Nashville, Tennessee 37203

Dated: August 11, 2006

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REDACTED

2006, whichever date shall first occur (the "Initial Term").

LICENSED MEDIA: "Free" (or "over-the-air") television; "basic" cable television; and, in "streaming" format only, on the Internet and all forms of wireless and broadband media including, but not limited to, "podcasts" and cell phones ("Internet Use").

LICENSED TERRITORY: The United States, its territories and possessions, including, but not limited to, Puerto Rico; save that, with respect to Internet Use, the Licensed Territory shall be the world.

2. This license is non-exclusive; save that we shall not authorize anyone to reproduce the Licensed Work, on the Licensed Media, in the Licensed Territory, in advertisements for automotive products including, but not limited to, SUVs and trucks.

3. In addition to the rights granted to you in paragraph 1 above, you shall have the right to publicly perform the Licensed Work, as reproduced in the Commercial, in the Licensed Territory, during the Licensed Term, for customary industrial, non-broadcast purposes including, but not limited to, trade shows, as part of "in store" displays, in the lobbies of REDACTED and Redacted, on common carriers, on "jumbotrons", and for purposes of publicizing the Commercial.

4. In consideration of the license granted herein, and as a condition thereof, you shall pay us the sum of REDACTED when you sign this license.

5. (a) Subject to paragraph 5(b) below, neither this license, nor any rights granted to you hereunder, may be assigned or transferred by you, and any such assignment shall be void from inception.

(b) Agency is acting as agent for the Client. All rights, benefits, privileges and properties vested in Agency pursuant to this license are vested in Agency for the benefit of the Client and may be exercised either by the Agency or the Client. All obligations, liabilities and duties imposed by the license are imposed upon the Agency as agent for a disclosed principal and not as principal. The Client shall have the right, at any time, to assign this license to any other advertising agency and such designated agency shall be substituted in this license as if it were party to the license.

6. We warrant and represent that we own or control a one hundred percent (100%) interest in the Licensed Work, that the Licensed Work is original and will not infringe upon the rights of any third party, and that we have the right to enter into this license and grant you all rights as provided herein. We shall indemnify and hold you,

and your officers, directors, employees, successors, assigns and licensees (collectively, the "Indemnified Parties") harmless from and against any and all claims, losses, costs, expenses and damages payable by the Indemnified Parties including, but not limited to, reasonable attorneys' fees, resulting from any claim inconsistent with the foregoing warranties and representations (an "Adverse Claim"). Our indemnification obligation is conditioned upon the Indemnified Parties (a) providing us with prompt written notice of any Adverse Claim; (b) full cooperation with the defense of any Adverse Claim; and (c) consent to be represented by counsel of our choice in the defense of any Adverse Claim, at our sole cost and expense. In the event that we do not provide counsel to represent the Indemnified Parties in connection with any Adverse Claim within twenty (20) days following our receipt of written notice from the Indemnified Parties that any Adverse Claim has been asserted, the Indemnified Parties shall have the right to obtain such counsel at our expense. In all events, our liability to the Indemnified Parties resulting from our indemnification obligation under this license shall not for any reason exceed the amount of money paid by you to us under this license.

7. We shall have the right, at our sole cost and expense, to examine and excerpt information from your media buying schedules (but not information relating to the cost of media purchases), by a representative of our choice, for the purpose of verifying the extent of the uses of the Licensed Work pursuant to the terms of this license including, but not limited to, the accuracy of any information you provide to us, at your premises, on reasonable advance notice, at a mutually agreeable time, and during reasonable business hours. This right shall expire one (1) year after the expiration of the Licensed Term.

8. Your rights in the Licensed Work are strictly limited to those rights expressly granted herein.

9. You warrant, represent and covenant that you have the full right, power and authority to enter into this license and to perform all of your obligations hereunder, and that you will fully indemnify and hold us, our successors, assigns and licensees, and all parties in interest through us or them, harmless against any loss incurred or payment made including, but not limited to, reasonable attorney's fees, by reason of any breach or alleged breach by you of any of the warranties, representations, terms, covenants or conditions herein contained.

10. This license shall be deemed to have been made in the State of New York and shall be construed under the laws of the State of New York applicable to agreements made and wholly performed therein. Any legal action or proceeding arising from or relating to this license must be brought in the federal or state courts located in New York County, New York (the "New York Courts") and not in any other court or jurisdiction. You irrevocably waive any objection that you may now or hereafter have to the venue of any such action or proceeding in the New York Courts or that such action or proceeding was brought in an inconvenient court and covenant not to plead or claim the same. Service of process in any such action or proceeding

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may be made in the manner specified in this license for notices hereunder, or in any other manner permitted by law.

11. All notices hereunder shall be in writing and shall be given by personal delivery, by courier (such as Federal Express) or by registered or certified mail (return receipt requested). The address of each party to which notices shall be delivered or sent is set forth below. Any party may change its address by written notice to the other party.

To us:

Sony/ATV Music Publishing LLC
8 Music Square West
Nashville, Tennessee 37203
Attn: Director, Publishing Administration

and

Sony/ATV Music Publishing LLC
550 Madison Avenue
New York, New York 10022
Attn: Senior Vice President, Business Affairs and Administration

and

Sony/ATV Music Publishing LLC
2120 Colorado Avenue, 3rd Floor
Santa Monica, California 90404
Attn: Vice President, Film & TV Licensing
("Our Santa Monica Office")

To you:

Redacted

12. You understand and acknowledge that this license, and all of your rights hereunder, are subject to each and every one of the following conditions:

(a) Each medium which you authorize to publicly perform the Licensed Work, as reproduced in the Commercial, must hold a valid performing rights license issued either by us or by our performing

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rights society. In the event that any station does not hold such a performing rights license, we shall negotiate with you in good faith the terms and conditions of a direct performing rights license for the purpose of permitting the performance of the Licensed Work by such station on customary terms. Any direct performing rights license for such use must be duly executed prior to the performance of the Licensed Work by the applicable medium and shall provide for payment of a per performance fee, with the requirement that the number of performances shall be contained in verifiable data provided to us.

(b) You shall, (i) upon our request from time to time, promptly deliver to Our Santa Monica Office a list identifying each broadcast of the Commercial; and (ii) cooperate fully with our performing rights society in promptly providing all information required by our performing rights society to reproduce the broadcasts of the Commercial.

(c) Two (2) videocassette or digital copies of the Commercial must be delivered to Our Santa Monica Office promptly following the initial broadcast thereof.

(d) One-hundred percent (100%) of all public performance royalties payable and becoming payable in respect of music contained in the Commercial shall be paid to us.

(e) As between you and us, only we shall file "clearance" or "registration" forms for the Commercial with our performing rights society.

13. As used herein, "Edits" shall mean versions of the Commercial which (i) consist primarily of visual images and sounds contained in the Commercial, but are shorter in duration; or (ii) add to the visual images and sounds contained in the Commercial only such "tags" (whether visual or audio) that refer to prices, lease or financing terms, dealers, product availability or geographic areas, or "legal changes" due to network, legal or regulatory requirements.

14. You acknowledge and understand that no rights are granted to you hereunder to any sound recording of the Licensed Work or to any name and likeness of Elvis Presley ("Name and Likeness Rights"). You shall indemnify and hold us harmless against any and all damages payable by us including, but not limited to, costs and reasonable attorneys' fees, as a result of your failure to obtain a license or licenses from any third party or parties controlling rights in any sound recording of the Licensed Work or Name and Likeness Rights reproduced in Commercial.

15. No licensor granting you the rights to reproduce any sound recording of the Licensed Work or Name and Likeness Rights in the Commercial shall receive terms more favorable than those contained in this license. If any such licensor does receive more favorable terms, we shall be entitled to such more favorable terms retroactive to the date hereof.

16. Subject to the condition that you shall have theretofore fully performed all of your obligations hereunder, you shall have the option to extend the Licensed Term for a period of one (1) year that will commence, immediately upon the expiration of the Initial Term. You may exercise this option at any time during the Initial Term, but not thereafter, by sending us written notice thereof together with payment of the additional sum of REDACTED

17. Subject to the condition that you shall have theretofore fully performed all of your obligations hereunder, you shall have the option to publicly perform the Licensed Work, as reproduced in the Commercial only, on the Licensed Media, in Canada, for a period of time that will commence, if at all, on the day you exercise this option and make the payment as provided in the next sentence and expire on the last day of the Initial Term. You may exercise this option at any time during the Initial Term, by sending us written notice thereof together with payment of the additional sum of REDACTED

Very truly yours,

SONY/ATV SONGS LLC

By: Ann C. Sweeney (SP)

Tax I.D. #13-3861539

CONSENTED AND AGREED TO:

REDACTED

EXHIBIT CO 0521

Document Category

Licenses

Song Code(s):

US Song Code(s)

Song Title(s): N/A

Composer(s): N/A

License Type (circle one): Mech., Synch, Print, Dual Disc - Other: RINGTONE

Recording Artist: N/A

Product Title: N/A

Licensee: REDACTED

Product Number: N/A

Description: Blanket Ringtone License Agreement w/ Schedule A

May 1, 2006 Agreement

BLANKET RINGTONE LICENSE AGREEMENT

This ringtone license agreement (the "Agreement") is made and entered into as of May 1st, 2006 (the "Effective Date"), by and between SONY/ATV DISCOS MUSIC PUBLISHING LLC and SONY/ATV LATIN MUSIC PUBLISHING LLC, each a limited liability company, 1688 Meridian Ave., Suite 502, Miami Beach, Florida 33139 (collectively hereinafter referred to as "Publisher" or "Sony"), on the one hand,] and

REDACTED (hereinafter, "Company"), on the other.

WHEREAS, Publisher owns, controls and/or administers the rights in and to certain Compositions (as defined below) (the "Sony Catalog"); and

WHEREAS, Company desires to select certain Compositions from the Sony Catalog and incorporate them into Ringtones (as defined below), and Publisher desires to grant Company a license to so use the Compositions, subject to the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

1. GRANT OF RIGHTS/RESTRICTIONS/PROCEDURES

(a) Publisher hereby grants to Company a non-exclusive right and license throughout the Territory to do the following with respect to the Compositions in the Sony Catalog: (i) to adapt and record, at Company's sole expense, up to thirty (30) seconds of each Composition in the Sony Catalog and to create one (1) or more Ringtones embodying each such Composition, provided, however, that no such adaptation shall change the basic melody or fundamental character of any such Composition; (ii) to Sell and otherwise distribute Ringtones solely as permitted hereunder; (iii) to copy, reproduce, store and transmit Ringtones solely to the extent necessary to exploit the Ringtones as specifically set forth herein; (iv) to synchronize the Compositions in timed relation with still, animated, or moving visual images; (v) to grant a perpetual license to each End User who lawfully receives Ringtones from a Service to use and exploit such Ringtones as permitted by the terms and conditions under which an End User is permitted to use the Ringtones concerned; and (vi) to use the titles of the Compositions embodied in Ringtones and the names of the writer(s)/composer(s) of such Compositions solely as factual identifiers when making Ringtones available to End Users on a Service.

(b) Notwithstanding anything to the contrary set forth herein, the rights granted hereunder do not include the right to use the music or the lyrics of any Composition in connection with any advertisement or commercial or in any printed form. In addition, neither the music nor the lyrics of the Compositions shall be used or positioned in a manner that could be construed as an endorsement of, advertising or promotion for any product or service, including, without limitation, any product or service of Company, without Publisher's prior written consent.

(c) All rights not specifically granted herein are reserved by Publisher. For the avoidance of doubt, the rights granted hereunder do not include the right to publicly perform Ringtones by any means or for any purpose, including, without limitation, preview or demonstration purposes. Company is solely responsible for, and shall pay all costs associated with, obtaining such performing rights licenses directly from the applicable performing rights society, including, without limitation, ASCAP, BMI, SESAC or any other applicable third party.

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(d) Attached hereto as Exhibit A is a list of Compositions from the Sony Catalog that Company desires to use in Ringtones as of the Effective Date. If at any time during the Term Company wishes to amend Schedule A to include additional Compositions, Company shall provide Publisher with written notice of its desire to amend Schedule A and include the titles of the additional Compositions. Company shall not use any such Compositions until Company receives written notice from Publisher confirming that such additional Compositions may be used and setting forth the relative ownership and/or income interests of the copyright proprietors of each Composition concerned. All requests by Company to amend Schedule A shall be sent in writing to Todd Ellis, Copyright Manager, Sony/ATV Music Publishing LLC, 8 Music Square West, Nashville, TN 37203.

2. COMPANY OBLIGATIONS

(a) Company agrees to comply with any and all restrictions communicated to Company by Publisher relating to a specific Composition relative to Territory, name and likeness, use restrictions and any other restrictions to which Publisher may be subject.

(b) Publisher may request in writing that Company cease exploiting any Composition hereunder, for any reason or no reason at all. For the avoidance of doubt, it is understood that all third party licensees shall be treated equally with respect to the foregoing provision. Company shall terminate its use and exploitation of the specified Compositions within ten (10) days after receiving notice of such request from Publisher.

(c) At all times during the Term, the Ringtones shall be stored, hosted, secured, served and delivered in accordance with Company's security practices, which shall at a minimum provide a reasonable level of security for all Ringtones hereunder. If during the Term more advanced security technology becomes readily available in the marketplace and is generally adopted as an acceptable standard, Company shall store, host, secure, serve and deliver the Ringtones pursuant to such more advanced technology. If a breach of security occurs, or if Publisher reasonably believes that a breach in security will occur in connection with the servers or network components used for the Ringtones, such that unauthorized access to the Ringtones is or may become available, then Company will immediately, but in no event later than within twenty-four (24) hours after notice from Publisher, prevent access to the Ringtones, and Company's license rights hereunder will be suspended until such time as the security breach is cured to Publisher's satisfaction. Company shall immediately report to and notify Sony in writing of all server breaches and all forms of "hacking" that expose the Ringtones to unauthorized access.

(d) Company shall, at Publisher's request, enable five (5) designees of Publisher to freely and without charge or expense to Publisher receive Ringtones as an End User of the Service for the purpose of evaluating the quality of the Ringtones concerned and ensuring Company's adherence to the terms and conditions of this Agreement. Publisher shall provide the names of its designee(s) to Company in writing promptly after Publisher makes such request.

3. TERM

The Term of this Agreement shall commence on the Effective Date and end on the date that is twelve (12) months thereafter, unless earlier terminated by either party hereto as hereinafter set forth.

4. **ADVANCE**

In consideration of the license granted to Company herein, Company shall pay to Publisher, as an advance against the fees payable to Publisher pursuant to paragraph 5 below, the non-returnable sum of REDACTED. The Advance shall be payable as follows:

(a) REDACTED payable upon execution of this agreement.

(b) REDACTED payable on July 1st, 2006.

(c) REDACTED payable on September 1st, 2006.

5. **RINGTONE LICENSE FEES**

As full and sufficient consideration of the rights granted herein, Company shall pay Publisher the following:

(a) Ringtone License Fees.

(i) For each Sale of a Ringtone embodying a Composition hereunder, a license fee equal to the greater of: (i) REDACTED of Company Revenue from such Sale; or (ii) REDACTED (the "Standard License Fee"), provided that with respect to any Ringtone containing any Composition that is not wholly owned and/or controlled by Publisher in and throughout the Territory, the payment specified in this section 5(a)(i) shall be pro-rated in proportion to Publisher's ownership or administrative share of such musical composition as set forth on Schedule A attached hereto. For the avoidance of doubt, if more than one Ringtone is created using the same Composition, Company shall pay an Standard License Fee in respect of each such Ringtone; and

(ii) Notwithstanding anything to the contrary in section 5(a)(i) above, for each Sale of a Ringtone delivered within the country of Brazil, Company shall pay Publisher the greater of: (i) the applicable Ringtone License Fee set forth in section 5(a)(i) above; or (ii) the equivalent in U.S. currency (at the then current rate of exchange) of REDACTED (the "Brazil License Fee"; together with the Standard License Fee, the "Ringtone License Fee"). For the avoidance of doubt, if more than one Ringtone is created using the same Composition, Company shall pay a Brazil License Fee in respect of each such Ringtone.

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(b) Fixation Fees.

(i) In respect of each Composition set forth on Schedule A attached hereto, a non-refundable, non-recoupable fixation and administration fee in the amount of REDACTED (the "Standard Fixation Fee") in respect of the initial fixation of each such Composition, payable ninety (90) days immediately following the addition of the Compositions concerned. In the event Schedule A is amended to include additional Compositions, the Standard Fixation Fee in respect of each such additional Composition shall be payable within ninety (90) days immediately following the addition of the Compositions concerned. For the avoidance of doubt, if more than one Ringtone is created using the same Composition, Company shall pay an Standard Fixation Fee in respect of each such Ringtone.

(ii) In respect of each Composition set forth on Schedule A attached hereto, a non-refundable, non-recoupable fixation and administration fee equal to the equivalent in U.S. currency (at the then current rate of exchange) of REDACTED (the "Brazil Fixation Fee"; together with the Brazil Fixation Fee, the "Fixation Fee") in respect of the initial fixation of each such Composition, payable ninety (90) days immediately following the addition of the Compositions concerned. In the event Schedule A is amended to include additional Compositions, the Brazil Fixation Fee in respect of each such additional Composition shall be payable within ninety (90) days following the addition of the Compositions concerned. For the avoidance of doubt, if more than one Ringtone is created using the same Composition, Company shall pay a Brazil Fixation Fee in respect of each such Ringtone.

(c) If at any time during the Term hereof Company pays any license fee, royalty, advance, and/or other monies, or offers any other financial terms or economic benefits (collectively, the "Remuneration"), for the same or equivalent rights as granted herein to any other publisher, administrator, licensor or owner of musical compositions, or to any agent of the same (including any music industry rights society) that is greater or more beneficial than the terms set forth herein, such more favorable Remuneration shall automatically be included herein and Company shall pay and/or provide such more favorable Remuneration to Publisher retroactively to the date on which such more favorable Remuneration is granted to such other publisher, administrator or owner.

6. PAYMENTS AND ACCOUNTINGS

(a) Company shall compute and pay an amount equal to the applicable Ringtone License Fees, Fixation Fees and any other payments accrued hereunder no less than forty-five (45) days after the end of each calendar quarter of the Term, in respect of each such calendar quarterly period. In connection with each calendar quarterly accounting period, Company shall also send an accounting statement (the "Ringtone License and Fixation Fee Report") covering the calculation and determination of the Ringtone License Fees and the Fixation Fees, including the following: (i) the title of the Composition embodied in each Ringtone Sold or otherwise distributed; (ii) the writer(s)/composer(s) of the Composition concerned; (iii) the distribution type (e.g., ringtone, ringback, mobile karaoke, etc.); (iv) the ISRC number of the distribution type

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concerned; (v) the number of Sales, transmissions, downloads, streams, performances or other deliveries of each Composition concerned made by Company; (vi) the retail price charged by Company in connection with the Ringtone concerned; (vii) the Net Monetary Revenue received by Company in connection with the Ringtone concerned; (viii) the period during which the Sale, transmission, download, stream, performance or other delivery of the Ringtone concerned occurred; (ix) the Ringtone License Fee and the Fixation Fee payable in respect of each Composition, and a clear demonstration of the calculations used to determine each Ringtone License Fee and Fixation Fee; (x) all other information reasonably necessary to support all calculations of the amounts paid and which may be due; and (xi) the amount of all such fees and payments which are due for the quarterly period concerned. The information set forth in the preceding sentence shall be separately reflected for Company for each region of the Territory.

(b) All payments to Publisher shall be computed in the relevant local currency and remitted in United States dollars. Each conversion from another currency for the purpose of computing such payments shall be calculated at the rate of exchange, as published by *The Wall Street Journal*, for major territory currencies, in effect on the date the statement concerned is rendered.

(c) Company shall pay interest at the rate of one percent (1.0%) per month, or the maximum rate permitted by law, whichever is less, from the date past due, on any Ringtone License Fees or Fixation Fees not paid within forty-five (45) days following the quarterly accounting period as provided herein, without prejudice to any other rights Sony may have in connection with such delinquency.

(d) Company shall maintain accurate and complete records and accounting books with regard to the licensing and exploitation of the Compositions embodied in the Ringtones, including, without limitation, all information needed to compute and verify the amounts payable to Publisher hereunder. During the Term, but not later than the date that is five (5) years following the termination or expiration of the Term, upon reasonable advance written notice, and at Sony's sole cost and expense (subject to the last sentence of this subparagraph 6(e)), Publisher will have the right to examine, or appoint a third party auditor to examine, those books and records at any time during Company's normal business hours at the place where such books and records are normally maintained; provided, however, that Sony shall be permitted to make such examination only one (1) time during any five (5) year period in connection with a particular Ringtone License Fee Report or Fixation Fee Report, as the case may be. Company will reasonably cooperate with Publisher's representatives to insure compliance with the foregoing. In the event an examination of Company's books and records reveals a deficiency in payments paid to Publisher of five percent (5%) or more of the total amount accounted to Publisher during the period of the audit, Company shall pay all reasonable out-of-pocket expenses related to the performance of such examination, including, without limitation, travel expenses, hotel expenses and per diems, together with the underpayment and interest as provided herein.

(e) For a period of five (5) years following the last day of the Term, Company shall retain all transaction data reasonably necessary for Publisher and Company to determine and verify all amounts due or payable hereunder and for accounting purposes.

6A. TAXES

Company shall have the sole responsibility for collection and remittance to the appropriate taxing authorities taxes that may be imposed on sales of Ringtones by Company to

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End Users. Taxes include sales, use, excise, gross receipts or other similar taxes. Each party hereto shall be responsible for taxes based on its own net income.

7. EXPERIMENTAL AGREEMENT

This Agreement is being entered into on an experimental and non-prejudicial basis, shall apply for the Term hereof only, and shall not be binding upon or prejudicial to any position taken by Publisher or Company for any period subsequent to the Term of this Agreement, including but not limited to the negotiation of the renewal or extension of this Agreement.

8. OWNERSHIP AND ARRANGEMENT OF COPIES

(a) Any arrangement(s) or adaptations of a Composition which Company shall cause to be made in the creation of a Ringtone shall be made at Company's sole expense and shall be created only as the result of employment-for-hire, and such arrangement or adaptation shall be a "Work Made For Hire" for Company as such term is used in the United States copyright law. Promptly after the rights granted to Company hereunder expire or terminate, Company shall be deemed to have assigned to Publisher the copyright throughout the universe to each arrangement or adaptation of such Ringtones and all renewals and extensions of copyright therein, and Company shall execute all documents reasonably necessary to evidence the assignment thereof. The arranger shall not be entitled to authorship credit or status as a collaborator or any remuneration by way of royalty or otherwise from the authors of such Composition or from Publisher or from any agent of Publisher.

(b) Notwithstanding the foregoing, Publisher hereby agrees never to use itself or license the use of the arrangements acquired pursuant to subparagraph 8(a) above to any third party, whether inside or outside the Territory or during or after the Term.

9. WARRANTIES, REPRESENTATIONS AND INDEMNITIES

(a) Publisher represents, warrants and agrees (solely with respect to its respective fractional interest in the Compositions as set forth on Schedule A attached hereto) that (i) it has the full right, power and authority to enter into this Agreement and to grant to Company all the rights hereunder on the terms and conditions set forth herein and it will not take any action which conflicts or is inconsistent with such ability, right and authority; and (ii) the use of the Compositions as contemplated hereunder shall not violate any intellectual property right of any third party and there are no actions, suits, proceedings, agreements or other impediments, actual or threatened, which would prevent or impair Publisher from performing its duties and obligations hereunder.

(b) Company warrants, represents and agrees that (i) Company has the right and power to enter into and fully perform this Agreement and Company is and shall continuously be a corporation in good standing in the jurisdiction of its incorporation; (ii) Company's principal place of business is located within the United States of America; (iii) Company shall track and maintain records of the countries in which each Ringtone is downloaded, transmitted, delivered or otherwise distributed; (iv) upon written instruction from Publisher, Company shall not license or distribute any Ringtone or Composition to any third party that is engaged in piracy, illegal activities or other unauthorized uses of the Composition, or that has otherwise been designated by

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the RIAA, IFPI or other such body as an illegal producer or distributor; (v) Company has or will promptly obtain from the applicable public performance licensing society or organization a license to publicly perform the Ringtones throughout the Territory; (vi) Company will not, and shall not authorize any person or entity to change the basic melody or fundamental character of any Composition; (vii) Company will not cause, through its actions and/or omissions, any and all so-called "viruses," "worms" and/or "destructive codes" (as those terms are commonly understood in the United States computer industry) to be embodied in any Ringtones; (viii) Ringtones shall be made available by Company exclusively to authorized End Users; (ix) Ringtones will not be offered in a manner that could be construed by a reasonable person as an endorsement or sponsorship of any product, service, person or entity, as a so-called "commercial tie-up" or "commercial tie-in" or any similar use, directly or indirectly, in whole or in part; and (x) Company will not synchronize any Ringtone hereunder with any visual image which contains material that Sony deems patently offensive or which, in the reasonable judgment of its attorneys, might subject Sony to unfavorable regulatory action, violate any law, infringe the rights of any person or entity, or subject Sony to liability for any reason.

You warrant and represent that you shall cause all Approved Sublicensees and other persons or entities providing services in connection with the Ringtones embodying Compositions hereunder to abide by the terms and conditions of this Agreement, and any breaches by such persons or entities shall be deemed breaches by Company, including, without limitation, for purposes of indemnification under section 10(d)(1).

(c) (1) Publisher shall indemnify and hold harmless Company from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorney's fees and costs) arising out of or incurred as a direct result of any breach by Publisher of any warranty, representation, agreement or undertaking made by Publisher in this Agreement (individually and collectively, "Publisher Claims");

(2) In the event of any Publisher Claim: (i) Company shall notify Publisher of the Publisher Claim concerned promptly following the date that Company becomes aware of it; (ii) Publisher shall defend against the Publisher Claim concerned (at Publisher's own expense) through legal counsel selected by Publisher; and (iii) each party shall reasonably cooperate with the other in the defense of the Publisher Claim concerned. Publisher may not settle a Publisher Claim without Company's prior written consent, which consent shall not be unreasonably withheld or delayed. Publisher shall be solely responsible for the amount of any settlement or judgment for such Publisher Claim and all legal expenses and counsel fees incurred by Publisher in connection therewith. Company shall have the right at all times to actively participate in the defense of any Publisher Claim and to employ legal counsel selected by Company at Company's own expense, it being understood that Publisher shall have the right at all times, in Publisher's sole discretion, to maintain control of the conduct of the defense.

(d) (1) Company shall indemnify and hold harmless Publisher and Publisher's affiliates from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorney's fees and costs) arising out of or incurred as a direct result of (i) any breach by Company of any warranty, representation, agreement or understanding made by Company in this Agreement; and (ii) any claims that result from any use of the Compositions by Company that are not expressly authorized by this Agreement; and (iii) any claims brought by any foreign collection society in the Territory, including, without limitation, any society empowered to collect mechanical royalties and/or public performance royalties (individually and collectively, "Company Claims").

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(2) In the event of any Company Claim: (i) Publisher shall notify Company of the Company Claim concerned promptly following the date that Publisher becomes aware of it; (ii) Company shall defend against the Company Claim concerned (at Company's own expense) through legal counsel selected by Company; and (iii) each party shall reasonably cooperate with the other in the defense of the Company Claim concerned. Company may not settle a Company Claim without Publisher's prior written consent, which consent shall not be unreasonably withheld or delayed. Company shall be solely responsible for the amount of any settlement or judgment for such Company Claim and all legal expenses and counsel fees incurred by Company in connection therewith. Publisher shall have the right at all times to actively participate in the defense of any Company Claim and to employ legal counsel selected by Publisher at Publisher's own expense, it being understood that Company shall have the right at all times, in Company's sole discretion, to maintain control of the conduct of the defense.

10. TERMINATION

(a) If either party hereto fails to comply with any of the material terms or conditions of this Agreement (the "Defaulting Party"), the other party hereto (the "Non-Defaulting Party") may (without prejudice to any other rights the Non-Defaulting Party may have) terminate this Agreement by giving the Defaulting Party thirty (30) days' prior written notice to cure its breach or default. If the Defaulting Party does not cure its breach or default within such thirty (30) day period, the Non-Defaulting Party may forthwith terminate this Agreement upon written notice to the Defaulting Party. Any notice of termination shall be effective as of the date of such notice, but in no event sooner than three (3) business days after the Defaulting Party's receipt of such notice. Notwithstanding anything to the contrary, this Agreement will terminate automatically, without notice (if permitted under applicable law), if any of the following occurs:

(i) Company is dissolved or its assets are liquidated, or if Company becomes insolvent; or

(ii) A bankruptcy proceeding for a reorganization or for other relief from the claims of creditors, or any similar proceeding takes place with respect to Company or its assets.

(iii) Company ceases doing business in the ordinary course and/or there is a substantial diminution in the ability of Company to effectively carry on its business in general or any aspect thereof or the business of a Service in particular.

(iv) Company breaches any of Company's material representations, warranties, covenants or obligations hereunder, or Company fails to fulfill its material obligations hereunder; provided, however, that such breach is not cured within twenty (20) days from Company's receipt of Sony's notice of such breach.

(v) Company fails to timely make payments required hereunder or render any information or documents required to be furnished or otherwise made available to Publisher as and when required hereunder; provided, however, that with respect to any such breach Company shall have a period of five (5) days from its receipt of Publisher's notice of such breach in which to cure said breach.

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(vi) Company uses a Composition in a Ringtone without first notifying Publisher in writing of the title of the Composition concerned and receiving approval for the use of such Compositions from Publisher.

(b) The expiration or termination of this Agreement shall not relieve either party hereto of responsibility for obligations incurred prior to termination.

(c) Upon the expiration or termination of this Agreement, all rights of Company, in and to the Compositions shall terminate except as otherwise provided herein, Company shall remove, return or destroy all Ringtones embodying the Compositions hereunder, and Company shall pay all monies then due or to become due to Sony pursuant to paragraph 5 hereof.

(d) Anything to the contrary herein notwithstanding, the rights of End Users in respect of Ringtones lawfully obtained under section 1(a) (v) hereof shall survive any expiration or termination of this Agreement.

(e) The terms, provisions, representations, and warranties contained in this Agreement which are intended to survive the expiration or termination of this Agreement will so survive and continue in full force and effect until they are satisfied in full or by their nature expire.

11. DEFINITIONS

(a) Intentionally Omitted Without Implication.

(b) "Approved Sublicensee(s)" shall mean those entities approved by Publisher as set forth on Schedule B attached hereto. Additional third parties may be added to Schedule B, subject to Sony's prior written approval. If no Schedule B is attached hereto, Company shall be deemed to have no Approved Sublicensees and Company shall have no right to grant the rights granted herein to any third party. For the avoidance of doubt, Approved Sublicensees shall not have the right to license the rights granted to them by you hereunder.

(c) "Compositions" means those musical works, solely to the extent that they are owned and/or controlled by Publisher in and throughout the Territory, which Publisher has approved for use by Company in the creation of Ringtone(s) as set forth on Schedule A, attached to and made a part hereof, as such Schedule A may be amended in writing from time to time as hereinafter provided.

(d) "End User" means any person within the Territory who receives a Ringtone or to whom a Ringtone is distributed and/or transmitted for the purpose of being written or otherwise stored in the memory of such End User's selected Wireless Device.

(e) "Company Revenue" means (a) the Net Monetary Revenue received by, or due and owing to, Company and each Approved Sublicensee from the Sale by Company and each Approved Sublicensee, as applicable, of a Ringtone via a Service, calculated by using the Sale price of the Ringtone concerned charged by Company and each Approved Sublicensee, as applicable, to an End User; and (b) the reasonable value of goods, services or credits received by Company and each Approved Sublicensee from any source in lieu of cash payments for the exploitation of Ringtones licensed hereunder. For the avoidance of doubt, if Company sublicenses any Ringtone to an Approved Sublicensee, it is the Sale price of the Ringtone to the

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End User charged by the Approved Sublicensee concerned, and not any lesser sublicensing fee paid by the Approved Sublicensee to Company, that shall be used as a basis to determine Company Revenue. "Net Monetary Revenue" means gross revenue, excluding value added, use, sales or other similar taxes to be collected for payment to the applicable taxing authority(ies), but excluding, for the avoidance of doubt, rebates, in connection with such Sale.

(f) "Ringtone" means an audible electronic code, whether or not such code embodies a sound recording, embodying a performance of a pre-determined synthesized melodic fragment of a Composition, whether monophonic, polyphonic, midi, WAV, SMAF, AMR, MP3 or other formats created for the purpose of causing a Wireless Device to play such fragment for use as an identifier or as an element of an identifier of an activity on such Wireless Device, such as the receipt of an incoming signal.

(i) "Animated Ringtone" shall mean a Ringtone that is synchronized in timed relation with an animated, still or moving visual image.

(ii) "Master Ringtone" shall mean a Ringtone consisting of a compressed audio file of an excerpt of a master recording of a Composition.

(iii) "Monophonic Ringtone" shall mean a Ringtone in the MIDI format consisting of a single melodic voice.

(iv) "Polyphonic Ringtone" shall mean a Ringtone in the MIDI format consisting of multiple melodic voices.

(g) "Sale", "Sell" or "Sold" means any action whereby an End User in the Territory obtains from Company or an Approved Sublicensee a complete or useable copy of a Ringtone that is capable of being written or otherwise stored in the memory of a Wireless Device. For the avoidance of doubt, a Sale shall include any action described in the preceding sentence which occurs during a promotion, contest, give-away or any other distribution of a Ringtone for no consideration or consideration other than the then-current full retail price. For the avoidance of doubt, Ringtones shall not be installed on or delivered to Wireless Devices prior to the purchase of such Wireless Devices by End Users (i.e., they shall not be embedded into Wireless Devices prior to the purchase of such Wireless Devices by End Users).

(h) "Service" means the provision of a Ringtone via a range of service channels, including, but not limited to, the Internet, cable, satellite, web, wireless application protocol (a/k/a WAP), wireless local area network (a/k/a WLAN), Bluetooth technology (infrared or other similar radio wave technology), wired connection from a local computer, short or smart messaging service (a/k/a SMS), subsequent corresponding technologies or any other form of distribution or transmission of Ringtones.

(i) "Term" means the period specified in Article 3 herein.

(j) "Territory" means _____.

(k) "Wireless Device" shall mean an electronic device typically designed to be used for, among other purposes, mobile voice and/or data communications, and includes, without limitation, wireless communication terminals, handsets, mobile phones, pagers, personal digital assistants and accessories which are capable of receiving a Ringtone.

DR

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12. ASSIGNMENT

Publisher may assign its rights under this Agreement in whole or in part to any subsidiary, affiliated or controlling corporation or company, to any Person owning or acquiring a substantial portion of the stock or assets of Publisher, or to any partnership or other venture in which Publisher participates, and such rights may be similarly assigned by any assignee. No such assignment shall relieve Publisher of any of Publisher's obligations hereunder. Company may assign its rights hereunder to any affiliate or any other person in connection with the sale or transfer of substantially all of its assets, provided, however, that Company shall not assign this agreement to a competitor of Publisher or to an entity engaged in the business of manufacturing, distributing and/or selling (i) blank or digital recording media for the purpose of facilitating the resale thereof, or (ii) products designed to circumvent copy protection mechanisms.

13. FORCE MAJEURE

If because of: an act of God; inevitable accident; fire; lockout, strike or other labor dispute; riot or civil commotion; act of public enemy; enactment, rule, order or act of any government or governmental instrumentality (whether federal, state, local or foreign); failure of technical facilities; failure or delay of transportation facilities; any or other cause of a similar or different nature not reasonably within Sony's or Company's control (a "Force Majeure Event"); Sony or Company, as the case may be, is materially hampered in the performance of its obligations hereunder, then, without limiting either party's rights, Sony or Company, as the case may be, shall have the option by giving a notice ("Suspension Notice") to the other party hereto suspending the Term for the duration of any such contingency solely in the region of the Territory affected by such Force Majeure Event. In the event the Force Majeure Event exceeds thirty (30) days, this Agreement may be terminated by written notice from either party hereto.

14. NOTICES

Except as specifically provided herein, all notices under this Agreement shall be in writing and shall be given by courier or other personal delivery or by registered or certified mail at the appropriate address below or at a substitute address designated by notice by the party concerned.

TO COMPANY: The address shown above.

TO PUBLISHER: 550 Madison Avenue
New York, New York 10022-3211
Attention: Senior Vice President, Business Affairs
and Administration

and

Sony Corporation of America
Law Department
550 Madison Avenue
New York, New York 10022-3211
Attention: Senior Vice President and General Counsel

Notices shall be deemed given when mailed or, if personally delivered, when so delivered, except that a notice of change of address shall be effective only from the date of its receipt.

DVL

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15. LIMITATION OF LIABILITY

EXCEPT FOR CLAIMS UNDER ARTICLE 9 ABOVE, NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR FOR INTERRUPTED COMMUNICATIONS, LOST DATA, LOST PROFITS, LOST REVENUE OR LOST OPPORTUNITIES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF THAT PARTY HAS BEEN ADVISED OF (OR KNOWS OR SHOULD KNOW OF) THE POSSIBILITY OF SUCH DAMAGES.

16. MISCELLANEOUS

(a) This agreement contains the entire understanding of the parties relating to its subject matter. No change of this agreement will be binding upon either party unless it is made by an instrument signed by Company and by an officer of Publisher. A waiver by either party of any provision of this agreement in any instance shall not be deemed to waive it for the future. All remedies, rights, undertakings, obligations and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy right, undertaking, obligation or agreement of either party.

(b) No designation, approval, or consent provided for in this Agreement will be deemed given unless set forth in writing and signed by an authorized officer or representative of the party concerned.

(c) If any part of this Agreement, or the application thereof to any party, shall be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect the remainder of this Agreement, which shall continue in full force and effect, or the application of this Agreement to the remaining parties hereto.

(d) This agreement has been entered into in the State of New York, and the validity, interpretation and legal effect of this agreement 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), only, will have jurisdiction of any controversies regarding this agreement; any action or other proceeding which involves such a controversy will be brought in those courts, in New York County, and not elsewhere.

(e) The relationship of the parties is that of independent contractors and nothing in this Agreement shall render either party an agent of the other.

(f) The headings, subheadings, and other captions in this Agreement are for convenience and reference only and will not be used in interpreting, construing, or enforcing any of the terms of this Agreement. Each party acknowledges that it has had the opportunity to review this Agreement with legal counsel of its choice, and there will be no presumption that ambiguities will be construed or interpreted against the drafter, and no presumptions made or inferences drawn because of the inclusion of a term not contained in a prior draft or the deletion of a term contained in a prior draft. The words "hereof," "herein," "hereunder" and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement.

DSC

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(g) This Agreement will not become effective until executed and delivered by Publisher and Company.

SONY/ATV MUSIC PUBLISHING LLC

By: [signature]

Name: Eddie Fernandez

Title: V.P.

Date: 06/05/04

REDACTED

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EXHIBIT CO 0522

Document Category

Licenses

Song Code(s):

US Song Code(s)

Song Title(s): N/A

Composer(s): N/A

License Type (circle one): Mech., Synch, Print, Dual Disc - Other: RINGTONE

Recording Artist: N/A

Product Title: N/A

Licensee: REDACTED

Product Number: N/A

Description: Blanket Ringtone License Agreement w/ Schedule A

April 1, 2006 Agreement

BLANKET RINGTONE LICENSE AGREEMENT

This ringtone license agreement (the "Agreement") is made and entered into as of **April 1st, 2006** (the "Effective Date"), by and between SONY/ATV MUSIC PUBLISHING LLC, a limited liability company, 1688 Meridian Ave., Suite 502, Miami Beach, Florida 33139 (collectively hereinafter referred to as "Publisher" or "Sony"), on the one hand, and

REDACTED (hereinafter, "Company"), on the other.

WHEREAS, Publisher owns, controls and/or administers the rights in and to certain Compositions (as defined below) (the "Sony Catalog"); and

WHEREAS, Company desires to select certain Compositions from the Sony Catalog and incorporate them into Ringtones (as defined below), and Publisher desires to grant Company a license to so use the Compositions, subject to the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

1. GRANT OF RIGHTS/RESTRICTIONS/PROCEDURES

(a) Publisher hereby grants to Company a non-exclusive right and license throughout the Territory to do the following with respect to the Compositions in the Sony Catalog: (i) to adapt and record, at Company's sole expense, up to thirty (30) seconds of each Composition in the Sony Catalog and to create one (1) or more Ringtones embodying each such Composition, provided, however, that no such adaptation shall change the basic melody or fundamental character of any such Composition; (ii) to Sell and otherwise distribute Ringtones solely as permitted hereunder; (iii) to copy, reproduce, store and transmit Ringtones solely to the extent necessary to exploit the Ringtones as specifically set forth herein; (iv) to synchronize the Compositions in timed relation with still, animated, or moving visual images; (v) to grant a perpetual license to each End User who lawfully receives Ringtones from a Service to use and exploit such Ringtones as permitted by the terms and conditions under which an End User is permitted to use the Ringtones concerned; and (vi) to use the titles of the Compositions embodied in Ringtones and the names of the writer(s)/composer(s) of such Compositions solely as factual identifiers when making Ringtones available to End Users on a Service.

(b) Notwithstanding anything to the contrary set forth herein, the rights granted hereunder do not include the right to use the music or the lyrics of any Composition in connection with any advertisement or commercial or in any printed form. In addition, neither the music nor the lyrics of the Compositions shall be used or positioned in a manner that could be construed as an endorsement of, advertising or promotion for any product or service, including, without limitation, any product or service of Company, without Publisher's prior written consent.

(c) All rights not specifically granted herein are reserved by Publisher. For the avoidance of doubt, the rights granted hereunder do not include the right to publicly perform Ringtones by any means or for any purpose, including, without limitation, preview or demonstration purposes. Company is solely responsible for, and shall pay all costs associated with, obtaining such performing rights licenses directly from the applicable performing rights society, including, without limitation, ASCAP, BMI, SESAC or any other applicable third party.

(d) Attached hereto as Exhibit A is a list of Compositions from the Sony Catalog that Company desires to use in Ringtones as of the Effective Date. If at any time during the Term Company wishes to amend Schedule A to include additional Compositions, Company shall provide Publisher with written notice of its desire to amend Schedule A and include the titles of the additional Compositions. Company shall not use any such Compositions until Company receives written notice from Publisher confirming that such additional Compositions may be used and setting forth the relative ownership and/or income interests of the copyright proprietors of each Composition concerned. All requests by Company to amend Schedule A shall be sent in writing to Todd Ellis, Copyright Manager, Sony/ATV Music Publishing LLC, 8 Music Square West, Nashville, TN 37203.

2. COMPANY OBLIGATIONS

(a) Company agrees to comply with any and all restrictions communicated to Company by Publisher relating to a specific Composition relative to Territory, name and likeness, use restrictions and any other restrictions to which Publisher may be subject.

(b) Publisher may request in writing that Company cease exploiting any Composition hereunder, for any reason or no reason at all. For the avoidance of doubt, it is understood that all third party licensees shall be treated equally with respect to the foregoing provision. Company shall terminate its use and exploitation of the specified Compositions within ten (10) days after receiving notice of such request from Publisher.

(c) At all times during the Term, the Ringtones shall be stored, hosted, secured, served and delivered in accordance with Company's security practices, which shall at a minimum provide a reasonable level of security for all Ringtones hereunder. If during the Term more advanced security technology becomes readily available in the marketplace and is generally adopted as an acceptable standard, Company shall store, host, secure, serve and deliver the Ringtones pursuant to such more advanced technology. If a breach of security occurs, or if Publisher reasonably believes that a breach in security will occur in connection with the servers or network components used for the Ringtones, such that unauthorized access to the Ringtones is or may become available, then Company will immediately, but in no event later than within twenty-four (24) hours after notice from Publisher, prevent access to the Ringtones, and Company's license rights hereunder will be suspended until such time as the security breach is cured to Publisher's satisfaction. Company shall immediately report to and notify Sony in writing of all server breaches and all forms of "hacking" that expose the Ringtones to unauthorized access.

(d) Company shall, at Publisher's request, enable five (5) designees of Publisher to freely and without charge or expense to Publisher receive Ringtones as an End User of the Service for the purpose of evaluating the quality of the Ringtones concerned and ensuring Company's adherence to the terms and conditions of this Agreement. Publisher shall provide the names of its designee(s) to Company in writing promptly after Publisher makes such request.

3. TERM

The Term of this Agreement shall commence on the Effective Date and end on the date that is twelve (12) months thereafter, unless earlier terminated by either party hereto as hereinafter set forth.

4. ADVANCE

In consideration of the license granted to Company herein, Company shall pay to Publisher, as an advance against the fees payable to Publisher pursuant to paragraph 5 below, the non-returnable sum of REDACTED) upon Company's execution of this Agreement.

5. RINGTONE LICENSE FEES

As full and sufficient consideration of the rights granted herein, Company shall pay Publisher the following:

(a) Standard License Fees.

(i) For each Sale of a Ringtone, a license fee equal to the greater of: (REDACTED of Company Revenue from such Sale; or (ii) REDACTED , (the "Standard License Fee"), provided that with respect to any Ringtone containing any Composition that is not wholly owned and/or controlled by Publisher in and throughout the Territory, the payment specified in this section 5(a)(i) shall be pro-rated in proportion to Publisher's ownership or administrative share of such musical composition as set forth on Schedule A attached hereto. For the avoidance of doubt, if more than one Ringtone is created using the same Composition, Company shall pay a Standard License Fee in respect of each such Ringtone.

(ii) Notwithstanding anything to the contrary in section 5(a)(i) above, for each Sale of a Ringtone delivered, transmitted or otherwise exploited within the country of Brazil, the Standard License Fee payable to Publisher shall be the greater of: (i) the applicable Standard License Fee set forth in section 5(a)(i) above; or (ii) the equivalent in U.S. currency (at the then current rate of exchange) of REDACTED REDACTED For the avoidance of doubt, if more than one Ringtone is created using the same Composition, Company shall pay a Standard License Fee in respect of each such Ringtone.

(iii) Except with respect to the Sale of any Ringtones in Brazil, the Standard License Fee for each Sale of a Ringtone in excess of 500,000 units Sold in the Territory (excluding Brazil) shall be reduced to the greater of: (i) REDACTED of Company Revenue from such Sale; or (ii) REDACTED

(iv) Except with respect to the Sale of any Ringtones in Brazil, the Standard License Fee for each Sale of a Ringtone in excess of 1,000,000 units Sold in the Territory (excluding Brazil) shall be reduced to the greater of: REDACTED of Company Revenue from such Sale; or REDACTED

(b) Fixation Fees.

(i) In respect of each Composition set forth on Schedule A attached hereto, a non-refundable, non-recoupable fixation and administration fee in the amount of REDACTED (the "Standard Fixation Fee") in respect of the initial fixation of each such Composition, payable promptly after Company's execution hereof, provided that Company fixes a minimum of REDACTED controlled (or fraction equivalent thereof) Compositions during the Term hereof. In the event Schedule A is amended to include additional Compositions, the Standard Fixation Fee in respect of each such additional Composition shall be payable in connection with the accounting statement rendered to Publisher pursuant to paragraph 6 hereof immediately following the addition of the Compositions concerned. For the avoidance of doubt, if more than one Ringtone is created using the same Composition, Company shall pay an Standard Fixation Fee in respect of each such Ringtone.

(ii) In respect of each Composition set forth on Schedule A attached hereto exploited in Brazil, the Standard Fixation Fee payable to Publisher shall be equal to the equivalent in U.S. currency (at the then current rate of exchange) of REDACTED in respect of the initial fixation of each such Composition, payable promptly after Company's execution hereof. In the event Schedule A is amended to include additional Compositions, the Standard Fixation Fee in respect of each such additional Composition shall be payable in connection with the accounting statement rendered to Publisher pursuant to paragraph 6 hereof immediately following the addition of the Compositions concerned. For the avoidance of doubt, if more than one Ringtone is created using the same Composition, Company shall pay a Standard Fixation Fee in respect of each such Ringtone.

(c) If at any time during the Term hereof Company pays any license fee, royalty, advance, and/or other monies, or offers any other financial terms or economic benefits (collectively, the "Remuneration"), for the same or equivalent rights as granted herein to any other publisher, administrator, licensor or owner of musical compositions, or to any agent of the same (including any music industry rights society) that is greater or more beneficial than the terms set forth herein, such more favorable Remuneration shall automatically be included herein and Company shall pay and/or provide such more favorable Remuneration to Publisher retroactively to the date on which such more favorable Remuneration is granted to such other publisher, administrator or owner.

6. PAYMENTS AND ACCOUNTINGS

(a) Company shall compute and pay an amount equal to the applicable Standard License Fees, Standard Fixation Fees and any other payments accrued hereunder no less than forty-five (45) days after the end of each calendar quarter of the Term, in respect of each such calendar quarterly period. In connection with each calendar quarterly accounting period, Company shall also send an accounting statement (the "Standard License and Fixation Fee Report") covering the calculation and determination of the Standard License Fees and the

Fixation Fees, including the following: (i) the title of the Composition embodied in each Ringtone Sold or otherwise distributed; (ii) the writer(s)/composer(s) of the Composition concerned; (iii) the distribution type (e.g., ringtone, ringback, mobile karaoke, etc.); (iv) the ISRC number of the distribution type concerned; (v) the number of Sales, transmissions, downloads, streams, performances or other deliveries of each Composition concerned made by Company; (vi) the retail price charged by Company in connection with the Ringtone concerned; (vii) the Net Monetary Revenue received by Company in connection with the Ringtone concerned; (viii) the period during which the Sale, transmission, download, stream, performance or other delivery of the Ringtone concerned occurred; (ix) the Standard License Fee and the Fixation Fee payable in respect of each Composition, and a clear demonstration of the calculations used to determine each Standard License Fee and Fixation Fee; (x) all other information reasonably necessary to support all calculations of the amounts paid and which may be due; and (xi) the amount of all such fees and payments which are due for the quarterly period concerned. The information set forth in the preceding sentence shall be separately reflected for Company for each region of the Territory.

(b) All payments to Publisher shall be computed in the relevant local currency and remitted in United States dollars. Each conversion from another currency for the purpose of computing such payments shall be calculated at the rate of exchange, as published by *The Wall Street Journal,* for major territory currencies, in effect on the date the statement concerned is rendered.

(c) Company shall pay interest at the rate of one percent (1.0%) per month, or the maximum rate permitted by law, whichever is less, from the date past due, on any Standard License Fees or Standard Fixation Fees not paid within forty-five (45) days following the quarterly accounting period as provided herein, without prejudice to any other rights Sony may have in connection with such delinquency.

(d) Company shall maintain accurate and complete records and accounting books with regard to the licensing and exploitation of the Compositions embodied in the Ringtones, including, without limitation, all information needed to compute and verify the amounts payable to Publisher hereunder. During the Term, but not later than the date that is five (5) years following the termination or expiration of the Term, upon reasonable advance written notice, and at Sony's sole cost and expense (subject to the last sentence of this subparagraph 6(e)), Publisher will have the right to examine, or appoint a third party auditor to examine, those books and records at any time during Company's normal business hours at the place where such books and records are normally maintained; provided, however, that Sony shall be permitted to make such examination only one (1) time during any five (5) year period in connection with a particular Standard License and Fixation Fee Report, as the case may be. Company will reasonably cooperate with Publisher's representatives to insure compliance with the foregoing. In the event an examination of Company's books and records reveals a deficiency in payments paid to Publisher of five percent (5%) or more of the total amount accounted to Publisher during the period of the audit, Company shall pay all reasonable out-of-pocket expenses related to the performance of such examination, including, without limitation, travel expenses, hotel expenses and per diems, together with the underpayment and interest as provided herein.

(e) For a period of five (5) years following the last day of the Term, Company shall retain all transaction data reasonably necessary for Publisher and Company to determine and verify all amounts due or payable hereunder and for accounting purposes.

6A. TAXES

Company shall have the sole responsibility for collection and remittance to the appropriate taxing authorities taxes that may be imposed on sales of Ringtones by Company to End Users. Taxes include sales, use, excise, gross receipts or other similar taxes. Each party hereto shall be responsible for taxes based on its own net income.

7. EXPERIMENTAL AGREEMENT

This Agreement is being entered into on an experimental and non-prejudicial basis, shall apply for the Term hereof only, and shall not be binding upon or prejudicial to any position taken by Publisher or Company for any period subsequent to the Term of this Agreement, including but not limited to the negotiation of the renewal or extension of this Agreement.

8. OWNERSHIP AND ARRANGEMENT OF COPIES

(a) Any arrangement(s) or adaptations of a Composition which Company shall cause to be made in the creation of a Ringtone shall be made at Company's sole expense and shall be created only as the result of employment-for-hire, and such arrangement or adaptation shall be a "Work Made For Hire" for Company as such term is used in the United States copyright law. Promptly after the rights granted to Company hereunder expire or terminate, Company shall be deemed to have assigned to Publisher the copyright throughout the universe to each arrangement or adaptation of such Ringtones and all renewals and extensions of copyright therein, and Company shall execute all documents reasonably necessary to evidence the assignment thereof. The arranger shall not be entitled to authorship credit or status as a collaborator or any remuneration by way of royalty or otherwise from the authors of such Composition or from Publisher or from any agent of Publisher.

(b) Notwithstanding the foregoing, Publisher hereby agrees never to use itself or license the use of the arrangements acquired pursuant to subparagraph 8(a) above to any third party, whether inside or outside the Territory or during or after the Term.

9. WARRANTIES, REPRESENTATIONS AND INDEMNITIES

(a) Publisher represents, warrants and agrees (solely with respect to its respective fractional interest in the Compositions as set forth on Schedule A attached hereto) that (i) it has the full right, power and authority to enter into this Agreement and to grant to Company all the rights hereunder on the terms and conditions set forth herein and it will not take any action which conflicts or is inconsistent with such ability, right and authority; and (ii) the use of the Compositions as contemplated hereunder shall not violate any intellectual property right of any third party and there are no actions, suits, proceedings, agreements or other impediments, actual or threatened, which would prevent or impair Publisher from performing its duties and obligations hereunder.

(b) Company warrants, represents and agrees that (i) Company has the right and power to enter into and fully perform this Agreement and Company is and shall continuously be a corporation in good standing in the jurisdiction of its incorporation; (ii) Company's principal place of business is located within the United States of America; (iii) Company shall track and maintain records of the countries in which each Ringtone is downloaded, transmitted, delivered or otherwise distributed; (iv) upon written instruction from Publisher, Company shall not license or

distribute any Ringtone or Composition to any third party that is engaged in piracy, illegal activities or other unauthorized uses of the Composition, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor; (v) Company has or will promptly obtain from the applicable public performance licensing society or organization a license to publicly perform the Ringtones throughout the Territory; (vi) Company will not, and shall not authorize any person or entity to change the basic melody or fundamental character of any Composition; (vii) Company will not cause, through its actions and/or omissions, any and all so-called "viruses," "worms" and/or "destructive codes" (as those terms are commonly understood in the United States computer industry) to be embodied in any Ringtones; (viii) Ringtones shall be made available by Company exclusively to authorized End Users; (ix) Ringtones will not be offered in a manner that could be construed by a reasonable person as an endorsement or sponsorship of any product, service, person or entity, as a so-called "commercial tie-up" or "commercial tie-in" or any similar use, directly or indirectly, in whole or in part; and (x) Company will not synchronize any Ringtone hereunder with any visual image which contains material that Sony deems patently offensive or which, in the reasonable judgment of its attorneys, might subject Sony to unfavorable regulatory action, violate any law, infringe the rights of any person or entity, or subject Sony to liability for any reason.

You warrant and represent that you shall cause all Approved Sublicensees and other persons or entities providing services in connection with the Ringtones embodying Compositions hereunder to abide by the terms and conditions of this Agreement, and any breaches by such persons or entities shall be deemed breaches by Company, including, without limitation, for purposes of indemnification under section 10(d)(1).

(c) (1) Publisher shall indemnify and hold harmless Company from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorney's fees and costs) arising out of or incurred as a direct result of any breach by Publisher of any warranty, representation, agreement or undertaking made by Publisher in this Agreement (individually and collectively, "Publisher Claims");

(2) In the event of any Publisher Claim: (i) Company shall notify Publisher of the Publisher Claim concerned promptly following the date that Company becomes aware of it; (ii) Publisher shall defend against the Publisher Claim concerned (at Publisher's own expense) through legal counsel selected by Publisher; and (iii) each party shall reasonably cooperate with the other in the defense of the Publisher Claim concerned. Publisher may not settle a Publisher Claim without Company's prior written consent, which consent shall not be unreasonably withheld or delayed. Publisher shall be solely responsible for the amount of any settlement or judgment for such Publisher Claim and all legal expenses and counsel fees incurred by Publisher in connection therewith. Company shall have the right at all times to actively participate in the defense of any Publisher Claim and to employ legal counsel selected by Company at Company's own expense, it being understood that Publisher shall have the right at all times, in Publisher's sole discretion, to maintain control of the conduct of the defense.

(d) (1) Company shall indemnify and hold harmless Publisher and Publisher's affiliates from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorney's fees and costs) arising out of or incurred as a direct result of (i) any breach by Company of any warranty, representation, agreement or understanding made by Company in this Agreement; and (ii) any claims that result from any use of the Compositions by Company that are not expressly authorized by this Agreement; and (iii) any claims brought by any foreign collection society in the Territory, including, without limitation, any society

empowered to collect mechanical royalties and/or public performance royalties (individually and collectively, "Company Claims").

(2) In the event of any Company Claim: (i) Publisher shall notify Company of the Company Claim concerned promptly following the date that Publisher becomes aware of it; (ii) Company shall defend against the Company Claim concerned (at Company's own expense) through legal counsel selected by Company; and (iii) each party shall reasonably cooperate with the other in the defense of the Company Claim concerned. Company may not settle a Company Claim without Publisher's prior written consent, which consent shall not be unreasonably withheld or delayed. Company shall be solely responsible for the amount of any settlement or judgment for such Company Claim and all legal expenses and counsel fees incurred by Company in connection therewith. Publisher shall have the right at all times to actively participate in the defense of any Company Claim and to employ legal counsel selected by Publisher at Publisher's own expense, it being understood that Company shall have the right at all times, in Company's sole discretion, to maintain control of the conduct of the defense.

10. TERMINATION

(a) If either party hereto fails to comply with any of the material terms or conditions of this Agreement (the "Defaulting Party"), the other party hereto (the "Non-Defaulting Party") may (without prejudice to any other rights the Non-Defaulting Party may have) terminate this Agreement by giving the Defaulting Party thirty (30) days' prior written notice to cure its breach or default. If the Defaulting Party does not cure its breach or default within such thirty (30) day period, the Non-Defaulting Party may forthwith terminate this Agreement upon written notice to the Defaulting Party. Any notice of termination shall be effective as of the date of such notice, but in no event sooner than three (3) business days after the Defaulting Party's receipt of such notice. Notwithstanding anything to the contrary, this Agreement will terminate automatically, without notice (if permitted under applicable law), if any of the following occurs:

(i) Company is dissolved or its assets are liquidated, or if Company becomes insolvent; or

(ii) A bankruptcy proceeding for a reorganization or for other relief from the claims of creditors, or any similar proceeding takes place with respect to Company or its assets.

(iii) Company ceases doing business in the ordinary course and/or there is a substantial diminution in the ability of Company to effectively carry on its business in general or any aspect thereof or the business of a Service in particular.

(iv) Company breaches any of Company's material representations, warranties, covenants or obligations hereunder, or Company fails to fulfill its material obligations hereunder; provided, however, that such breach is not cured within twenty (20) days from Company's receipt of Sony's notice of such breach.

(v) Company fails to timely make payments required hereunder or render any information or documents required to be furnished or otherwise made available to Publisher as and when required hereunder; provided, however, that with respect to any such breach Company shall have a

period of five (5) days from its receipt of Publisher's notice of such breach in which to cure said breach.

(vi) Company uses a Composition in a Ringtone without first notifying Publisher in writing of the title of the Composition concerned and receiving approval for the use of such Compositions from Publisher.

(b) The expiration or termination of this Agreement shall not relieve either party hereto of responsibility for obligations incurred prior to termination.

(c) Upon the expiration or termination of this Agreement, all rights of Company, in and to the Compositions shall terminate except as otherwise provided herein, Company shall remove, return or destroy all Ringtones embodying the Compositions hereunder, and Company shall pay all monies then due or to become due to Sony pursuant to paragraph 5 hereof.

(d) Anything to the contrary herein notwithstanding, the rights of End Users in respect of Ringtones lawfully obtained under section 1(a) (v) hereof shall survive any expiration or termination of this Agreement.

(e) The terms, provisions, representations, and warranties contained in this Agreement which are intended to survive the expiration or termination of this Agreement will so survive and continue in full force and effect until they are satisfied in full or by their nature expire.

11. DEFINITIONS

(a) Intentionally Omitted Without Implication.

(b) "Approved Sublicensee(s)" shall mean those entities approved by Publisher as set forth on Schedule B attached hereto. Additional third parties may be added to Schedule B, subject to Sony's prior written approval. If no Schedule B is attached hereto, Company shall be deemed to have no Approved Sublicensees and Company shall have no right to grant the rights granted herein to any third party. For the avoidance of doubt, Approved Sublicensees shall not have the right to license the rights granted to them by you hereunder.

(c) "Compositions" means those musical works, solely to the extent that they are owned and/or controlled by Publisher in and throughout the Territory, which Publisher has approved for use by Company in the creation of Ringtone(s) as set forth on Schedule A, attached to and made a part hereof, as such Schedule A may be amended in writing from time to time as hereinafter provided.

(d) "End User" means any person within the Territory who receives a Ringtone or to whom a Ringtone is distributed and/or transmitted for the purpose of being written or otherwise stored in the memory of such End User's selected Wireless Device.

(e) "Company Revenue" means (a) the Net Monetary Revenue received by, or due and owing to, Company and each Approved Sublicensee from the Sale by Company and each Approved Sublicensee, as applicable, of a Ringtone via a Service, calculated by using the Sale price of the Ringtone concerned charged by Company and each Approved Sublicensee, as applicable, to an End User; and (b) the reasonable value of goods, services or credits received by Company and each Approved Sublicensee from any source in lieu of cash payments for the

exploitation of Ringtones licensed hereunder. For the avoidance of doubt, if Company sublicenses any Ringtone to an Approved Sublicensee, it is the Sale price of the Ringtone to the End User charged by the Approved Sublicensee concerned, and not any lesser sublicensing fee paid by the Approved Sublicensee to Company, that shall be used as a basis to determine Company Revenue. "Net Monetary Revenue" means gross revenue, excluding value added, use, sales or other similar taxes to be collected for payment to the applicable taxing authority(ies), but excluding, for the avoidance of doubt, rebates, in connection with such Sale.

(f) "Ringtone" means an audio-only electronic code, whether or not such code embodies a sound recording, embodying a performance of a pre-determined synthesized melodic fragment of a Composition, whether monophonic, polyphonic, midi, WAV, SMAF, AMR, MP3 or other formats created for the purpose of causing a Wireless Device to play such fragment for use as an identifier or as an element of an identifier of an activity on such Wireless Device, such as the receipt of an incoming signal.

(g) "Sale", "Sell" or "Sold" means any action whereby an End User in the Territory obtains from Company or an Approved Sublicensee a complete or useable copy of a Ringtone that is capable of being written or otherwise stored in the memory of a Wireless Device. For the avoidance of doubt, a Sale shall include any action described in the preceding sentence which occurs during a promotion, contest, give-away or any other distribution of a Ringtone for no consideration or consideration other than the then-current full retail price. For the avoidance of doubt, Ringtones shall not be installed on or delivered to Wireless Devices prior to the purchase of such Wireless Devices by End Users (i.e., they shall not be embedded into Wireless Devices prior to the purchase of such Wireless Devices by End Users).

(h) "Service" means the provision of a Ringtone via a range of service channels, including, but not limited to, the Internet, cable, satellite, web, wireless application protocol (a/k/a WAP), wireless local area network (a/k/a WLAN), Bluetooth technology (infrared or other similar radio wave technology), wired connection from a local computer, short or smart messaging service (a/k/a SMS), subsequent corresponding technologies or any other form of distribution or transmission of Ringtones.

(i) "Term" means the period specified in Article 3 herein.

(j) "Territory" means India, Bangladesh, Sri Lanka, Oman, United Arab Emirates, Saudi Arabia, Kuwait, Bahrain, Qatar, Lebanon, Jordan, Syria, Egypt, Algeria, Tunisia, Nigeria, Mauritius, Kenya, Swaziland and all countries in North America and South America (except for Argentina).

(k) "Wireless Device" shall mean an electronic device typically designed to be used for, among other purposes, mobile voice and/or data communications, and includes, without limitation, wireless communication terminals, handsets, mobile phones, pagers, personal digital assistants and accessories which are capable of receiving a Ringtone.

12. ASSIGNMENT

Publisher may assign its rights under this Agreement in whole or in part to any subsidiary, affiliated or controlling corporation or company, to any Person owning or acquiring a substantial portion of the stock or assets of Publisher, or to any partnership or other venture in which Publisher participates, and such rights may be similarly assigned by any assignee. No such

assignment shall relieve Publisher of any of Publisher's obligations hereunder. Company may assign its rights hereunder to any affiliate or any other person in connection with the sale or transfer of substantially all of its assets, provided, however, that Company shall not assign this agreement to a competitor of Publisher or to an entity engaged in the business of manufacturing, distributing and/or selling (i) blank or digital recording media for the purpose of facilitating the resale thereof, or (ii) products designed to circumvent copy protection mechanisms.

13. FORCE MAJEURE

If because of: an act of God; inevitable accident; fire; lockout, strike or other labor dispute; riot or civil commotion; act of public enemy; enactment, rule, order or act of any government or governmental instrumentality (whether federal, state, local or foreign); failure of technical facilities; failure or delay of transportation facilities; any or other cause of a similar or different nature not reasonably within Sony's or Company's control (a "Force Majeure Event"); Sony or Company, as the case may be, is materially hampered in the performance of its obligations hereunder, then, without limiting either party's rights, Sony or Company, as the case may be, shall have the option by giving a notice ("Suspension Notice") to the other party hereto suspending the Term for the duration of any such contingency solely in the region of the Territory affected by such Force Majeure Event. In the event the Force Majeure Event exceeds thirty (30) days, this Agreement may be terminated by written notice from either party hereto.

14. NOTICES

Except as specifically provided herein, all notices under this Agreement shall be in writing and shall be given by courier or other personal delivery or by registered or certified mail at the appropriate address below or at a substitute address designated by notice by the party concerned.

TO COMPANY:

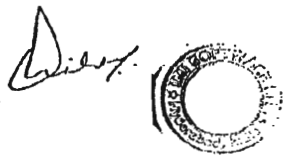
REDACTED

TO PUBLISHER: 550 Madison Avenue
New York, New York 10022-3211
Attention: Senior Vice President, Business Affairs and Administration

and

Sony Corporation of America
Law Department
550 Madison Avenue
New York, New York 10022-3211
Attention: Senior Vice President and General Counsel

Notices shall be deemed given when mailed or, if personally delivered, when so delivered, except that a notice of change of address shall be effective only from the date of its receipt.



15. LIMITATION OF LIABILITY

EXCEPT FOR CLAIMS UNDER ARTICLE 9 ABOVE, NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR FOR INTERRUPTED COMMUNICATIONS, LOST DATA, LOST PROFITS, LOST REVENUE OR LOST OPPORTUNITIES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF THAT PARTY HAS BEEN ADVISED OF (OR KNOWS OR SHOULD KNOW OF) THE POSSIBILITY OF SUCH DAMAGES.

16. MISCELLANEOUS

(a) This agreement contains the entire understanding of the parties relating to its subject matter. No change of this agreement will be binding upon either party unless it is made by an instrument signed by Company and by an officer of Publisher. A waiver by either party of any provision of this agreement in any instance shall not be deemed to waive it for the future. All remedies, rights, undertakings, obligations and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy right, undertaking, obligation or agreement of either party.

(b) No designation, approval, or consent provided for in this Agreement will be deemed given unless set forth in writing and signed by an authorized officer or representative of the party concerned.

(c) If any part of this Agreement, or the application thereof to any party, shall be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect the remainder of this Agreement, which shall continue in full force and effect, or the application of this Agreement to the remaining parties hereto.

(d) This agreement has been entered into in the State of New York, and the validity, interpretation and legal effect of this agreement 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), only, will have jurisdiction of any controversies regarding this agreement; any action or other proceeding which involves such a controversy will be brought in those courts, in New York County, and not elsewhere.

(e) The relationship of the parties is that of independent contractors and nothing in this Agreement shall render either party an agent of the other.

(f) The headings, subheadings, and other captions in this Agreement are for convenience and reference only and will not be used in interpreting, construing, or enforcing any of the terms of this Agreement. Each party acknowledges that it has had the opportunity to review this Agreement with legal counsel of its choice, and there will be no presumption that ambiguities will be construed or interpreted against the drafter, and no presumptions made or inferences drawn because of the inclusion of a term not contained in a prior draft or the deletion of a term contained in a prior draft. The words "hereof," "herein," "hereunder" and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement.

(g) This Agreement will not become effective until executed and delivered by Publisher and Company.

SONY/ATV MUSIC PUBLISHING LLC

By: [illegible]

Name: Cosie Fernandez

Title: V.P.

REDACTED

EXHIBIT CO 0523

Document Category

Licenses

Song Code(s):

US Song Code(s)

Song Title(s): N/A

Composer(s): N/A

License Type (circle one): Mech., Synch, Print, Dual Disc - Other: RINGTONE

Recording Artist: N/A

Product Title: N/A

Licensee: REDACTED

Product Number: N/A

Description: Blanket Ringtone License Agreement w/ Schedule A

February 12, 2006 Agreement

BLANKET RINGTONE LICENSE AGREEMENT

This ringtone license agreement (the "Agreement") is made and entered into as of February 12, 2006 (the "Effective Date"), by and between SONY/ATV MUSIC PUBLISHING LLC, a Delaware limited liability company, 550 Madison Avenue, New York, New York 10022 (hereinafter "Publisher" or "Sony"), on the one hand, and REDACTED (hereinafter, "Company"), on the other.

WHEREAS, Publisher owns, controls and/or administers the rights in and to certain Compositions (as defined below) (the "Sony Catalog"); and

WHEREAS, Company desires to select certain Compositions from the Sony Catalog and incorporate them into Ringtones (as defined below), and Publisher desires to grant Company a license to so use the Compositions, subject to the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

1. GRANT OF RIGHTS/RESTRICTIONS/PROCEDURES

(a) Publisher hereby grants to Company a non-exclusive right and license throughout the Territory to do the following with respect to the Compositions in the Sony Catalog: (i) to adapt and record, at Company's sole expense, up to thirty (30) seconds of each Composition in the Sony Catalog and to create one (1) or more Ringtones embodying each such Composition, and to authorize Approved Sublicensees to do the same; provided, however, that no such adaptation shall change the basic melody or fundamental character of any such Composition; (ii) to Sell and otherwise distribute Ringtones solely as permitted hereunder, and to authorize Approved Sublicensees to do the same; (iii) to copy, reproduce, store and transmit Ringtones solely to the extent necessary to exploit the Ringtones as specifically set forth herein, and to authorize Approved Sublicensees to do the same; (iv) to grant a perpetual license to each End User who lawfully receives Ringtones from a Service to use and exploit such Ringtones as permitted by the terms and conditions under which an End User is permitted to use the Ringtones concerned, and to authorize Approved Sublicensees to do the same; and (v) to use the titles of the Compositions embodied in Ringtones and the names of the writer(s)/composer(s) of such Compositions solely as factual identifiers when making Ringtones available to End Users on a Service, and to authorize Approved Sublicensees to do the same.

(b) Notwithstanding anything to the contrary set forth herein, the rights granted hereunder do not include the right to use the music or the lyrics of any Composition in connection with any advertisement or commercial or in any printed form, or to synchronize the Compositions in timed relation with any still, animated, or moving visual image of any nature. In addition, neither the music nor the lyrics of the Compositions shall be used or positioned in a manner that could be construed as an endorsement of, advertising or promotion for any product or service, including, without limitation, any product or service of Company, any or any Approved Sublicensee, without Publisher's prior written consent.

(c) All rights not specifically granted herein are reserved by Publisher. For the avoidance of doubt, the rights granted hereunder do not include the right to publicly perform Ringtones by any means or for any purpose, including, without limitation, preview or

demonstration purposes. Company is solely responsible for, and shall pay all costs associated with, obtaining such performing rights licenses directly from the applicable performing rights society, including, without limitation, ASCAP, BMI, SESAC or any other applicable third party.

(d) Attached hereto as Schedule A is a list of Compositions from the Sony Catalog that Company desires to use in Ringtones as of the Effective Date. If at any time during the Term Company wishes to amend Schedule A to include additional Compositions, Company shall provide Publisher with written notice of its desire to amend Schedule A and include the titles of the additional Compositions. Company shall not use any such Compositions until Company receives written notice from Publisher confirming that such additional Compositions may be used and setting forth the relative ownership and/or income interests of the copyright proprietors of each Composition concerned. All requests by Company to amend Schedule A shall be sent in writing to Todd Ellis, Licensing Manager, Sony/ATV Music Publishing LLC, 8 Music Square West, Nashville, TN 37203. todd_ellis@sonymusic.com.

2. COMPANY OBLIGATIONS

(a) Company agrees to comply with any and all restrictions communicated to Company by Publisher relating to a specific Composition relative to Territory, name and likeness, use restrictions and any other restrictions to which Publisher may be subject.

(b) Publisher may request in writing that Company and each Approved Sublicensee cease exploiting any Composition hereunder, for any reason or no reason at all. For the avoidance of doubt, it is understood that all third party licensees shall be treated equally with respect to the foregoing provision. Company shall terminate its use and exploitation of the specified Compositions within ten (10) days after receiving notice of such request from Publisher.

(c) At all times during the Term, the Ringtones shall be stored, hosted, secured, served and delivered in accordance with Company's security practices, which shall at a minimum provide a reasonable level of security for all Ringtones hereunder. If during the Term more advanced security technology becomes readily available in the marketplace and is generally adopted as an acceptable standard, Company shall store, host, secure, serve and deliver the Ringtones pursuant to such more advanced technology. If a breach of security occurs, or if Publisher reasonably believes that a breach in security will occur in connection with the servers or network components used for the Ringtones, such that unauthorized access to the Ringtones is or may become available, then Company will immediately, but in no event later than within twenty-four (24) hours after notice from Publisher, prevent access to the Ringtones, and Company's license rights hereunder will be suspended until such time as the security breach is cured to Publisher's satisfaction. Company shall immediately report to and notify Sony in writing of all server breaches and all forms of "hacking" that expose the Ringtones to unauthorized access.

(d) Company shall, at Publisher's request, enable five (5) designees of Publisher to freely and without charge or expense to Publisher receive Ringtones as an End User of the Service for the purpose of evaluating the quality of the Ringtones concerned and ensuring Company's adherence to the terms and conditions of this Agreement. Publisher shall provide the names of its designee(s) to Company in writing promptly after Publisher makes such request.

3. **TERM**

The Term of this Agreement shall commence on the Effective Date and end on the date that is twelve (12) months thereafter, unless earlier terminated by either party hereto as hereinafter set forth.

4. **ADVANCE**

Omitted Without Implication.

5. **RINGTONE LCENSE FEES**

As full and sufficient consideration of the rights granted herein, Company shall pay Publisher the following:

(a) Ringtone License Fees.

(i) For each Sale of a Ringtone embodying a Composition hereunder, a license fee equal to the greater of: (i) REDACTED of Company Revenue from such Sale; or (ii) REDACTED (the "Standard License Fee"), provided that with respect to any Ringtone containing any Composition that is not wholly owned and/or controlled by Publisher in and throughout the Territory, the payment specified in this section 5(a)(i) shall be pro-rated in proportion to Publisher's ownership or administrative share of such musical composition as set forth on Schedule A attached hereto. For the avoidance of doubt, if more than one Ringtone is created using the same Composition, Company shall pay a Standard License Fee in respect of each such Ringtone; and

(ii) Notwithstanding anything to the contrary in section 5(a)(i) above, for each Sale of a Ringtone delivered within the country of Brazil, Company shall pay Publisher the greater of: (i) the applicable Ringtone License Fee set forth in section 5(a)(i) above; or (ii)

REDACTED (the "Brazil License Fee"; together with the ex-Brazil License Fee, the "Ringtone License Fee"). For the avoidance of doubt, if more than one Ringtone is created using the same Composition, Company shall pay a Brazil License Fee in respect of each such Ringtone.

(b) Fixation Fees.

(i) Omitted Without Implication.

(ii) In respect of each Composition set forth on Schedule A attached hereto Sold in the Territory of Brazil, a non-refundable, non-recoupable fixation and administration fee equal to the equivalent in

REDACTED

REDACTED (the "Brazil Fixation Fee"; together with the Brazil Fixation Fee, the "Fixation Fee") in respect of the initial fixation of each such Composition, payable promptly after Company's execution hereof. In the event Schedule A is amended to include additional Compositions, the Brazil Fixation Fee in respect of each such additional Composition shall be payable in connection with the accounting statement rendered to Publisher pursuant to paragraph 6 hereof immediately following the addition of the Compositions concerned. For the avoidance of doubt, if more than one Ringtone is created using the same Composition, Company shall pay a Brazil Fixation Fee in respect of each such Ringtone.

(c) If at any time during the Term hereof Company pays any license fee, royalty, advance, and/or other monies, or offers any other financial terms or economic benefits (collectively, the "Remuneration"), for the same or equivalent rights as granted herein to any other publisher, administrator, licensor or owner of musical compositions, or to any agent of the same (including any music industry rights society) that is greater or more beneficial than the terms set forth herein, such more favorable Remuneration shall automatically be included herein and Company shall pay and/or provide such more favorable Remuneration to Publisher retroactively to the date on which such more favorable Remuneration is granted to such other publisher, administrator or owner.

6. PAYMENTS AND ACCOUNTINGS

(a) Company shall compute and pay an amount equal to the applicable Ringtone License Fees, Fixation Fees and any other payments accrued hereunder no less than forty-five (45) days after the end of each calendar quarter of the Term, in respect of each such calendar quarterly period. In connection with each calendar quarterly accounting period, Company shall also send an accounting statement (the "Ringtone License and Fixation Fee Report") covering the calculation and determination of the Ringtone License Fees and the Fixation Fees, including the following: (i) the title of the Composition embodied in each Ringtone Sold or otherwise distributed; (ii) the writer(s)/composer(s) of the Composition concerned; (iii) the number of Sales, transmissions, downloads, or other deliveries of each Composition concerned made by Company and each Approved Sublicensee; (iv) the retail price charged by Company and each Approved Sublicensee in connection with the Ringtone concerned; (v) the Net Monetary Revenue received by Company each Approved Sublicensee in connection with the Ringtone concerned; (vi) the period during which the Sale, transmission, download, stream, performance or other delivery of the Ringtone concerned occurred; (vii) the Ringtone License Fee and the Fixation Fee payable in respect of each Composition; (viii) all other information reasonably necessary to support all calculations of the amounts paid and which may be due; and (ix) the amount of all such fees and payments which are due for the quarterly period concerned. The information set forth in the preceding sentence shall be separately reflected for Company and each Approved Sublicensee for each region of the Territory.

(b) All payments to Publisher shall be computed in the relevant local currency and remitted in United States dollars. Each conversion from another currency for the purpose of computing such payments shall be calculated at the rate of exchange, as published by *The Wall Street Journal*, for major territory currencies, in effect on the date the statement concerned is rendered.

(c) Company shall pay interest at the rate of one percent (1.0%) per month, or the maximum rate permitted by law, whichever is less, from the date past due, on any Ringtone License Fees or Fixation Fees not paid within forty-five (45) days following the quarterly accounting period as provided herein, without prejudice to any other rights Sony may have in connection with such delinquency.

(d) Company shall maintain accurate and complete records and accounting books with regard to the licensing and exploitation of the Compositions embodied in the Ringtones, including, without limitation, all information needed to compute and verify the amounts payable to Publisher hereunder. During the Term, but not later than the date that is three (3) years following the termination or expiration of the Term, upon reasonable advance written notice, and at Sony's sole cost and expense (subject to the last sentence of this subparagraph 6(e)), Publisher will have the right to examine, or appoint a third party auditor to examine, those books and records at any time during Company's normal business hours at the place where such books and records are normally maintained; provided, however, that Sony shall be permitted to make such examination only one (1) time during any three (3) year period in connection with a particular Ringtone License Fee Report or Fixation Fee Report, as the case may be. Company will reasonably cooperate with Publisher's representatives to insure compliance with the foregoing. In the event an examination of Company's books and records reveals a deficiency in payments paid to Publisher of five percent (5%) or more of the total amount accounted to Publisher during the period of the audit, Company shall pay all reasonable out-of-pocket expenses related to the performance of such examination, including, without limitation, travel expenses, hotel expenses and per diems, together with the underpayment and interest as provided herein.

(e) For a period of ~~five (5) years~~ three (3) years following the last day of the Term, Company shall retain all transaction data reasonably necessary for Publisher and Company to determine and verify all amounts due or payable hereunder and for accounting purposes.

6A. TAXES

Company and each Approved Sublicensee shall have the sole responsibility for collection and remittance to the appropriate taxing authorities taxes that may be imposed on sales of Ringtones by Company and each Approved Sublicensee to End Users. Taxes include sales, use, excise, gross receipts or other similar taxes. Each party hereto shall be responsible for taxes based on its own net income.

7. EXPERIMENTAL AGREEMENT

This Agreement is being entered into on an experimental and non-prejudicial basis, shall apply for the Term hereof only, and shall not be binding upon or prejudicial to any position taken by Publisher or Company for any period subsequent to the Term of this Agreement, including but not limited to the negotiation of the renewal or extension of this Agreement.

8. OWNERSHIP AND ARRANGEMENT OF COPIES

(a) Any arrangement(s) or adaptations of a Composition which Company shall cause to be made in the creation of a Ringtone shall be made at Company's sole expense and shall be created only as the result of employment-for-hire, and such arrangement or adaptation shall be a

"Work Made For Hire" for Company as such term is used in the United States copyright law. Promptly after the rights granted to Company hereunder expire or terminate, Company shall be deemed to have assigned to Publisher the copyright throughout the universe to each arrangement or adaptation of such Ringtones and all renewals and extensions of copyright therein, and Company shall execute all documents reasonably necessary to evidence the assignment thereof. The arranger shall not be entitled to authorship credit or status as a collaborator or any remuneration by way of royalty or otherwise from the authors of such Composition or from Publisher or from any agent of Publisher.

(b) Notwithstanding the foregoing, Publisher hereby agrees never to use itself or license the use of the arrangements acquired pursuant to subparagraph 8(a) above to any third party, whether inside or outside the Territory or during or after the Term.

9. WARRANTIES, REPRESENTATIONS AND INDEMNITIES

(a) Publisher represents, warrants and agrees (solely with respect to its respective fractional interest in the Compositions as set forth on Schedule A attached hereto) that (i) it has the full right, power and authority to enter into this Agreement and to grant to Company all the rights hereunder on the terms and conditions set forth herein and it will not take any action which conflicts or is inconsistent with such ability, right and authority; and (ii) the use of the Compositions as contemplated hereunder shall not violate any intellectual property right of any third party and there are no actions, suits, proceedings, agreements or other impediments, actual or threatened, which would prevent or impair Publisher from performing its duties and obligations hereunder.

(b) Company warrants, represents and agrees that (i) Company has the right and power to enter into and fully perform this Agreement and Company and each Approved Sublicensee is and shall continuously be a corporation in good standing in the jurisdiction of its incorporation; (ii) Company's and each Approved Sublicensee's principal place of business is located within the United States of America shall track and maintain records of the countries in which each Ringtone is downloaded, transmitted, delivered or otherwise distributed; (iv) upon written instruction from Publisher, Company and Approved Sublicensee shall not license or distribute any Ringtone or Composition to any third party that is engaged in piracy, illegal activities or other unauthorized uses of the Composition, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor; (v) Company and each Approved Sublicensee has or will promptly obtain from the applicable public performance licensing society or organization a license to publicly perform the Ringtones throughout the Territory; (vi) Company and each Approved Sublicensee will not, and shall not authorize any person or entity to change the basic melody or fundamental character of any Composition; (vii) Company and each Approved Sublicensee will not cause, through its actions and/or omissions, any and all so-called "viruses," "worms" and/or "destructive codes" (as those terms are commonly understood in the United States computer industry) to be embodied in any Ringtones; (viii) Ringtones shall be made available by Company and Approved Sublicensees exclusively to authorized End Users; and (ix) Ringtones will not be offered in a manner that could be construed by a reasonable person as an endorsement or sponsorship of any product, service, person or entity, as a so-called "commercial tie-up" or "commercial tie-in" or any similar use, directly or indirectly, in whole or in part.

You warrant and represent that you shall cause all Approved Sublicensees and other persons or entities providing services in connection with the Ringtones embodying Compositions hereunder

to abide by the terms and conditions of this Agreement, and any breaches by such persons or entities shall be deemed breaches by Company, including, without limitation, for purposes of indemnification under section 10(d)(1).

(c) (1) Publisher shall indemnify and hold harmless Company from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorney's fees and costs) arising out of or incurred as a direct result of any breach by Publisher of any warranty, representation, agreement or undertaking made by Publisher in this Agreement (individually and collectively, "Publisher Claims");

(2) In the event of any Publisher Claim: (i) Company shall notify Publisher of the Publisher Claim concerned promptly following the date that Company becomes aware of it; (ii) Publisher shall defend against the Publisher Claim concerned (at Publisher's own expense) through legal counsel selected by Publisher; and (iii) each party shall reasonably cooperate with the other in the defense of the Publisher Claim concerned. Publisher may not settle a Publisher Claim without Company's prior written consent, which consent shall not be unreasonably withheld or delayed. Publisher shall be solely responsible for the amount of any settlement or judgment for such Publisher Claim and all legal expenses and counsel fees incurred by Publisher in connection therewith. Company shall have the right at all times to actively participate in the defense of any Publisher Claim and to employ legal counsel selected by Company at Company's own expense, it being understood that Publisher shall have the right at all times, in Publisher's sole discretion, to maintain control of the conduct of the defense.

(d) (1) Company shall indemnify and hold harmless Publisher and Publisher's affiliates from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorney's fees and costs) arising out of or incurred as a direct result of (i) any breach by Company of any warranty, representation, agreement or understanding made by Company in this Agreement; and (ii) any claims that result from any use of the Compositions by Company that are not expressly authorized by this Agreement; (individually and collectively, "Company Claims").

(2) In the event of any Company Claim: (i) Publisher shall notify Company of the Company Claim concerned promptly following the date that Publisher becomes aware of it; (ii) Company shall defend against the Company Claim concerned (at Company's own expense) through legal counsel selected by Company; and (iii) each party shall reasonably cooperate with the other in the defense of the Company Claim concerned. Company may not settle a Company Claim without Publisher's prior written consent, which consent shall not be unreasonably withheld or delayed. Company shall be solely responsible for the amount of any settlement or judgment for such Company Claim and all legal expenses and counsel fees incurred by Company in connection therewith. Publisher shall have the right at all times to actively participate in the defense of any Company Claim and to employ legal counsel selected by Publisher at Publisher's own expense, it being understood that Company shall have the right at all times, in Company's sole discretion, to maintain control of the conduct of the defense.

10. TERMINATION

(a) If either party hereto fails to comply with any of the material terms or conditions of this Agreement (the "Defaulting Party"), the other party hereto (the "Non-Defaulting Party") may (without prejudice to any other rights the Non-Defaulting Party may have) terminate this Agreement by giving the Defaulting Party thirty (30) days' prior written notice to cure its breach

or default. If the Defaulting Party does not cure its breach or default within such thirty (30) day period, the Non-Defaulting Party may forthwith terminate this Agreement upon written notice to the Defaulting Party. Any notice of termination shall be effective as of the date of such notice, but in no event sooner than three (3) business days after the Defaulting Party's receipt of such notice. Notwithstanding anything to the contrary, this Agreement will terminate automatically, without notice (if permitted under applicable law), if any of the following occurs:

(i) Company is dissolved or its assets are liquidated, or if Company becomes insolvent; or

(ii) A bankruptcy proceeding for a reorganization or for other relief from the claims of creditors, or any similar proceeding takes place with respect to Company or its assets.

(iii) Company ceases doing business in the ordinary course and/or there is a substantial diminution in the ability of Company to effectively carry on its business in general or any aspect thereof or the business of a Service in particular.

(iv) Company breaches any of Company's material representations, warranties, covenants or obligations hereunder, or Company fails to fulfill its material obligations hereunder; provided, however, that such breach is not cured within twenty (20) days from Company's receipt of Sony's notice of such breach.

(v) Company fails to timely make payments required hereunder or render any information or documents required to be furnished or otherwise made available to Publisher as and when required hereunder; provided, however, that with respect to any such breach Company shall have a period of five (5) days from its receipt of Publisher's notice of such breach in which to cure said breach.

(vi) Company uses a Composition in a Ringtone without first notifying Publisher in writing of the title of the Composition concerned and receiving approval for the use of such Compositions from Publisher.

(vii) Company licenses the rights hereunder to a third party that is not an Approved Sublicensee as set forth herein.

(b) The expiration or termination of this Agreement shall not relieve either party hereto of responsibility for obligations incurred prior to termination.

(c) Upon the expiration or termination of this Agreement, all rights of Company, and Approved Sublicensees in and to the Compositions shall terminate except as otherwise provided herein, Company shall remove, return or destroy all Ringtones embodying the Compositions hereunder, and Company shall pay all monies then due or to become due to Sony pursuant to paragraph 5 hereof.

(d) Anything to the contrary herein notwithstanding, the rights of End Users in respect of Ringtones lawfully obtained under section 1(a)(iv) hereof shall survive any expiration or termination of this Agreement.

(e) The terms, provisions, representations, and warranties contained in this Agreement which are intended to survive the expiration or termination of this Agreement will so survive and continue in full force and effect until they are satisfied in full or by their nature expire.

11. DEFINITIONS

(a) Intentionally Omitted Without Implication.

(b) "Approved Sublicensee(s)" shall mean those entities approved by Publisher as set forth on Schedule B attached hereto. Additional third parties may be added to Schedule B, subject to Sony's prior written approval. If no Schedule B is attached hereto, Company shall be deemed to have no Approved Sublicensees and Company shall have no right to grant the rights granted herein to any third party. For the avoidance of doubt, Approved Sublicensees shall not have the right to license the rights granted to them by you hereunder.

(c) "Compositions" means those musical works, solely to the extent that they are owned and/or controlled by Publisher in and throughout the Territory, which Publisher has approved for use by Company in the creation of Ringtone(s) as set forth on Schedule A, attached to and made a part hereof, as such Schedule A may be amended in writing from time to time as hereinafter provided.

(d) "End User" means any person within the Territory who receives a Ringtone or to whom a Ringtone is distributed and/or transmitted for the purpose of being written or otherwise stored in the memory of such End User's selected Wireless Device.

(e) "Company Revenue" means (a) the Net Monetary Revenue received by, or due and owing to, Company and each Approved Sublicensee from the Sale by Company and each Approved Sublicensee, as applicable, of a Ringtone via a Service, calculated by using the Sale price of the Ringtone concerned charged by Company and each Approved Sublicensee, as applicable, to an End User; and (b) the reasonable value of goods, services or credits received by Company and each Approved Sublicensee from any source in lieu of cash payments for the exploitation of Ringtones licensed hereunder. For the avoidance of doubt, if Company sublicenses any Ringtone to an Approved Sublicensee, it is the Sale price of the Ringtone to the End User charged by the Approved Sublicensee concerned, and not any lesser sublicensing fee paid by the Approved Sublicensee to Company, that shall be used as a basis to determine Company Revenue. "Net Monetary Revenue" means gross revenue, excluding value added, use, sales or other similar taxes to be collected for payment to the applicable taxing authority(ies), but excluding, for the avoidance of doubt, rebates, in connection with such Sale.

(f) "Ringtone" means an audible electronic code, whether or not such code embodies a sound recording, embodying a performance of a pre-determined synthesized melodic fragment of a Composition, whether monophonic, polyphonic, midi, WAV, SMAF, AMR, MP3 or other formats created for the purpose of causing a Wireless Device to play such fragment for use as an identifier or as an element of an identifier of an activity on such Wireless Device, such as the receipt of an incoming signal.

(i) "Master Ringtone" shall mean a Ringtone consisting of a compressed audio file of an excerpt of a master recording of a Composition.

(ii) "Monophonic Ringtone" shall mean a Ringtone in the MIDI format consisting of a single melodic voice.

(iii) "Polyphonic Ringtone" shall mean a Ringtone in the MIDI format consisting of multiple melodic voices.

For the avoidance of doubt, the right to create Animated Ringtones is specifically excluded from this Agreement.

(g) "Sale", "Sell" or "Sold" means any action whereby an End User in the Territory obtains from Company or an Approved Sublicensee a complete or useable copy of a Ringtone that is capable of being written or otherwise stored in the memory of a Wireless Device. For the avoidance of doubt, a Sale shall include any action described in the preceding sentence which occurs during a promotion, contest, give-away or any other distribution of a Ringtone for no consideration or consideration other than the then-current full retail price. For the avoidance of doubt, Ringtones shall not be installed on or delivered to Wireless Devices prior to the purchase of such Wireless Devices by End Users (i.e., they shall not be embedded into Wireless Devices prior to the purchase of such Wireless Devices by End Users).

(h) "Service" means the provision of a Ringtone via a range of service channels, including, but not limited to, the Internet, cable, satellite, web, wireless application protocol (a/k/a WAP), wireless local area network (a/k/a WLAN), Bluetooth technology (infrared or other similar radio wave technology), wired connection from a local computer, short or smart messaging service (a/k/a SMS), subsequent corresponding technologies or any other form of distribution or transmission of Ringtones.

(i) "Term" means the period specified in Article 3 herein.

(j) "Territory" means the United States of America, Canada, Mexico, Brazil, Argentina, Venuzuela, Puerto Rico, Colombia, Chile, Guatemala, Nicaragua, Panama, Uruguay, Peru, and Ecuador.

(k) "Wireless Device" shall mean an electronic device typically designed to be used for, among other purposes, mobile voice and/or data communications, and includes, without limitation, wireless communication terminals, handsets, mobile phones, pagers, personal digital assistants and accessories which are capable of receiving a Ringtone.

12. ASSIGNMENT

Publisher may assign its rights under this Agreement in whole or in part to any subsidiary, affiliated or controlling corporation or company, to any Person owning or acquiring a substantial portion of the stock or assets of Publisher, or to any partnership or other venture in which Publisher participates, and such rights may be similarly assigned by any assignee. No such assignment shall relieve Publisher of any of Publisher's obligations hereunder. Company may assign its rights hereunder to any affiliate or any other person in connection with the sale or transfer of substantially all of its assets, provided, however, that Company shall not assign this agreement to a competitor of Publisher or to an entity engaged in the business of manufacturing,

distributing and/or selling (i) blank or digital recording media for the purpose of facilitating the resale thereof, or (ii) products designed to circumvent copy protection mechanisms.

13. FORCE MAJEURE

If because of: an act of God; inevitable accident; fire; lockout, strike or other labor dispute; riot or civil commotion; act of public enemy; enactment, rule, order or act of any government or governmental instrumentality (whether federal, state, local or foreign); failure of technical facilities; failure or delay of transportation facilities; any or other cause of a similar or different nature not reasonably within Sony's or Company's control (a "Force Majeure Event"); Sony or Company, as the case may be, is materially hampered in the performance of its obligations hereunder, then, without limiting either party's rights, Sony or Company, as the case may be, shall have the option by giving a notice ("Suspension Notice") to the other party hereto suspending the Term for the duration of any such contingency solely in the region of the Territory affected by such Force Majeure Event. In the event the Force Majeure Event exceeds thirty (30) days, this Agreement may be terminated by written notice from either party hereto.

14. NOTICES

Except as specifically provided herein, all notices under this Agreement shall be in writing and shall be given by courier or other personal delivery or by registered or certified mail at the appropriate address below or at a substitute address designated by notice by the party concerned.

TO COMPANY:

REDACTED

TO PUBLISHER: 550 Madison Avenue
New York, New York 10022-3211
Attention: Senior Vice President, Business Affairs and Administration

and

Sony Corporation of America
Law Department
550 Madison Avenue
New York, New York 10022-3211
Attention: Senior Vice President and General Counsel

Notices shall be deemed given when mailed or, if personally delivered, when so delivered, except that a notice of change of address shall be effective only from the date of its receipt.

15. LIMITATION OF LIABILITY

EXCEPT FOR CLAIMS UNDER ARTICLE 9 ABOVE, NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR FOR INTERRUPTED COMMUNICATIONS, LOST DATA, LOST PROFITS, LOST REVENUE OR LOST OPPORTUNITIES, ARISING OUT OF OR IN

CONNECTION WITH THIS AGREEMENT, EVEN IF THAT PARTY HAS BEEN ADVISED OF (OR KNOWS OR SHOULD KNOW OF) THE POSSIBILITY OF SUCH DAMAGES.

16. **MISCELLANEOUS**

(a) This agreement contains the entire understanding of the parties relating to its subject matter. No change of this agreement will be binding upon either party unless it is made by an instrument signed by Company and by an officer of Publisher. A waiver by either party of any provision of this agreement in any instance shall not be deemed to waive it for the future. All remedies, rights, undertakings, obligations and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy right, undertaking, obligation or agreement of either party.

(b) No designation, approval, or consent provided for in this Agreement will be deemed given unless set forth in writing and signed by an authorized officer or representative of the party concerned.

(c) If any part of this Agreement, or the application thereof to any party, shall be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect the remainder of this Agreement, which shall continue in full force and effect, or the application of this Agreement to the remaining parties hereto.

(d) This agreement has been entered into in the State of New York, and the validity, interpretation and legal effect of this agreement 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), only, will have jurisdiction of any controversies regarding this agreement; any action or other proceeding which involves such a controversy will be brought in those courts, in New York County, and not elsewhere.

(e) The relationship of the parties is that of independent contractors and nothing in this Agreement shall render either party an agent of the other.

(f) The headings, subheadings, and other captions in this Agreement are for convenience and reference only and will not be used in interpreting, construing, or enforcing any of the terms of this Agreement. Each party acknowledges that it has had the opportunity to review this Agreement with legal counsel of its choice, and there will be no presumption that ambiguities will be construed or interpreted against the drafter, and no presumptions made or inferences drawn because of the inclusion of a term not contained in a prior draft or the deletion of a term contained in a prior draft. The words "hereof," "herein," "hereunder" and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement.

(g) This Agreement will not become effective until executed and delivered by Publisher and Company.

SONY/ATV MUSIC PUBLISHING LLC

By: _____

Name: James Kant

Title: _____

Date: 3/31/06

REDACTED

SCHEDULE A

Song #	Title	Artist	Writer/s	U.S. % Collected	U.S. % Licensed	Territory	Co-publisher %
88509	(I've Had) The Time Of My Life	Officer & A Gentleman	J. DeNicola,D. Markowitz, F. Previte	12.50%	12.50%	World Wide	25% R.U. Cyrius 37.50% Knockout Music Co. 25% Donald Jay Music Ltd.
39005	50,000 Names	George Jones	O'Hara	100.00%	100.00%	Worldwide	
127338	8 Days of Christmas	Destiny's Child	Knowles / McCalla	50%	50.00%	Worldwide	EWM Publishing 50%
127606	83	John Mayer	Mayer	100%	100.00%	World Wide	
112898	911	Wyclef Feat. Mary J Blige	Jean; DuPlessis; Brown; Cadet	47.50%	47.50%	World Wide	47.50% EMI Blackwood Music Inc. 5% Chappell Music
110756	9PM	AtB	Tonnenberger/Ferreros/Posada s/Riviera	50.00%	31.25%	World Wide	50% Cuatro Gatos y Producciones
83909	A Day In The Life	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide	
38092	A Little Respect	Erasure	Bell/Clarke	100.00%	100.00%	World Wide	
118200	A Love Before Time (Crouching Tiger Hidden Dragon Theme)	Theme	Calandrelli / Dun	100.00%	100.00%	Worldwide	
137936	A Moment Like This	Kelly Clarkson	Elofsson/Reid	50.00%	50.00%	World Wide	
131892	A Real Fine Place To Start	Sara Evans	Ducas/Foster	50.00%	50.00%	World Wide	
131973	A Year At A Time	Kevin Denny	Wilson/Demarcus	100.00%	100.00%	World Wide	
83910	Across The Universe	Beatles	Lennon/McCartney	66.67%Sony, 33.33% EMI	100.00%	World Wide	
	Addicted Love	BeBe and CeCe Winans	Winans/Winans/Thomas	50.00%	50.00%	World Wide	
67841	Adia	Sarah McLachlan	McLachlin/P. Marchand	50.00%	50.00%	World Excluding Canada	50% Studio Nomade Music
449448	Agnus Dei	Michael W. Smith	Smith	100.00%	100.00%	Worldwide	
593985	Ahora Quien	Marc Anthony	Estefano/Reyes	100.00%	100.00%	Worldwide	
130269	Ain't It Funny	Jennifer Lopez	Rooney / Lopez	100.00%	100.00%	Worldwide	
597582	Ain't Nothing Wrong	Houston	Edmonds/Dixon/Thomas/ Dawkins/Mason	17.50%	17.50%	World Wide	
84438	Air	Ben Folds Five	Ben Folds, Darren Jessee, Robert Sledge	100.00%	100%	World Wide	
547537	All Falls Down	Kanye West	Hill	100.00%	100%	World Wide	
44501	All For Love (The Three Musketeers)	Bryan Adams	Adams/Lange/Kamen	58.33%	58%	World wide	Zomba 33.33%, Wonderland Music Company 8.33%
102020	All I Wanna Do	Sheryl Crow	Gilbert, Kevin	Sony/ATV Tunes LLC (ASCAP) 16.50%	16.50%	World Wide	Warner-tamerlane 16.50% wb Music Corp 34%, Ignorant Music 16.50% , Alma Music Corp-Zen Iniquity 16.50%
48588	All I Want For Christmas Is You	Mariah Carey	Carey/Afanasieff	50.00%	50.00%	World Wide	
608781	All Jacked Up	Gretchen Wilson	McGehee/Rich/Wilson	33.34%	33.34%	World Wide	
53537	All My Love For Christmas	Lonestar	Wilson/Lawson	100.00%	100.00%	Worldwide	
83912	All My Lovin	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%		
55223	All Of The Above	Ty England	Waters, Chris	Sony/ATV Songs inc. o/b/o itself, Tree Publishing & Chris Waters Music (BMI) 50%	50.00%	World Wide	Ten Ten Tunes 50%
132195	All Rise	Blue	Eriksen / Rustan / Hermansen	30.00%	30.00%	Worldwide	Publishing Unknown 70%
83913	All Together Now	Beatles	Lennon/McCartney	66.67%Sony, 33.33% EMI	100.00%	World Wide	
83914	All You Need Is Love	Beatles	Lennon John/Mc Cartney Paul	66.67%Sony, 33.33% EMI	100.00%	World Wide	
41302	Alone Again (Naturally)	Gilbert O'Sullivan	O'Sullivan	100.00%	100.00%	World X UK, Japan, SE Asia	
117689	Always Come Back Your Love	Samantha Mumba	Eriksen / Rustan / Hermansen	33.34%	33.34%	Worldwide	Other publishing unknown
82696	Always Never The Same	George Strait	McBride/Green	Sony/Atv Songs LLC dba Tree pub. 50% / Big Tractor Music 50%	50.00%	Worldwide	
58638	Always You	Sophie Zelmani	Zelmani/Halapi/Starkie	100.00%	100.00%	World wide	
124396	AM TO PM (Spanish Version)	Christina Milian	Milian/ Karlsson/ Winnberg / Lopez	16.67%	16.67%	Worldwide	Havana Brown 33.33% / Merlin Music 50%
113587	Amazed	Poe	Danielewski Annie	60.00%	100.00%	World Wide	40% EMI April Music
395539	America	Neil Diamond	Diamond	100.00%	100.00%	Worldwide	
83915	And I Love Her	Beatles	Lennon John/Mc Cartney Paul	66.67%Sony, 33.33% EMI	100.00%	World Wide	
	Angel	Sarah McLauchlan	S McLauchlan	100.00%	100.00%	World Excluding Canada	
637956	Angels Losing Sleep	Our Lady Peace	Our Lady Peace/Raine	79.13%	79.13%		
98250	Army	Ben Folds Five	Ben Folds	100.00%	100%	World Wide	
78014	Around the Way Girl	LL Cool J	Smith/James/Williams	37.50%	38%	World Wide	
67035	Ascension (Don't Ever Wonder)	Maxwell	Menard/Shur	75.00%	75%	World Wide	
105918	Auld Lang Syne	Kenny G	Traditional arranged by Kenny G (Kenneth Bruce Gorelick), Walter Afanasieff	50.00%	50%	Worldwide	Kenny G Music 50%
503927	Baby I Love You	Jennifer Lopez	Barry/Lopez/Rooney/Shea	33.34%	33%	World Wide	
106549	Baby I'm A Want You	Bread	Gates David A	100.00%	100.00%	World Wide	
83921	Baby You're A Rich Man	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide	
35058	Baby, Baby, Baby	TLC	Edmonds/Reid/Simmons	33.34%	33%	World wide	Warner Tamerlane 66.66%
125573	Back From The Dead	Kid Rock	Peters	100.00%	100.00%	World Wide	
83922	Back In The USSR	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide	
38294	Back of the Bottom Drawer	Chely Wright	Rose/Wright	50.00%	50.00%	World Wide	
525721	Back When	Tim McGraw	Stevens/Smith/Lynch	33.34%	33.34%	World Wide	
52679	Bad Case Of Loving You	Robert Palmer	John Martin	100% Sony/ATV Songs	100.00%	World Wide	
81938	Bama Lama Bama Loo	Little Richard	Penniman	100% Sony/ATV Songs	100.00%	World Wide	
130250	Baya Baya	Safri Duo	Friis/Savery	100.00%	100.00%	World Wide	
124012	Band Of Brothers Main Theme- Cues	N/A	Kamen	87.50%	87.50%	World wide	L-T Music Publishing 12.5%

SCHEDULE A

Song #	Title	Artist	Writer(s)	US % Collected	US % Licensed	Territory	Co-publisher %
497293	Be As You Are	Kenny Chesney	Chesney/Dillon	100.00%	100.00%	World Wide	
110095	Be Bop A Lula	Gene Vincent	Davis/Vincent	83.33% Sony/ATV Songs	83.33%	US & Canada	Warner controls for rest of World
111149	Be Happy	Mary Mary	Atkins/Atkins/Turman/West	50.00%	50.00%	World Wide	
119314	Beautiful Goodbye	Jennifer Hanson	Hansen/Patton-Johnston	100.00%	100.00%	World Wide	
84106	Because	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00%	World Wide	
131824	Beer For My Horses	Toby Keith/Willie Nelson	Emerick/Keith	50.00%	50.00%	World Wide	Tokeco Songs 50%
78449	Beer Thirty	Brooks and Dunn	Dunn, Ronnie G.	Sony/ATV Songs LLC o/b/o itself, Tree Publishing Co. & Showbilly Music (BMI) 50%	50.00%	World Wide	Warner-Tamerlane Publishing Corp. / Constant Pressure Publishing 50%
83924	Being For The Benefit Of Mr. Kite	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide	
85196	Believe In You	Amanda Marshall	Marshall / Bazilian	50% Sony/ATV Songs LLC obo Sony Songs Canada / Metatune Inc	60.00%	Worldwide	WB Music Corp. 50%
51225	Better Things To Do	Terri Clark	Shapiro / Clark /Waters	47.50%	47.50%	Worldwide	Warner-Tamerlane 8.33% ; Mosaic 39.16% ; Diamond Struck 2.5% ; Mike Curb Music 2.5%
555212	Big Blue Note	Toby Keith	Emerick/Keith	50.00%	50.00%	Worldwide	
640471	Big Chips	Jay-Z & R. Kelly	Barnes/Carter/Kelly/Olivier	50.00%	50.00%	World Wide	
69994	Big Yellow Taxi	Amy Grant	Mitchell	100.00%	100.00%	World Wide	
518523	Bigger Than My Body	John Mayer	Mayer	100.00%	100.00%	Worldwide	
111339	Bills, Bills, Bills	Destiny's Child	Knowles, Beyonce G.	Sony/ATV Tunes LLC o/b/o Beyonce Publishing, Kelendrie Music Publishing & Lacoya Music Publishing/Sony/ATV Tunes (ASCAP) 10%	10.00%	World Wide	EMI Spril Music, Inc. 20% Windswept Publishing 70%
83925	Birthday	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide	
42014	Bitches Ain't Shit	Lil Jon & the Eastside Boyz ft. Nate Dogg & Snoop Dogg	Curry/Young/Broadus/Arnaud/ Brown	62.50%	62.50%	World Wide	
83928	Blackbird	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide	
118133	Blessed	Martina Mcbride	Lindsey / Verges / James	33.33%	33.33%	Worldwide	Famous Music Corp 33.33% / Songs Of Universal 33.33%
84764	Blue Jay Way 1	Beatles	Harrison	100.00%	100.00%	World Wide	
84754	Blue Jay Way 2	Beatles	Harrison	100.00%	100.00%	World Wide	
35968	Boot Scootin' Boogie	Brooks & Dunn	Dunn, Ronnie G.	100.00%	100.00%	World wide	
105754	Booh Call	Blackstreet	Sermon/Riley/Sylvers/Dickey/ Troutman/Troutman	37.50%	37.50%	World Wide	
118504	Bootylicious	Destiny's Child	Moore/Fusari/Knowles/Nicks	87.50%	87.50%	World Wide	
106535	Born Free	Roger Williams	Barry John/Black Donald	100.00%	100.00%	World Wide	
28725	Brand New Man	Brooks and Dunn	Cook, Don Kirby, Brooks, Leon E.	Sony/ATV Songs LLC o/b/o itself, Tree Publishing Co. & Showbilly Music (BMI) 66.66%Sony/ATV Tunes LLC o/b/o Fort Kix Music (ASCAP) 33.33%	100.00%	World Wide	
93458	Brass Monkey	Beastie Boys	Rubin / Horowitz / Yauch / Diamond	50.00%	50.00%	Worldwide	
504561	Breath	Blu Cantrell	Martin/Matias/Bemberry/ Bradford/Harris/Joiner/Mathers/ Aznavour	17.50%	17.50%	World Wide	
45152	Breathe Again	Toni Braxton	Edmonds	100.00%	100.00%	World wide	
45152	Breathe Again (Version 2)	Toni Braxton	Edmonds	100.00%	100.00%	World wide	
62899	Brick	Ben Folds Five	Folds/Jessee	100.00%	100.00%	World Wide	
107865	Broken Vow	Josh Groban	Fabian/Afanasieff	100.00%	100.00%	World Wide	
496337	Brokenheartsville	Joe Nichols	Daniels/Kees/Boudreaux/Mevis	50.00%	50.00%	World Wide	
118495	Brown Eyes	Destiny's Child	Knowles/Afanasieff	100.00%	100.00%	World Wide	
111338	BUG A BOO	DESTINY'S CHILD	Briggs, Burrus, Knowles, Roberson, Rowland, Luckett	7.50%	7.50%	Worldwide	EMI April tunes LLC 35% , Windswept Pacific 50%
67839	Building A Mystery	Sarah McLachlan	Sarah McLachlin	50.00%	50.00%	US	
106534	Burning Love	Elvis Presley	Linde Dennis	100.00%	100.00%	World Wide	
625466	B.Y.O.B.	System of a Down	Malakian/Tankian	100.00%	100.00%	World Wide	
546917	By The Time I Get To Phoenix	Glen Campbell	Webb	46.25%	46.25%	World Wide	
287760	By Your Side	Sade	Denman/Matthewman/Adu	100.00%	100.00%	World Wide	
81898	Call and Answer	Barenaked Ladies	Duffy/Page	Sony ATV Tunes obo Sony Uk 50% /Treat Baker Music	50.00%	Worldwide	
605036	Call Me	Fabulous	Barnes/Olivier/Jackson/Myers	25.00%	25.00%	World Wide	Publisher Unknown 25%
104086	Calm Like A Bomb	Rage Against The Machine	De La Rocha/ Commerford/ Morello/Wilk	100.00%	100.00%	World Wide	
45147	Can We Talk	Tevin Campbell	Edmonds/Simmons	75.00%	75.00%	World Wide	
145743	Candida	Levine/Wine	Tony Orlando & Dawn	Sony/Lastrada 55%	55.00%	World Wide	
83927	Can't Buy Me Love1	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide	
83927	Can't Buy Me Love2	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide	
84106	Carry That Weight	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00%	World Wide	
9519	Cater 2 U	Destiny's Child	Knowles/Williams/Lewis/Waller/ Jerkins/Rowland	39.16%	39.18%	World Wide	
133747	Caught In The Middle	A1	Adams / Marazzi / Porter / Mitra	50.00%	50.00%	Worldwide	50% Publishing Unknown
	Celos	Marc Anthony	Anthony/Jaen	25.00%	25.00%		
38093	Chains Of Love	Erasure	Bell/Bell/Martin	100.00%	100.00%	World wide	
107650	Change Of Heart	Theme	Bule / Cobb	100.00%	100.00%	Worldwide	

SCHEDULE A

Song #	Title	Artist	Writer/s	US % Collected	US % Licensed	Territory	Co-publisher %
127184	Cheatin' On Me	50 Cent	Barnes/Olivier/Jackson/ Burruss/ Gates	33.34%	33.34%	World wide	
70048	Cherokee Louise	Joni Mitchell	Mitchell	100.00%	100.00%	World Wide	
101133	Chicago	Graham Nash	G. Nash	100.00%	100.00%	World Wide	
515443	Chipmunk Song	Alvin & The Chipmunks		100.00%	100.00%	World X Eurpoe	
119402	Chocolat - Vianne Sets Up Shop	Theme (Incidental Music)	Rachel / Portman	100.00%	100.00%	Worldwide	
128658	Chop Suey	System of a Down	Malakian/Tankian/Dolmayan/ Odadjian	100.00%	100.00%	World Wide	
519513	Clarity	John Mayer	Mayer	100.00%	100.00%	World Wide	
525305	Class Reunion (That Used To Be Us)	Lonestar	McDonald/Myers/Ptrimmer	33.34%	33.34%	World Wide	
31750	Cleopatra Queen Of Denial	Ham Tills	Tills/DiPiero/Buchingham	66.67%	66.67%	Worldwide	
598074	Cold	Crossfade	Sloan	100.00%	100.00%	World Wide	
603835	Come A Little Closer	Dierks Bentley	Bentley/Beavers	100.00%	100.00%	World Wide	
84109	Come Together	Beatles	Lennon John/Mc Cartney Paul	64.167% Sony, 35.833 EMI	100.00%	World Wide	
101412	Computer World	Kraftwerk	Hueller / Schneider-Esleben / Schult / Bartos	75.00%	75.00%	Worldwide	Edition Positive Songs 25%
113581	Control	Roe	Danielewski Annie	60.00%	100.00%	World Wide	40% Let's Get There Music
54563	C-O-U-N-T-R-Y	Joe Diffie	Harbin, Ronald S., Ed Hill, Dusty Drake	Sony/ATV Tunes LLC o/b/o Kim Williams Music (ASCAP) 33.33%,	33.33%	World Wide	CAREERS-BMG MUSIC PUBLISHING / MUSIC HILL MUSIC 33.33% DUSTY DRAKE MUSIC GROUP 33.33
137560	Cowboys Like Us	George Strait	DiPiero/Smith	50.00%	50.00%	World Wide	
993	Crazy	Patsy Cline	Nelson Willie (USA)	100.00%	100.00%	World	
604089	Crazy In Love	Eminem	Wilson/Wilson/Fisher/Matthers/ Resto	25.00%	25.00%	World Wide	
58343	Cruel Summer	Bananarama	Fahey / Woodward / Swain/ Jolloy / Dallin	25% Sony/ATV Tunes LLC obo Sony/ATV Music Publishing UK Ltd	25.00%	Worldwide	Polygram Music Ltd. 25% / In A Bunch Music 50%
450364	Crying	Roy Orbison	Nelson/Orbison	62.50%	62.50%	US	
119499	Crying At The Discotheque	Alcazar	Rodgers / Edwards / Bard / Wollbeck / Goulos / Hansson	25.00%	25.00%	Worldwide	Warner Chappell 25% ; BMG Songs, Inc. 12.5% ; Songs of Universal 37.5%
109819	Damien	DMX	Blackman/Simmons	50.00%	50.00%	World Wide	
624733	Dance, Dance	Fall Out Boy	Wentz/Stump/Trohman	100.00%	100.00%	Worldwide	
503965	Dance For Me	Mary J. Bilge	Sting/Bilge/Blackman/Miller	17.50%	17.50%	World Wide	
1049	Dang Me	Roger Miller	Miller	100.00%	100.00%		
447616	Danger High Voltage	Electric 6	Spencer/Frezza/Nawera/ Seiph/Martin	100.00%	100.00%	World Wide	
188507	Dangerously In Love	Destiny's Child	McCalla/Knowles	50.00%	50.00%	World Wide	
519511	Daughters	John Mayer	Mayer	100.00%	100.00%	World Wide	
83932	Day Tripper	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide	
131223	Dazz		Irons/Hargis/Ransom	50.00%	50.00%	World Wide	
83933	Dear Prudence	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide	
598077	Death Trend Setta	Crossfade	Sloan	100.00%	100.00%	World Wide	
42398	Department Of Youth	Alice Cooper	Cooper/Ezrin/Wagner	50% Sony, 50% Undercut Music	50.00%	World Wide	
527547	Deseos De Cosas Imposibles	La Oreja De Van Gogh	Montero/Benegas/Fernandez/ Fuentes	100.00%	100.00%	World Wide	
127164	Differences	Ginuwine	Lumpkin/Oliver	50.00%	50.00%	World Wide	
1029	DIVORCE	Tammy Wynette	Babcock/Putman	100.00%	100.00%	World Wide	
109177	Dizzy	Tommy Roe	Roe/Weller	50% Sony/ATV Songs	50.00%	World Wide	
	Do It For Love	Daryl Hall & John Oates	Mann/Oates/Hall/Pesco	10.00%	10.00%	WorldWide	
604721	Doc Ock Suite	Theme	Elfman	100.00%	100.00%	World Wide	
98248	Don't Change Your Plans	Ben Folds Five	Ben Folds	100.00%	100%	World Wide	
58609	Don't Get Me Started	Rhett Akins	Akins/Hogin/Sanders	61.11%	61%	World Wide	
38057	Don't Go	Yaz	V Clarke	100.00%	100.00%	World Wide	
105408	Don't Know Why	Norah Jones	Harris	100.00%	100.00%	World Wide	
610473	Don't Let Me Die	Jay-Z & R. Kelly	Carter/Kelly/Barnes/Olivier/ Mosely	16.67%	16.67%	World Wide	
84111	Don't Let Me Down	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00%	World Wide	
902086	Don't Let Your Babies Grow Up To Be Cowboys	Willie Nelson	Bruce/Bruce	100.00%	100.00%	World Wide	
528479	Don't Lie (No No No)	Black Eyed Peas	Ferguson/Gomez/Adams/ Pineda	33.34%	33.34%	World Wide	
110755	Don't Stop	ATB	A. Tanneberger	100.00%	62.50%	World Wide	No other publisher listed
110755	Don't Stop (Alert)	ATB	A. Tanneberger	100.00%	62.50%	World Wide	No other publisher listed
243889	Doo Wop (That Thing)	Lauryn Hill	Hill	100.00%	100.00%	World Wide	
114035	Dot	Destiny's Child	McCalla/Knowles	62.50%	62.50%	World Wide	
343012	Down 4 You	Irv Gotti Presents The Inc	Atkins Jeffrey B. Aurelius Seven Marcus, Douglas Ashanti C, Jamon Tiffany Lane, Lorenzo Irving Domingo, Parker Andre Frank, Troutman Larry, Troutman Roger	25.00%	25.00%	World Wide	
138402	Drinkin' Bone	Tracy Byrd	Phillips/Bearthard	50.00%	50.00%	World Wide	
83936	Drive My Car	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide	
108388	Dusic	Brick	Brown/Hargis/Ranson	100.00%	100.00%	World Wide	
66577	Eastendes Theme	Eastenders	May/Osborne	100.00%	100%	World Wide	
83937	Eight Days A Week	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide	
528248	Encore	Jay-Z	Cater/West	25.00%	25.00%	World Wide	
44238	End Of The Road	Boyz II Men	Edmonds/Reid/Simmons	44.37%	44.37%	World Wide	Warner 44.37%, Ensign 25%
446111	Endless Helpless Hoping	Josh Gracin	Garret/Kosser	100.00%	100.00%	World Wide	

SCHEDULE A

Song #	Title	Artist	Writers	US % Collected	US % Licensed	Territory	Co-publisher %
451204	Entre En Mi Vida	Sin Bandera	Garcia/Schajris	50.00%	50.00%	World Wide	
83938	Eleanor Rigby	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide	
593996	Escapemonos	Marc Anthony	Estefano/Reyes	100.00%	100.00%	World Wide	
37753	Eternal Flame	Bangles	Steinberg/Kelly/Hoffs	66.67% Sony, 33.33% Bangophile music	66.67%	World Wide	
24452	Every Little Step	Bobby Brown	Edmonds/Reid	67.50%	67.50%	World wide	Warner 32.5%
83940	Every Little Thing She Does	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide	
83939	Everybody's Got Something To Hide	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide	
538815	Everything	Fefe Dobson	Dobson/Levine/McCollum	100.00%	100.00%	World Wide	
130248	Everything	Safri Duo	Friis/Savory	100.00%	100.00%	World Wide	
106555	Everything I Own	Bread	Gates, David A.	Sony/ATV Tunes LLC (ASCAP)	100.00%	World Wide	
243894	Ex-Factor	Lauryn Hill	Hill	50.00%	50.00%	World Wide	
517476	Extraordinary	Liz Phair	Phair/Edwards/Spock/Christy	25.00%	25.00%	World Wide	
524013	Fallen	Sarah McLachlan	McLachlan	100.00%	100.00%	World X Canada	
527598	Fallen	Nya	Shelton/Veney/Hill/Bonfa/Toledo	25.00%	25.00%	World Wide	
24252	Fantastic Voyage	Lakeside	Alexander / Beavers / Craig / Shockley / Stokes / Wood / Mccain / Shelby	100% Sony/ATV Tunes LLC dba Portrait /Solar	100.00%	Worldwide	
102771	Feelin' So Good	Jennifer Lopez	Combs/Rooney/Lopez/ Standard/Loglos/Cartagena	25.00%	25.00%	World Wide	
98468	Fight For Your Right	Beastie Boys	Rubin/Horowitz.Yauch	65% Sony / 33.33% Brooklyn Music	65.00%	World Wide	
83942	Fixing A Hole	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide	
84107	Fool On The Hill	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide	
83943	For No One	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide	
51210	Fraggle Rock 1	Muppets	P. Balsam, D. Lee-D. Gillis?	100.00%	100.00%	World Wide	
51210	Fraggle Rock 2	Muppets	P. Balsam, D. Lee-D. Gillis?	100.00%	100.00%	World Wide	
663809	Freeak! '04	George Michael	Cushman/Flynn/Jackman/ Michael	25.00%	25.00%	World Wide	
74317	Friends In Low Places	Garth Brooks	Blackwell/Lee	50.00%	50.00%	World Wide	
57912	Fu Gee La	Fugees	Remi/Brockert/McGrier/Hill/ Jean	25.00%	25.00%	World Wide	
20453	Gambler	Kenny Rogers	Schlitz, Don	Sony/ATV Tunes LLC (ASCAP)	100.00%	World Wide	
107450	Games People Play	Joe South	Joe South	100.00%	100.00%	World Wide	
523391	Georgia Rain	Trisha Yearwood	Rochelle/Hill	50.00%	50.00%	World Wide	
422719	Get At Me Dawg	DMX	Blackman/Fields/Simmons/ Taylor	25.00%	25.00%	World Wide	
84113	Get Back	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00%	World Wide	
330784	Get Free	The Vines	Nicholls	100.00%	100.00%	World X Australia/New Zealand	
133984	Get This Money	Jay-Z & R. Kelly	Kelly/Barnes/Carter	25.00%	25.00%	World Wide	
653207	Get XXX'd	J-Kwon ft. Petey Pablo & Ebony Eyez	Jones/Kent/Williams/Williams	25.00%	25.00%	World Wide	
83949	Getting Better	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide	
75998	Getting' Jiggy Wit It	Will Smith	Rodgers / Edwards / Smith	30.00%	30.00%	Worldwide	Warner Tamerlane 30% / Treyball Music, Inc. 40%
78030	Ghetto Superstar	Pras	Pras/Jean/Gibb/Gibb/Gibb/ Jones	15.00%	15.00%	World Wide	60% Careers-BMG Music Publishing, Inc. 5% Wu Tang Publishing 5% TCF Music Publishing 15% Publisher Unknown
619088	Ghettochip Malfunction (Hell Yes)	Beck	Hansen/King/Simpson	50.00%	50.00%	World Wide	
63425	GI Joe Cues	TV Show Music	Bryant / Douglas / Walsh	100.00%	100.00%	Worldwide	
45791	Gin and Juice	Snoop Dogg	Casey/Finch/Broadus/Young/ Arrington/Adams	5.00%	5.00%	World Wide	
83950	Girl	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide	
619089	Girl	Beck	King/Simpson/Hansen	70.00%	70.00%	World Wide	
40179	Girl You'll Be A Woman Soon	Neil Diamond	Diamond	100.00%	100.00%	Worldwide	
614168	Girls	Cam'ron	Giles/Charlemagne/Hazard	75.00%	75.00%	World Wide	
33102	Girls Just Wanna Have Fun	Cindi Lauper	R. Hazard	100.00%	100.00%	World Wide	
84114	Give Peace A Chance	John Lennon	J. Lennon	64.167% Sony, 35.833 EMI	100.00%	World Wide	
83951	Glass Onion	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide	
625338	Go	Common feat. John Mayer	Mayer/West/Lynn	20.00%	20.00%	World Wide	
130884	Go On	George Strait	Martin/Nesler	37.50%	37.50%	World Wide	
127214	God, Family & Country	Craig Morgan	Morgan / Morris / McDaniel	33.34%	33.34%	Worldwide	Craig Morris Music 66.66%
22806	God Is A DJ	Pink	Mann/Moore/Davis	90.00%	90.00%	World Wide	
5494	God's Will	Martina McBride	Dean/Douglas	50.00%	50.00%	World Wide	
7296	Godzilla	Blue Oyster Cult	Roeser, Donald	100.00%	100.00%	World Wide	
75608	Going Back To Cali	LL Cool J	Smith/Rubin	87.50%	87.50%	World Wide	
105219	Going Back To Cali	Notorious B.I.G.	Wallace/Harvey/Troutman/	31.25%	31.25%	Worldwide	EMI 50%, Rubberband Music 18.75%
84115	Golden Slumbers	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00%	World Wide	
106532	Goldfinger	Theme	L. Bricusse, A. Newley, J. Barry	100.00%	100.00%	World Wide	

SCHEDULE A

Song #	Title	Artist	Writer/s	US % Collected	US % Licensed	Territory	Co-publisher
77167	Gone Til November	Wyclef Jean	Jean, Wyclef	Sony/ATV Tunes LLC / Huss-Zwingli Publishing Inc. (ASCAP) 100%	100.00%	Worldwide	
83952	Good Day Sunshine	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide	
111148	Good Die Young	50 Cent	West/Jackson	50.00%	50.00%	World Wide	50 Cent Music
83953	Good Morning	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide	
53742	Good Times	Chic	Rogers, Nile G. . Bernard Edwards	Sony Songs Tommy Jymi Inc. (BMI) 50%	50.00%	World Wide	Bernards other music 50%
74097	Got Til It's Gone	Janet Jackson	Harris/Lewis/Jackson/Fareed	71.25%	71.25%	World Wide	
117287	Got To Be Certain	Kylie Minogue	Waterman/Aitkens/Stock	33.34%	33.34%	World Wide	
106719	Got To Get It	Sisqo	West / Andrews	40.00%	40.00%	Worldwide	Da Ish Entertainment 40%
83955	Got To Get You Into My Life	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide	
	Gots My Own	Destiny's Child	Rowland/Knowles/Garrett/Williams/Jerkins	40.00%	40.00%	World Wide	
1740	Green Green Grass Of Home	Tom Jones; Porter Wagoner	Putman	100.00%	100.00%		
104094	Guerrilla Radio	Rage Against The Machine	Commerford/De La Rocha/ Morello/Wilk	100.00%	100.00%	World Wide	
550219	Guitars and Tiki Bars	Kenny Chesney	Chesney/Dillon/Tamburino	66.67%	66.67%	World Wide	
112593	The Hampster Dance Song		DeBoer / Grace / Miller	66.67%	66.67%	SMP controls only in US, Canada, Central America ans Mexico	LFJ Publishing 33.33%
83956	Happiness Is A Warm Gun	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide	
82931	Happy Radio (City Till I Die)	Bradford	Edwin Starr	100.00%	100.00%	World Wide	
83957	Hard Day's Night	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide	
113567	Haunted	Poe	Danielewski Annie	50.00%	100.00%	World Wide	21% Music of Windswept, 21% EMI April Music
324698	Have You Ever Been In Love	Celine Dion	Bagge, Laila/Bagge, Anders/Hall/Nichols/Astrom	5.00%	5.00%	World Wide	Bag Father Music 5%, Murlyn Songs/Universal Pub. 23.33% BMG/GoodGroove LTD 23.34% BMG/Hallowed Hall INC 25% EMI Blackwood Music INC 23.33%
53994	Have You Ever Really Loved A Woman	Bryan Adams	Adams/Lange/Kamen	33.33%	33.33%	World wide	Zomba 33.33%, New Line 33.33%
1860	He Stopped Loving Her Today	George Jones	Braddock	100.00%	100.00%	World Wide	
	He's My Guide	The Soul Stirrers	Cooke	100.00%	100.00%	World Wide	
595354	Headsprung	LL Cool J	Smith/Mosley	50.00%	50.00%	World Wide	
1895	Heartaches By The Number	Dwight Yoakim	Howard	100.00%	100.00%	World Wide	
1900	Heartbreak Hotel	Elvis Presley	Axton/Durden/Presley	100.00%	100.00%	World Wide	
87118	Hearts Are For When You Want To Love Someone	George Burns/Collin Raye	Gordon/Paxton	Sony/ATV Tunes 50% / Emi-Blackwood.Fullness Music, Center Stream Music 50%	50.00%	Worldwide	
83958	Hello Goodbye	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide	
83960	Help	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide	
527373	Help Pour Out The Rain	Buddy Jewell	Jewell	100.00%	100.00%	World Wide	
83961	Helter Skelter	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide	
84117	Her Majesty	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide	
83962	Here There & Everywhere	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide	
450542	Hey Good Lookin'	Jimmy Buffet feat. Clint Black	Williams	100.00%	100.00%	World Wide	
83964	Hey Jude 1	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide	
83964	Hey Jude 2	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide	
118052	Hey Pretty (lp version)	Poe	Danielewski Annie	50.00%	100.00%	World Wide	15% Wilder Kingdom Music, 35% Ken Burgomaster Music
330789	Highly Evolved	The Vines	Nichols	100.00%	100.00%	World X Australia/New Zealand	
96950	HIT ME WITH YOUR BEST SHOT	PAT BENATAR	E.Schwartz	100.00%	100.00%	Worldwide	
110978	Hits From The Bong	Cypress Hill	Freese/Hurley/Muggerud/ Wilkins	50.00%	50.00%	World Wide	
	Home	Michael Buble	Buble/Foster-Gillies/Change	33.33%	33.33%	World Wide	
133699	Home and Dry	Pet Shop Boys	Tennant/Lowe	100%	100%	World wide	
537501	Homewrecker	Gretchen Wilson	Wilson/Teren/Rutherford	33%	33%	World Wide	
492125	Honesty (Write Me A List)	Rodney Adams	Keat/Carr	50%	50%	World Wide	
83966	Honey Pie	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide	
31856	Hot Mama	Trace Adkins	Shapiro/Beathard	100.00%	100.00%	World Wide	
394938	Hotel	Cassidy feat. R Kelly	Edwards/Rogers/Reese/ Dean/ Kelly	20.00%	20.00%	World Wide	
130377	How Am I Doin'	Dierks Bentley	Bentley/Beavers	50.00%	50.00%	World Wide	
	How Do You Know	Gemini	Tommy Faragher, Nick Howard	100% SAMP-Australia	100.00%	World Wide	

SCHEDULE A

Song #	Title	Artist	Writers	US % Collected	US % Licensed	Territory	Co-publisher
110127	How To Rob	50 Cent	Barnes/Oliver/Casey/Finch/ Jackson/Angelettie	20.00%	20.00%	World Wide	
611016	How We Do	The Game	Mason, Young, Jackson, Elizondo, Hughes, Deyo, Taylor	50.00%	50.00%	World Wide	
138059	How'd I Wind Up In Jamaica	Tracy Byrd	Beathard/Heeney	100.00%	100.00%	World Wide	
2141	Husbands and Wives	Brooks & Dunn	Miller	100.00%	100.00%		
107466	Hush	Larry Williams / Deep Purple	Joe South	100% Sony/ATV Songs	100.00%	World Wide	
600983	Hush	LL Cool J	Aurelius/Bushnell/Graham/ Mims/Smith	35.00%	35.00%	World Wide	
625498	Hypnotize	System of a Down	Malakian/Tankian	100.00%	100.00%	World Wide	
631743	Hypothetically	Lyle Jennings	Jennings	100.00%	100.00%	World Wide	
83967	I Am The Walrus (Fr "Magical Mystery Tour)	Beatles	Mc Cartney, Paul , John Lennon	Sony/ATV Tunes LLC (ASCAP) 100%	100.00%	World Wide	
495852	I Believe	Diamond Rio	Kees/Ewing	100.00%	100.00%	World Wide	
553521	I Believe	Fantasia	Gray/Watters/Biancaniello	33.34%	33.34%	World Wide	
1158334	I Can't Take You Anywhere	Scotty Emerick	Emerick/Keith	50.00%	50.00%	World Wide	
51357	I Could Fall In Love	Selena	Thomas	100.00%	100.00%	Worldwide	
37767	I Drove All Night	Celine Dion/Cyndi Lauper	Steinberg/Kelly	100.00%	100.00%	Worldwide	
83971	I Feel Fine	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide	
266595	I Go Back	Kenny Chesney	Chesney	100.00%	100.00%	World Wide	
496226	I Got A Feelin'	Billy Currington	Beathard/Currington/ Chamberlain	33.33%	33.33%	World Wide	
2321	I Gotta Get Drunk	Willie Nelson	Nelson	100.00%	100.00%		
104117	I Just Died In Your Arms Tonight	Cutting Crew	Eada	100.00%	100.00%	World Wide	
105435	I Keep Looking	Sara Evans	Evans / Shapiro / Martin	91.66%	91.66%	Worldwide	8.33% Mosaic
107632	I Love The Nightlife	Alicia Bridges	Bridges/Hutcheson	100% Sony/ATV Songs	100.00%	World Wide	
523252	I Love This Bars	Toby Keith	Keith/Emerick	50.00%	50.00%	World Wide	
80160	I Love You	Martina McBride	Hyler / Follese / Follese	33.33%	33.33%	World ex. Italy	Bud Dog Music, Inc. 33.33% / Scott and Soda Music 33.33%
123833	I Melt	Rascal Flatts	Levox/Thrasher	33.34%	33.34%	World Wide	
107320	I Miss My Friend	Darryl Worley	Martin / Nesler / Shapiro	58.33%	58.33%	Worldwide	8.33% Mosaic ; 33.33% Crutchfield Music
24295	I Miss You	Klymaxx	Maisby	100.00%	100.00%	World Wide	
1123853	I Need A Vacation	Rebecca Lynn Howard	Howard/Gatcher	50.00%	50.00%	World Wide	
77993	I Need Love	LL Cool J	Ervin/Pierce/Simon/Smith	56.25%	56.25%	World Wide	
103292	I Need To Know	Marc Anthony	Rooney/Anthony	100.00%	100.00%	World wide	
116656	I Should Be So Lucky	Kylie Minogue	Stock/Aitken/Waterman	33.34%	33.34%	World wide	All Boys Music 33.33%, Sid's Songs 33.33%
83989	I Should Have Known Better	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide	
37769	I Touch Myself	The Divinyls	Kelly, Tom / Steinberg, William E.	Sony/ATV Tunes LLC o/b/o Sony Tunes, Inc. (ASCAP) 60%	60.00%	World Wide	EMI AUSTRALIA 40%
110829	I Wanna Be With You	Mandy Moore	Thomas/ Pelken/ Arbuckle	65% Sony/ATV Tunes / Yellow Elephant Music / New Columbia Pictures ; 5% Sony/ATV Songs / Colpix Music Sushi Too Music	65.00%	World wide	Sushi Too Music 35% ; 4.37% publishing Unkn
599604	I Wanna Do It All	Terri Clark	Nichols/Giles/Godard	33.34%	33.34%	World Wide	
106784	I Wanna Love You Forever	Jessica Simpson	Louis Biancaniello ,Watters, Samuel J.	Sony/ATV Tunes LLC o/b/o S M Y 50%	50.00%	World Wide	Breakthrough Productions 50%
338354	I Want To Live	Josh Gracin	James/Rutherford	50.00%	50.00%	World Wide	
519023	I Want You	Thalia feat. Fat Joe	Rooney/Bruno/Cartagena/ Russell	20.00%	20.00%	World Wide	
53761	I Want Your Love	Chic	Edwards / Rodgers	50% Sony/ATV Songs LLC	50.00%	Worldwide	Warner Chappell / Bernards Other Music 50%
83996	I Will	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100%	World Wide	
56937	I Will Remember You	Sarah McLachlan	McLachlin/Egan/Morenda	40.00%	40.00%	World excluding Canada	20% 20th Century Fox 40% Fox Film Music, Inc.
125458	I Wish I Didn't Miss You	Angie Stone	Martin / Matias / Huff / McFadden / Whitehead	20.00%	20.00%	Worldwide	Warner-Tamerlane 60% / Ghetto Fabulous Entertainment 20%
464267	I Wonder Do You Think Of Me	Kenny Chesney	Shafer	100.00%	100.00%	World Wide	
45900	Ice Ice Baby	Vanilla Ice	Van Winkle/Brown	8.66%	8.66%	World Wide	
106561	If	Bread	Gates David A	100.00%	100.00%	World Wide	
292324	If I Want To	Usher	Raymond/Dupri/Cox/Edmonds/ Wallace/Oxton	25.94%	25.94%	World Wide	
642116	If It's Lovin' That You Want	Rihanna	Barnes/Rock/Makeba/ Mosely/ Olivier/Parker	32.50%	32.50%	World Wide	
102019	If Ya Getting Down	Five	Conlon / Brown / Breen / Stannard / Gallagher / Cleveland	25.00%	25.00%	Worldwide	Polygram 12.5% / Windswept Pacific 62.5%
527462	If You Ever Stop Loving Me	Montgomery Gentry	Dipiero/Rutherford/Shapiro	66.67%	66.67%	World Wide	
19466	If You Had My Love	J-Lo	Lopez, Jennifer L. , Mark Rooney, Lashawn Daniels, Fred Jerkins III, Rodney Jerkins	Sony/ATV Songs LLC (BMI) 15%	15.00%	World Wide	Nuyorican Publishing 5%, lashawn Daniels Publishing Designee 18%, Rodney Jerkins Productions 50%, Fred Jerkins Productions 12%
51585	If You Loved Me	Tracy Lawrence	Nelson / Shapiro	60.00%	60.00%	Worldwide	Warner Tamerlane 50% ; Mosaic Music 12.5%
505037	If You're Not The One	Daniel Bedingfield	Daniel Bedingfield	100.00%	100.00%	World Wide	
83977	I'll Follow The Sun	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide	
546912	I'll Have To Say I Love You In A Song	Jim Croce	Croce	100.00%	100.00%	World Wide	
130134	I'll Think Of A Reason Later	Lee Ann Womack	Martin / Nichols	37.50%	37.50%	Worldwide	EMI Blackwood 50% ; Mosaic Music 12.5%

SCHEDULE A

Song Pos	Title	Artist	Writers	US % Collected	US % Territory Licensed	Co-publisher
116309	I'm A Thug	Trick Daddy	Vanhoy/Young/Duggins	Sony/ATV Songs dba tree pub. 50% / First N' Gold 50%	50.00%	Worldwide	
77985	I'm Bad	LL Cool J	Erving/Pierce/Smith	56.25%	56.25%	World Wide	
505065	I'm Glad	Jennifer Lopez	Rooney/Lopez/-Oliver/Weaver	60.00%	60.00%	World wide	
130266	I'm Gonna Be Alright	Jennifer Lopez	Lopez/Rooney/Oliver/Cook/ Lapread	60.00%	50.00%	World wide	EMI 40%
83984	I'm Looking Through You	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide	
83985	I'm Only Sleeping	Beatles	Lennon / Mccartney	66.67% Sony, 33.33% EMI	100.00%	World Wide	
108757	I'm Outta Love	Anastacia	Anastacia, Sam Watters, Louis Biancaniello	42.50%	42.50%	Worldwide	BREAKTHROUGH CREATIONS 42.50 / PO HO PRODUCTIONS 15.00
130263	I'm Real	Jennifer Lopez	J. Lopez, T. Oliver, C. Rooney, L.E.S.	Splits Unconfirmed			
83985	I'm So Tired	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide	
447690	I'm The Man	Joe Jackson	Jackson	100.00%	100.00%	World Wide	
103171	In Another World	Joe Diffie	Shapiro / Wilson / Yeary	33.33%	33.33%	Worldwide	Songs Of Dreamworks 33.33% / Hookline East 16.66% / Madeline Grace 16.66%
91456	In My Life	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide	
106531	In The Ghetto	Presley, Elvis	M Davis	75.00%	75.00%	World Wide	25% R and H Music Co.
58345	In The Summertime	Mungo Jerry	Ray Dorset	50.00%	50.00%	World Wide	Polygram controls the other 50%
131672	In Your Eyes	Kylie Minogue	Stannard / Minogue / Gallagher / Howes	25% Sony/Atv Tunes LLC obo Sony/ATV Music Publishing UK Ltd.	25.00%	Worldwide	Publishing Unknown 75%
	Independence Day	Carrie Underwood	Peters	100.00%	100.00%	World Wide	
113540	Independent Women Part 1	Destiny's Child	Rooney,Mark/ Barnes,Samuel/ Olivier,Jean Claude / Knowles,Beyonce	100.00%	100.00%	Worldwide	
524128	Industry	Wyclef Jean	Jean/Duplessis/Whithorspoon/Riser/Dean	37.50%	37.50%	World Wide	
129519	Insatiable	Darren Hayes	Hayes / Afanasieff	50.00%	50.00%	Worldwide	Rough Cut Music 50%
82237	Inside Out	Trisha Yearwood	Adams / Peters	100.00%	100.00%	Worldwide	
99447	Is Anybody Home	Our Lady Peace	Maida/Lanni	Sony/ATV Tunes obo Sony Canada & Under Zenith Pub 50% / Lanni Tunes 50%	50.00%	Worldwide	
477697	Is She Really Going Out With Him	Joe Jackson	Jackson	100.00%	100.00%	World Wide	
593756	Island Boy	Kenny Chesney	Chesney/Tamburino/Vassar	33.34%	33.34%	World Wide	
114251	It's Alright To Be A Redneck	Alan Jackson	MacLaughlin / Kenner	1250.00%	12.50%	Worldwide	
501148	It's Getting Better All The Time	Brooks & Dunn	Bowman/Cook	100.00%	100.00%	World Wide	
83991	It's Only Love	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide	
83993	I've Just Seen A Face	Beatles	Lennon / Mccartney	66.67% Sony, 33.33% EMI	100.00%	World Wide	
187953	Jackin' 4 Beats	Ice Cube	O'Shea/Jones/Baker/Whealon/ Barbata/Kaylan/Volman/Smith/ Troutman/Pons/Shider/ Nichols/ Jacobs	9.38%	9.38%	World Wide	
450461	Jambalaya	K-paz de la Sierra	Williams	100.00%	100.00%	World Wide	
81942	Jenny Jenny	Little Richard	Johnson Enotris/Penniman Richard W	100.00%	100.00%	World Wide	
517063	Jenny From tha Block	J-Lo	Oliver, Oliver, Deyo, Lopez, Oliver Barnes	9.20%	9.20%	World Wide	
619368	Jesus, Take The Wheel	Carrie Underwood	Lindsey/James/Sampson	33.34%	33.34%		
518391	Jeopardy Theme	n/a	Griffen	100.00%	100.00%	World Wide	
116727	Jezebel	Chely Wright	Hummon / Demarcus	50% Sony/ATV Songs LLC dba Tree Publishing Co. / Songs of Teracol	50.00%	Worldwide	Careers-BMG Music Publishing Inc. 50%
126643	Jigga That Nigga	Jay-Z	Carter / Olivier / Barnes	33.34%	33.34%	Worldwide	Lil' Lulu Publishing 50% / Shelles House 16.66%
78011	Jingling Baby	LL Cool J	Smith/Corley/Simon	40.31%	40.31%	World Wide	
83997	Julia	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide	
111335	JUMPIN' JUMPIN'	DESTINY'S CHILD	Elliot, Knowles, Moore, Alexande	50.00%	50%	Worldwide	353 MUSIC PUBLISHING 50%
606532	Just A Moment	Nas	Edwards/Nas/Lewis/Peacock/ Rc	25.00%	25%	World Wide	
38065	Just Can't Get Enough	Depeche Mode	V. Clarke	100.00%	100.00%	World Wide	
80776	Just Once	James Ingram	Mann/Weil	100.00%	100.00%	World Wide	
130109	Just To See You Smile	Tim McGraw	Nesler / Martin	37.50%	37.50%	Worldwide	Mosaic Music 12.5% ; Glitterfish Music Inc. 50%
450707	Kaw-Liga	Hank Williams	Williams/Rose	100.00%	100.00%	World Wide	
526873	Keg In The Closet	Kenny Chesney	Chesney/James/Onaly	100.00%	100.00%	World Wide	
604139	Kerosene	Miranda Lambert	Lambert/Earle	50.00%	50.00%	World Wide	
109219	Key Largo	Bertie Higgins	Higgins E Elbert Joseph/Limbo Sonny	75.00%	75.00%	World Wide	25% Warner/Chappell
538123	Key Lime Pie	Kenny Chesney	Anderson/Cannon/Chesney	33.34%	33.34%	World Wide	
67111	Killing Me Softly With His Song	Roberta Flack; Fugees	Fox Charles/Gimbel Norman	50.00%	50.00%		50% Fox-Gimbel Productions, Inc.
14386	King of Sorrow	Sade	Adu/Denman/Hale/Mattowman	100.00%	100.00%	World Wide	
3328	KING OF THE ROAD	ROGER MILLER	Roger Miller	100.00%	100%		
546911	Knock Three Times	Tony Orlando & Dawn	Brown/Levine	27.50%	28%	World Wide	
595021	La Locura	Yahir	Jaen/Vergara	33.33%	33%	World Wide	
627428	La Tortura	Shakira	Mebarak/Sanz/Ochoa	100.00%	100%	World Wide	
114260	Lady (Hear Me Tonight)	Modjo	Rodgers / Edwards / Destagnol / Tranchart	25.00%	25%	World	Les Nouvelles Editions Eddie Barclay (France) 50%

SCHEDULE A

Song #	Title	Artist	Writer(s)	US % Collected	% Collected	Territory	Co-publisher
83998	Lady Madonna	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide	
51000	Landslide	Dixie Chicks	Nicks	100.00%	100.00%	World Wide	
79136	Laughter In The Rain	Neil Sedaka	Cody Phillip/Sedaka Neil	12.50%	12.50%	World Wide	16.87% EMI Jemaxal Music, Inc. 22.50% EMI Sosaha 27.50% Songs of SJL-RSL Music 20.62% SJL-RSL Songs Company
524335	Learn Chinese	Jin feat. Wyclef Jean	Jean/Brown/Duplessis/Atuyueng	10.00%	10.00%	World Wide	
53778	Le Freak	Chic	Rogers, Nile G. , Bernard Edwards	Sony/ATV Songs LLC (BMI) 50%	50.00%	World Wide	Bernards Other Music 50%
80068	Lesson In Leavin'	Jo Dee Messina	Brent Maher/Randy Goodrum	50.00%	50.00%	World Wide	50% Warner/Chappell
84119	Let It Be	Beatles	Lennon John/Mc Cartney Paul	64.167% Sony, 35.833 EMI	100.00%	World Wide	
508005	Let's Be Us Again	Lonestar	McDonald/James/Derry	33.34%	33.34%	World Wide	
40758	Let's Go To Vegas	Faith Hill	Staley, Karen R.	Sony/ATV Tunes LLC (BMI) 100%	100.00%	World Wide	
114809	Life	Our Lady Peace	Maida/Lanni/Taggart/Coutts	Sony/ATV Tunes obo Sony Canada & Under Zenith Pub & Catchit Songs & I'm In Zihuatanejo Music / Two Monthes In The Hole 80% / Lanni Tunes 20%	80.00%	Worldwide	
37791	Like A Virgin	Madonna	Kelly, Thomas F. , Steinberg, William E.	Sony/ATV Tunes LLC (ASCAP) 100%	100.00%	World Wide	
60632	Little Goodbyes	SheDaisy	Greenberg/Deere/Osborn	Sony/ATV Songs dba Tree Pub & Kent Green Music 33.34% / Magnolia Hill Music 33.33% / Without Anna Music 33.33%	33.34%	Worldwide	
608483	Live Now	Nas	Jones/Thompson/White/White	10.00%	10.00%	World Wide	
112399	Living And Living Well	George Strait	Martin / Nesler / Shapiro	58.33%	58.33%	Worldwide	8.33% Mosaic ; 33.33% Glitterfish Music
84120	Long & Winding Road	Beatles	Lennon John/Mc Cartney Paul	64.167% Sony, 35.833 EMI	100.00%	World Wide	
129698	Long Black Train	Josh Turner	Turner	100.00%	100.00%	World Wide	
82975	Long Tall Sally	Little Richard	Blackwell/Penniman/Enotris	100.00%	100.00%	World Wide	
599802	Lose My Breath	Destiny's Child	Jerkins/Garrett/Knowles/Rowland,M. Williams/Jerkins III/ Daniels, Carte	24.16	24.16%	World Wide	
109034	Losing Lisa	Ben Folds	Ben Folds, Fratty Hynes	95.00%	95%	World Wide	
599000	Lot of Leavin' Left To Do	Delirks Bentley	Bentley/Ruttan/Beavers	100.00%	100%	World Wide	
131673	Love At First Sight	Kylie Minogue	Minogue/ Stanard/ Gallagher/ Howes/ Harrington	20.00%	20.00%	Worldwide	Publisher Unknown 80%
91508	Love Like This	Faith Evans	Rodgers/Edwards/Combs/Evans / Emery/Lawrence/Crawford	25.00%	25.00%	World Wide	
546923	Love Will Keep Us Together	Captain & Tennille	Greenfield/Sedaka	55.00%	55.00%	World Wide	
131646	Love You Out Loud	Rascal Flatts	James/Wilson	100.00%	100.00%	World Wide	
84003	Lovely Rita	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide	
114387	Lovers Rock	Sade	Adu/Denman/Hale/Matterman	100.00%	100.00%	World Wide	
35525	Lovin' All Night	Patty Loveless	Crowell	100.00%	100.00%	World Wide	
59351	Love's The Only House	Martina McBride	Douglas / Cason	50.00%	50.00%	Worldwide	Buzz Cason Publiscations 50%
601760	Lua	Bright Eyes	Oberst	100.00%	100.00%	World Wide	
82969	Lucille	Kenny Rogers	Bowling Roger Dale/Bynum Hal	100.00%	100.00%	World Wide	
84004	Lucy In The Sky With Diamonds	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide	
509459	Luv U Better	LL Cool J	Williams/Hugo/Smith	33.34%	33.34%	World Wide	
819457	Lyla	Oasis	Gallagher	100.00%	100.00%	World Wide	
60678	Madman	Silverchair	Johns	100.00%	100.00%	World wide	
550382	Magic	Kenny Chesney	Chesney	100.00%	100.00%	World Wide	
84005	Magical Mystery Tour	Beatles	Lennon, John W. McCartney, Paul	Sony/ATV Tunes LLC (ASCAP) 100%	100.00%	World Wide	
106570	Make It With You	Bread	Gates David A	100.00%	100.00%	World Wide	
497555	Making Memories of Us	Keith Urban	Crowell	100.00%	100.00%	World Wide	
902066	Mamas Dont Let Your Babies Grow Up To Be Cowboys	Willie Nelson/Waylon Jennings	Bruce/Bruce	100.00%	100.00%	World Wide	
265759	Mama Said Knock You Out	LL Cool J	McCants/McCants/Williams	7.42%	7.42%	World Wide	
84006	Martha My Dear	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide	
101240	Maria Maria	Santana	Jean/Duplessis/Santana/Perazzo/Rekow	65.00%	65.00%	World Wide	10% EMI-Blackwood Music, Inc 5% EMI April Music, Inc. 10% Te-Bass Music, Inc. 10% Stellabella Music
101168	Marrakesh Express	Crosby, Stills & Nash	G. Nash	100.00%	100.00%	World Wide	
527615	Mathematics	Mos Def	Smith	50.00%	50.00%	World Wide	
84121	Maxwell's Silver Hammer	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00%	World Wide	
594106	Me And Charlie Talkin'	Miranda Lambert	Lambert/Lambert/Little	33.34%	33.34%	World Wide	
18817	Me Dedique A Perderte	Alejandro Fernandez	Garcia	100.00%	100.00%	World Wide	
1122	Mean Mr. Mustard	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00%	World Wide	
24351	Meeting In The Ladies Room	Klymaxx	Calloway/Calloway/Watson	51.95%	51.95%	World Wide	
96249	Mess	Ben Folds Five	Ben Folds	100.00%	100%	World Wide	

SCHEDULE A

Song #	Title	Artist	Writers	US % Collected	US % Territory Licensed		Co-publisher %
175584	Method Man (Crazy Crazy C's Suthin' Fried Mix)	Wu-Tang Clan	Troutman/Diggs/Woods/Hunter/Smith/Diggs/Hawkins/Coles/Grice/Jones/Turner	31.25%	31%	World Wide	
84339	Mi Morena	Josh Groban	Page	100.00%	100%	World Wide	
75993	Miami	Will Smith	Shelby/Shockley/Sylvers/Smith	50.00%	50%	World wide	Treball 25%, DPJJ 25%
84007	Michelle	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide	
14213	Midas Touch	Midnight Star	Watson/Watson	94.45%	94.45%	World Wide	
75119	Mo Money Mo Problems	Notorious B.I.G.	Betha/Combs/Edwards/Jordan/Rodgers/Wallace	30.00%	30.00%	World Wide	
554458	Money Ain't A Thang	Jermaine Dupri	Arrington/Parker/Carter/Carter/Hankerson/Dupri	50.00%	50.00%	World Wide	
113353	More Than That	Backstreet Boys	Anders/Wennerberg/Jemberg	33.33% Sony/ATV Songs, 33.33% Sony/ATV Tunes	66.66%	World Wide	Universal has the remaining 33.33%
111756	Most Girls	Pink	Babyface / Thomas	50.00%	50.00%	Worldwide	
84009	Mother Nature's Son	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide	
4033	Mountain Dew	Willie Nelson	Wiseman/Lunsford	50.00%	50.00%	World Wide	50% Tannen Music, Inc.
100145	Mountain Music	Alabama	Owen	100.00%	100.00%	World ex. Belgium / Holland / and Luxembourg	
610443	Move Ya Body	Nina Sky ft. Jabba	Albino/Albino/Diaz/Wells	12.00%	12.00%	World Wide	
113833	Movin Melodies	ATB	Tanneberger	100.00%	100.00%	World Wide	
451662	Mr. Mom	Lonestar	McDonald/Harbin/Pfrimmer	33.34%	33.34%	World Wide	
51164	Muppet Show Theme	Muppets	Henson; Pottle	100.00%	100.00%	World Wide	
111896	Murder Was The Case	Snoop Dogg	Arnaud/Broadus/Young	37.50%	37.50%	World Wide	
631699	Must Be Nice	Lyle Jennings	Jennings	100.00%	100.00%	World Wide	
103251	My Baby You	Mare Anthony	Afanasieff, Walter N., Muniz, Mark A.	Sony/ATV Tunes, LLC (ASCAP) 100%	100.00%	World Wide	
448263	My Front Porch Looking In	Lonestar	McDonald/Myers/Pfrimmer	33.33%	33.33%	World Wide	
118472	My Give A Damn's Busted	Jo Dee Messina	Diffie/Martin/Shapiro	52.79%	52.79%	World Wide	
515813	My Last Name	Dierks Bently	Bentley/Allen	50.00%	50.00%	World Wide	
95602	My Love Is Your Love	Whitney Houston	Jean Nol Wyclef/Duplessis	75.00%	75.00%	World Wide	25% Te-bass Music, Inc.
125569	My Oedipus Complex	Kid Rock	Peters/ Ritchie	5.00%	5.00%	World Wide	
449985	My Place In This World	Michael W. Smith	Grant/Kirkpatrick/Smith	50.00%	50.00%	World Wide	
118500	Nasty Girl	Destiny's Child	Knowles/ Dent / Brassi / Hackett	30.00%	30.00%	Worldwide	20% Screen Gems - EMI Music ; 50% Hitco South / For Chase Publishing
589849	Necesidad	Alex Pires	Estefano	100.00%	100.00%	World Wide	
116608	Never Gonna Give You Up	Rick Astley	Stock/Aitken/Waterman	33.34%	33.34%	World wide	All Boys Music 33.33%, Sid's Songs 33.33%
76464	Never Gonna Let You Go	Faith Evans	Edmonds/Thomas	Sony/ATV Songs & ECAF Music 40% / EMI April & E-Two Music 60%	40.00%	Worldwide	
84222	New York City	John Lennon	Lennon	100.00%	100.00%	Worldwide	
102500	New York Groove	Ace Frehley	Ballard	100.00%	100.00%	Worldwide	
597292	No Me Quiero Enamorar	Kalimba	Bernal/Domm/Oceransky	50.00%	50.00%	World Wide	
512289	No Me Tortures	Daniel Rene	Piloto/Danny Lopex	35.00%	35.00%	Worldwide	
38633	No More Mr. Nice Guy	Alice Cooper	Cooper/Bruce	100% Sony/ATV Songs	100.00%	World Wide	
77827	No Place That Far	Sara Evans	Evans/Martin/Shapiro	91.66%	91.66%	Worldwide	8.33% Mosaic
84013	No Reply	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide	
77879	No Shelter	Rage Against The Machine	Rocha / Commerford / Morello / Wilk	100.00%	100.00%	Worldwide	
495972	No Shoes, No Shirt, No Problems	Kenny Chesney	Beathard	100.00%	100.00%	World Wide	
127596	No Such Thing	John Mayer	Mayer/Cook	85.00%	85.00%	World Wide	
552369	Nobody But Me	Blake Shelton	Camp/White	50.00%	50.00%	World Wide	
84014	Norwegian Wood (This Bird Has Flown)	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide	
55740	Not Gon' Cry	Mary J. Blige	Edmonds	87.50%	87.50%	Worldwide	Fox Film Music Corp. 12.5%
550690	Not Just What You Say	Fred Hammond	Hammond/White/Wilson/Wynn	25.00%	25.00%	World Wide	
130024	Not On Your Love	Jeff Carson	Martin /Wilson / Martin	25.00%	25.00%	Worldwide	Mosaic 8.33% ; Warner Tamerlane 33.33% ; Reese Danton Wilson Publishing Designee 33.33%
84016	Nowhere Man	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide	
607438	Numb/Encore	Jay-Z & Linkin Park	Bennington/Bourdon/Delson/Hahn/Shinoda/Farrell/Carter	18.75%	18.75%	World Wide	
551493	O.G. Bitch	Esthero	Eaton/Esthero/West	50.00%	50.00%	World Wide	
907598	Ob La Di Ob La Da	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide	
84123	Oh Darling	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00%	World Wide	
38112	Oh L'Amour	Erasure	Bell/Clarke	100.00%	100.00%	World Wide	
448598	Oh Pretty Woman	Roy Orbison	Dees/Orbison	62.50%	62.50%	USA	
652720	Oh Yes	Juelz Santana	Garrett/Dobbins/Holland/Gorman/Bateman/Thomas	5.00%	5.00%	World Wide	
505527	Old Blue Chair	Kenny Chesney	Chesney	100.00%	100.00%	World Wide	
97049	On The Inside (Theme from "Prisoner")	Lynne Hamilton	CASWELL DAVID ALLAN	100.00%	100.00%	World Wide	
79117	One Day In Your Life	Anastacia	Biancaniello/Newkirk/Walters	33.33%	33.33%	World Wide	
99449	One Man Army	Our Lady Peace	Maida/Lanni	50.00%	50.00%	Worldwide	
133864	One Mic	Nas	Jones / Thompson	Splits Pending	Splits Pending		Splits Pending

SCHEDULE A

Song #	Title	Artist	Writer(s)	US % Collected	US % Licensed	Territory	Co-publisher %
64856	One More Chance	Notorious B.I.G.	Carl 'Chucky' Thompson / Christopher Wallace /Sean Combs / Norman Glover / Reginald D. Ellis	Sony/ATV Songs LLC / Ninth Street Tunnel 16.67%	16.67%	Worldwide	EMI April Music, Inc. - Justin Combs Music - Big Poppa Music (ASCAP) 66.67% Distant Beats Music (BMI) 16.66%
808484	One Night Stand	Misteeq	Mikkel/ SE/ Rustan/ Hermansen/ Dixon/ Washington/ Nash	16.66%	16.66%	World Wide	Publisher Unknown 83.34%
106975	One Voice	Billy Gilman	Cook, Malloy	50.00%	50.00%	World Wide	50% Starstruck Angel Music, Inc.
450370	Only The Lonely	Roy Orbison	Nelson/Orbison	50.00%	50.00%	World Wide	
38068	Only You	Yaz	V. Clarke	100.00%	100.00%	World Wide	
546913	Operator	Jim Croce	Croce	100.00%	100.00%	World Wide	
101174	Our House	Crosby, Stills, Nash & Young	G. Nash	100.00%	100.00%	World Wide	
330810	Outta The Way	The Vines	Nicholls	100.00%	100.00%	World X Australia/New Zealand	
610764	Oye Mi Canto	N.O.R.E.	Albino/Almonte/Ayala/ Ramirez/ Santiago/Vasquez	2.00%	2.00%		
84019	Paperback Writer	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide	
504367	Paradise	LL Cool J	Barnes/Olivier/Smith/Jackson/ Rogers/Burke/Felder/Wright	50.00%	50.00%	World Wide	
127804	Part II	Method Man & Redman	Edmonds / Wilson / Sermon / Braxton / Noble / Smith	30% Sony/ATV Songs LLC / ECAF Music	30.00%	Worldwide	Zomba 8.33% / Irving Music 37.5% / Careers-BMG 8.33% / Warner/Chappell 8.34%
524145	Party To Damascus	Wyclef feat. Missy Elliot	Jean/Duplessis/Elliot	80.00%	60.00%	World Wide	EMI 20%
127507	Peaceful World	John Mellencamp	Mellencamp	100.00%	100.00%	Worldwide	
91454	Penny Lane	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide	
528085	Per Te	Josh Groban	Afanasieff/Groban/Mannangeli	25.00%	25.00%	World Wide	
138090	Perfect	Sara Evans	Evans/Martin/Shapiro	100.00%	100.00%	World Wide	
112887	Perfect Gentleman	Wyclef Jean	Jean / Duplessis / Harris	45.00%	45.00%	Worldwide	EMI Blackwood Music Publishing 45% / Hope A Dope 10%
38295	Philosophy	Ben Folds Five	Folds	100.00%	100.00%	Worldwide	
106713	Picture Perfect	Angela Via	Trullinger/Cosgrove/Clark	3333.00%	33.33%	Worldwide	
95529	Piggy In The Middle	Beatles	Lennon / Mccartney	82.08% Sony, 17.92% EMI	100.00%	World Wide	
118573	Play	J-LO	Cory Rooney A Bagge, A. Birgisson , C. Milian	5.00%	5.00%	Worldwide	
510407	Play Something Country	Brooks & Dunn	Dunn/McBride	50.00%	50.00%	World Wide	
548517	Pocahontas Proud	Gretchen Wilson	McGehee/Rich/Wilson	33.33%	33.33%	World Wide	
101410	Pocket Calculator	Kraftwerk	Bartos/Hutter/Schult	75.00%	75.00%	World Wide	
37695	POISON	ALICE COOPER	Cooper, Child, McCurry	42.50%	42.50%	Worldwide	EMI MUSIC, INC. / DESMOBILE MUSIC CO., INC. 42.50% Kat & MOUSE MUSIC 15.00%
6462	Pop A Top	Alan Jackson	Stuckey	100.00%	100.00%	Worldwide	
654388	Porque Es Tan Cruel El Amor	Ricardo Arjona	Arjona	100.00%	100.00%	World Wide	
45930	Possession	Sarah McLachlan	McLachlan	100.00%	100.00%	World X Canada	
520494	Powerless (Say What You Want)	Nelly Furtado	Eaton/West/Furtado/ Horn/Dudley/ McLaren	26.68%	26.68%	World	
550687	Praise Belongs To You	Fred Hammond	Hammond/Weatherspoon/Wynn	20.00%	20.00%	World Wide	
4661	Pretty Paper	Roy Orbison	Nelson	100.00%	100.00%		
534809	Pure and Simple	Hear' Say	Clarkson / Hawes / Kirtley	33.34%	33.34%	Worldwide	Strong Songs 33.33% / Universal Music Publishing Ltd. 33.33%
60682	Pure Massacre	Silverchair	Johns/Gillies	100.00%	100.00%	World Wide	
122025	Push It	Salt N' Pepa	Azor/Davies	2.00%	2.00%	World Wide	
599865	Quarterbackin'	E-40	Thornton/Thornton/Stevens/ Adams	50.00%	50.00%	World Wide	
527450	Que Ilora	Sin Bandera	Garcia	100.00%	100.00%	World Wide	
625479	Question!	System of a Down	Malakian/Tankian	100.00%	100.00%	World Wide	
50820	Rainbow Connection	Kermit The Frog	Ascher/Williams	100.00%	100.00%	World Wide	
38282	Radio Love	Golden Earring	Kooymans/Hay	100.00%	100.00%	World Wide	
75013	Rapper's Delight	Sugarhill Gang	Rodgers / Edwards	50.00%	50.00%	Worldwide	Warner Tamerlane / Bernards Other Music 50%
902171	Reaper (Don't Fear The)	Blue Oyster Cult	Roeser, Donald	Sony/ATV Tunes, LLC (ASCAP) 100%	100.00%	World	
506479	Red Dirt Road	Brooks & Dunn	Brooks/Dunn	100.00%	100.00%	World Wide	
48419	Red Light Special	TLC	Edmonds	100.00%	100.00%	World wide	
40369	Red Red Wine	Neil Diamond/UB40	Diamond	100.00%	100.00%	World Wide	
643238	Redneck Woman	Gretchen Wilson	Wilson/Rich	50.00%	50.00%	World Wide	
625481	Revenga	System of a Down	Malakian/Tankian	100.00%	100.00%	World Wide	
84022	Revolution	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide	
612919	Rich Girl	Gwen Stefani	Kreviazuk/Stefani/DioGuardi/ Aliazano	5.00%	5.00%	World Wide	
85087	Rock Around The Clock	Bill Haley	Max C. Freedman/J. Myers	75.00%	75.00%	US, Canada, & Mexico	25% Capano Music
7981	Rock The Bells	LL Cool J	Smith/Rubin	87.50%	87.50%	World Wide	
	Rock The Party	Five	Gibb / Brown / Breen / Conlon / Gallagher / Stannard	8.00%	8.00%	World Wide	BMG Music Publishing 90% ; Publishing Unknown 2%
84025	Rocky Raccoon	Beatles	Lennon, John W. , McCartney, Paul	Sony/ATV Tunes LLC(ASCAP) 100%	100.00%	World Wide	
627510	Roll Wit You	Ciara	Harris/Miles/Spencer	50.00%	50.00%	World Wide	
125150	Run For Cover	Sugababes	Lipsey / Donaghy / Buena / Buchanan	Sony/ATV Songs LLC obo Sony UK Ltd 25%	25.00%	Worldwide	EMI Blackwood Music Publishing 75%
506746	Run, Run, Run	Ryan Tyler	Powell/Davis/Kayle	33.34%	33.34%	World Wide	

SCHEDULE A

Song #	Title	Artist	Writer(s)	US % Collected	US % Licensed	Territory	Co-publisher %
132199	Same Old Brand New You	A1	Adams/Ingerbigdsen/Read/Foster	50.00%	50.00%	World Wide	50% Publisher Unknown
111341	Say My Name	Destiny's Child	Beyonce Knowles, Kelendria T Rowland, Latavia Roberson, Rodney Jerkins,Daniels, Lashawn A., Fred Jerkins III	20.00%	20.00%	World Wide	EMI Blackwood Music Inc. 50%, Ensign Music Corp. 15%, EMI April Misc Inc. 15%
505742	Scandalous	Mis-Teeq	Eriksen/Rustan/Hermansen	16.67%	16.67%	World Wide	
593997	Se Esfuma Tu Amor	Marc Anthony	Estefano/Pagan	50.00%	50.00%	World Wide	
84028	Seargent Pepper's Lonely Hearts Club Band	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide	
506227	Second Sunday	Jessica Andrews	Bunetta/Mann	Sony/ATV 60%	60.00%	World wide	Warner/Chappell 40%
538924	Sentada Aqui En Mi Alma	Chayanne	Estegano/Reyes	100.00%	100.00%	World Wide	
68137	Sesame Street Theme	N/A	Raposo/Hart/Stone	Sony/ATV 50%	50.00%	World excluding Asian territories	
148323	Setting Sun	The Chemical Brothers	Gallagher/Rowlands/Simons	50.00%	50.00%	World Wide	
37818	Sex As A Weapon	Pat Benatar	Steinberg/Kelly	Sony/ATV Tunes LLC 100%	100.00%	World Wide	
116503	Sexy Daddy	Destiny's Child	Beyonce Knowles Damon Elliott	Sony/ATV Tunes LLC / Beyonce Publishing (ASCAP) 60%	60.00%	World Wide	Warner Chappell / DWE Music (ASCAP) 40%
84029	Sexy Sadie	Beatles	Lennon / McCartney	Sony/ATV Tunes LLC (ASCAP) 100%	100.00%	World Wide	
133964	Shake Ya Body	Jay-Z & R. Kelly	Kelly/Jones/Barnes/Olivier/Robinson	20.00%	20.00%	World Wide	
554336	Shake Ya Tailfeather	P.Diddy, Nelly, & Murphy Lee	Bridges/Lee/Nelly/Smith	9.17%	9.17%	World Wide	
113235	She Bangs	Ricky Martin/William Hung	Afanasieff/Child/Rosa	45.87%	45.87%	World Wide	
26022	She Bop	Cyndi Lauper	Chertoff/Corbet/Lauper/Lunt	28.33%	28.33%	World Wide	
84127	She Came In through The Bathroom Window	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide	
119260	She Couldn't Change Me	Montgomery Gentry	Nicholson/ Knight	50.00%	50.00%	World wide	Warner 50%
621339	She Don't Tell Me To	Montgomery Gentry	Dipiero/Rutherford/Shapiro	33.34%	33.34%	World wide	
138184	She Let Herself Go	George Strait	Dillon/Philips	50.00%	50.00%	World Wide	
78422	She Never Lets It Go To Her Heart	Tim McGraw	Shapiro / Waters	29.38%	29.38%	Worldwide	
84031	She Said, She Said	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide	
108848	Sheila	Tommy Roe	Roe Tommy	100.00%	100.00%	World Wide	
409181	Sherry's Living In Paradise	Kenny Chesney	Chesney/Mitchell	50.00%	50.00%	World Wide	
118570	She'll Leave You With A Smile	George Strait	Knowles/Blackmon	50.00%	50.00%	World Wide	
84032	She's A Woman	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide	
84033	She's Leaving Home	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide	
100359	Ships That Don't Come In	Joe Diffie	Gibson / Nelson	50.00%	50.00%	Worldwide	
118235	Show Me The Meaning Of Being Lonely	Backstreet Boys	Herbert Crichlow/Max Martin	50.00%	50.00%	World wide	Grants Ville Publishing 50%
	Show Me The Way To Your Love	Hear' Say	Erikseon / Hermanson / Hallgeir	33.34%	33.34%	Worldwide	Publishing Unkown 66.66%
27599	Sick Boys	Michael Ness	Michael Ness	100.00%	100.00%	World Wide	
118102	Side	Travis	Healy	100.00%	100.00%	Worldwide	
76705	Silence	Delerium	Leeb/Fuller/McLachlan	50.00%	50.00%	World ex Canada	Esoteria Music 15% / Nettoverboard 35%
118098	Sing	Travis	Healy	100.00%	100.00%	Worldwide	
54802	Sittin' Up In My Room	Brandy	Edmonds	87.50%	87.50%	Worldwide	Fox Film Music Corp. 12.5%
113243	Situation	Yaz	V Clarke/A Moyet	100.00%	100.00%	World Wide	
38707	Smooth Operator	Sade	Adu/St. John	50.00%	50.00%	World Wide	
37820	So Emotional	Whitney Houston	Steinberg/Kelly	100% Sony/ATV Tunes LLC	100.00%	World Wide	
516380	So Gone	Monica	Elliot/Cunningham/Rye/Ahmonjel	50.00%	50.00%	Worldwide	
111337	So Good	Destiny's Child	Knowles,Beyonce / Rowland,Kelendria T. / Roberson,Latavia / Luckett,Letoya / Briggs,Kevin / Burruss,Kandi L.	15.00%	15.00%	Worldwide	EMI April Music, Inc. 35% / Windswept Pacific 50%
113167	So In Love With Two	Nikalla	Engriquez / Erickson /Hermansen /Rustan	30.00%	30.00%	Worldwide	Publishing Unknown 70%
46501	So Real	Jeff Buckley	Buckley/Tighe	100.00%	100.00%	World Wide	
644056	So Sick	Neyo	Eriksen/Hermansen/Smith	25.00%	25.00%	World Wide	
619517	Soldier	Destiny's Child ft. T.I. & Lil Wayne	Carter/Garrett/Harrison/Harris/Knowles/Rowland/Williams	14.00%	14.00%	World Wide	
79140	Solitaire	Clay Aiken	Cody/Sedaka	60.63%	60.63%	World Wide	
67537	Solo En Ti	Enrique Iglesias	Clarke/Iglesias	93.75%	93.75%	Worldwide	
549834	Somebody's Someone	Lonestar	McDonald	100.00%	100.00%	World Wide	
114845	Someone To Love You	Ruff Endz	Rooney	100.00%	100.00%	Worldwide	
99463	Somethin In The Water	Jeffrey Steele	Dipiero / Anderson / Steele	33.33%	33.33%	Worldwide	WMI Longitude Music Co. 33.33%/ Mighty Nice Music 33.33%
13553	Sometimes When We Touch	Dan Hill	Hill Dan/Mann Barry	100.00%	100.00%	World excluding Canada	
96399	Somewhere In The Sun	Kenny Chesney	Chesney/Hobb/Holly/Tucker	25.00%	25.00%	World Wide	
5250	Son Of A Preacher Man	Tanya Tucker; Dusty Springfield	Hurley/Wilkins	100.00%	100.00%	World Wide	
48407	Song For the Dumped	Ben Folds Five	Ben Folds, Darren Jessee	100.00%	100%	World Wide	
511300	Songs About Rain	Gary Allen	Rose/McLaughlin	62.50%	63%	World Wide	Com Country Music 37.5%
90176	Sorry Suzanne	Hollies	Anthony Gordon/Stephens Geoffrey	50.00%	50.00%	World Wide	50% Unichappell Music, Inc.

SCHEDULE A

Song #	Title	Artist	Writers	US % Collected	US % Licensed	Territory	Co-publisher %
602004	Soul Of A Sailor	Kenny Chesney	Chesney/Dillon/Emerick	66.67%	66.67%	World Wide	
50519	Squeeze Me In	Garth Brooks / Trisha Yearwood	Nicholson / McClinton	50.00%	50.00%	Worldwide	
598073	Starless	Crossfade	Sloan	100.00%	100.00%	World Wide	
51501	Starseed	Our Lady Peace	Malda/Lanni/Eacrett/Lanni	Sony/ATV Tunes obo Sony Canada 75% / Unknown Publisher 25%	75.00%	Worldwide	
537150	Stay With Me (Brass Bed)	Josh Gracin	James/McBride/Hughes	100.00%	100.00%	Worldwide	
644045	Stickwitu	The Pussycat Dolls	Golde/Livingston/Palmer	33.34%	33.34%	World Wide	
129194	Stomp	Steps	Rodgers / Edwards / Topham / Twigg / Campbell	25.00%	25.00%	Worldwide	Warner-Tamerlane Publishing Corp. 25% / All Boys Music 50%
84037	Strawberry Fields Forever	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide	
650110	Stupid Girls	Pink	Mann/Moore/Olovson/Lynch	50.00%	50.00%	World Wide	
	Sugar, We're Goin Down	Fall Out Boy	Wentz/Stump	100.00%	100.00%	World Wide	
64983	Supermans's Dead	Our Lady Peace	Malda/Lanni	50.00%	50.00%	Worldwide	
49509	Supernova	Liz Phair	Phair	100.00%	100.00%	Worldwide	
117035	Survivor	Destiny's Child	Beyonce Knowles, Anthony Dent Matthew Knowles	Sony/ATV Tunes LLC o/b/o Beyonce Publishing (ASCAP) 47%	47.00%	World Wide	Anthony Dent publishing designee (ASCAP) 50% Matthew Knowles publishing designee 3%
106530	Sugar, Sugar	The Archies	Barry/Kim	50.00%	50.00%	US	
84120	Sun King	Beatles	Lennon/McCartney	64.17% Sony, 35.83% EMI	100.00%	World Wide	
49509	Supernova	Liz Phair	Phair	100.00%	100.00%	World Wide	
117035	Survivor	Destiny's Child	Knowles/Dent/Knowles	47.00%	47.00%	World Wide	
106528	Suspicious Minds	Elvis Presley	Zambon	100.00%	100.00%	World Wide	
41693	Sweet Caroline	Neil Diamond	Diamond	100.00%	100.00%	Worldwide	
67827	Sweet Surrender	Sarah McLachlan	Sarah McLachlin	100.00%	100.00%	World X Canada	
39261	Sweetest Taboo	Sade	Adu/Ditcham	100.00%	100.00%	World Wide	
601763	Take It Easy (Love Nothing)	Bright Eyes	Oberst	100.00%	100.00%	World Wide	
538810	Take Me Away	Pete Dobson	Dobson/Levine	100.00%	100.00%	World Wide	
93719	Take On Me	A-Ha	Pal Waaktaar / Magne Furuholman / Morten Harket	100.00%	100.00%	Worldwide	
131976	Take You Home With Me aka Body	R. Kelly & Jay-Z	Kelly/Carter/Barnes/Olivier	50.00%	50.00%	World Wide	
39636	Taking Care Of Business	BTO	Randy Bachman	100.00%	100.00%	World Wide	
56781	TALES FROM THE CRYPT	Danny Elfman	Danny Elfman	100.00%	100.00%	World Wide	
624523	Talk	Coldplay	Martin/Champion/Berryman/ Buckland/Barlos/Schult	37.50%	37.50%	World Wide	
84780	Taxman	Beatles	Harrison	100.00%	100.00%	Worldwide	
101189	Teach Your Children	Crosby, Stills, Nash & Young	G. Nash	100.00%	100.00%	World Wide	
190658	Teardrop	Massive Attack	Fraser/Naja/Marshall/Vowles	50.00%	50.00%	World Wide	
109952	Tell Him	The Exciters	Russell	33.33%	33.33%	World Wide	Sloopy II Music 66.66%
8266	Tell Me Something Bad About Tulsa	George Strait	Lane	100.00%	100.00%	World Wide	
109312	Telluride	Tim McGraw	Cornelius/Verges	50.00%	50.00%	World Wide	Universal 50%
100148	Tennessee River	Alabama	Owen	100.00%	100.00%	World ex. Belgium / Holland / and Luxembourg	
526007	Texas Plates	Kellie Coffe	Coffey/James	50.00%	50.00%	World Wide	
75422	Texas Size Heartache	Joe Diffie	Wilson / Turner	100.00%	100.00%	Worldwide	
111151	That Ain't Gangsta	50 Cent	West/WillisJackson/Jackson	50.00%	50.00%	World Wide	
48156	That Ain't My Truck	Rhett Akins	Shapiro / Waters /Akins	47.50%	47.50%	Worldwide	
137540	That's What She Gets For Lovin' Me	Brooks & Dunn	Dunn/McBride	50.00%	50.00%	World Wide	
46020	The Chain	Fleetwood Mac	McVie/Buckingham/Fleetwood/	20.00%	20.00%	World Wide	
515443	The Chipmonk Song	Alvin & The Chipmunks	Dagdeserian	100.00%	100.00%	World X UK	
114684	The Christmas Shoes	Newsong / 3 of Hearts	Ahlstrom /Carswell	50.00%	50.00%	Worldwide	
516102	The Christmas Song	Mel Tomre	Tormo/Wells	50.00%	50.00%	US	
83930	The Continuing Story Of Bungalow	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide	
598078	The Deep End	Crossfade	Sloan	100.00%	100.00%	World Wide	
20453	The Gambler	Kenny Rogers	A.D. Schlitz	100.00%	100.00%	World Wide	
543466	The Girl's Gone Wild	Travis Tritt	Dipiero/Rutherford	50.00%	50.00%	World Wide	
111148	The Good Die Young	50 Cent	West/Jackson	50.00%	50.00%	World Wide	50 Cent Music 50%
136148	The Greatest View	Silverchair	Johns	100.00%	100.00%	World Wide	
43903	The Heart Is A Lonely Hunter	Reba	Williams / Sanders / Hill	33.33%	33.33%	World wide	33.33% Starstruck Writers Group / 33.33%Carer
543724	The Loneliness	Babyface	Edmonds	100.00%	100.00%	World Wide	
84120	The Long And Winding Road	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00%	World Wide	
497519	The Love Song	Jeff Bates	Bates/Beard/Beathard	33.33%	33.33%	World Wide	
133608	The Music's No Good Without You	Cher	Thomas / Taylor / Cher / Barry	80.00%	80.00%	Worldwide	
84010	The Night Before	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide	
101403	The Robots	Kraftwerk	Hutter, Schneider, Bartos	83.33%	83.33%	Worldwide	EDITION POSITIVE SONGS 16.67%
51531	The Secret Of Life	Faith Hill	Peters	100.00%	100.00%	Worldwide	
128436	The Sentinel	Therne	Cooper / Mariette	50.00%	50.00%	Worldwide	Universal 50%
78836	The Sun Beats Down	The High Llamas	O'Hagan	100.00%	100.00%	World Wide	
598082	The Unknown	Crossfade	Sloan	100.00%	100.00%	World Wide	
517688	The Wrong Girl	Lee Ann Womack	McLaughlin/Rose	62.50%	62.50%	World Wide	
109770	Then The Morning Comes	Smashmouth	Camp / Barry	25.00%	25.00%	Worldwide	
5721	There You Are	Martina Mcbride	Dipiero / Sanders / Hill	33.33%	33.33%	Worldwide	Universal MCA Music Publishing 33.33% / Careers BMG Music Pub 33.33%
450686	There's Your Trouble	Dixie Chicks	Selby/Sifter	50.00%	50.00%	Worldwide	
99451	Thief	Our Lady Peace	Malda/Lanni	50.00%	50.00%	Worldwide	
127192	Think It's A Game	Jay-Z	Carter/ Easley/Grant/Parker/ Patrick/Ties	35.00%	35.00%	Worldwide	
78416	Thinkin' About You	Trisha Yearwood	Regan / Shapiro	33.75%	33.75%	Worldwide	
130152	Third Rock From The Sun	Joe Diffie	Martin / Greenbaum / Whipple	25.00%	25.00%	Worldwide	

SCHEDULE A

Song #	Title	Artist	Writer(s)	US % Collected	US % Territory Licensed		Co-publisher %
825487	This Cocaine Makes Me Feel Like I'm On This Song	System of a Down	Malakian/Tankian	100.00%	100.00%	World Wide	
516238	This I Swear	Nick Lachey	Eriksen/Reid	50.00%	50.00%	World Wide	
608914	Those Sweet Words	Norah Jones	Alexander/Julian	25.00%	25.00%	World Wide	
131183	Three Wooden Crosses	Randy Travis	Williams/Johnson	50.00%	50.00%	World Wide	
90484	Thunderbirds	Theme	B. Gray	100.00%	100.00%	World Wide	
84048	Ticket To Ride	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide	
17846	Time After Time	Cyndi Lauper	Lauper/Hyman	50.00%	50.00%	World Wide	
546914	Time In A Bottle	Jim Croce	Croce	100.00%	100.00%	World Wide	
60680	Tomorrow	Silverchair	Johns / Gilles	100.00%	100.00%	Worldwide	
84050	Tomorrow Never Knows	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide	
78102	Tonite	Snoop Dogg	Durham/Blake	30.00%	30.00%	World Wide	
117068	Tougher Than Nails	Joe Diffie	Marvel/O'Donnell/Barnes	33.34%	33.34%	World Wide	
101406	Tour De France	Kraftwerk	Hutter/Shult/Bartos	83.34%	83.34%	World Wide	
128670	Toxicity	System of a Down	Malakian/Tankian/Dolmayan/ Odadjian	100.00%	100.00%	World Wide	
131850	Tragedy	Marc Anthony	Rooney/Thomas	50.00%	50.00%	World wide	EMI Music 50%
101422	Trans Europe Express		Schult/Heutter	100.00%	100.00%	World wide	
131260	Tribute To A Woman	Ginuwine	Oliver / Lumpkin	50.00%	50.00%	Worldwide	EMI Music, Inc. / Gold Daddy Music 50%
5414	TROUBLE	Elvis Presley; Travis Tritt	Chesnut	100.00%	100.00%	World Wide	
332852	Trying To Find Atlantis	Jamie O'Neal	Waters/Turner	100.00%	100.00%	World Wide	
37836	Turn Colors	Cyndi Lauper	Steinberg / Kelly	100.00%	100.00%	Worldwide	
81952	Tutti-Frutti	Little Richard	Penniman	100% Sony/ATV Songs	100.00%	World Wide	
84129	Two Of Us	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00%	World Wide	
634958	U Already Know	112	Edwards/Garrett/Ivers/Keith/ Parker/Parker/Scandrick	50.00%	50.00%	World Wide	
653330	Un Hombre Que No Ha Sido El De Tus Suenos	Estefano	Estefano	100.00%	100.00%		
593620	Unreachable	Ashlee Simpson	Simpson/Frazier/Fox/Nevil/ Mann	20.00%	20.00%	World Wide	
	Up, Up And Away	5th Dimension	Webb	Sony/Lastrada 46.25%	46.25%	World Wide	
53627	Upside Down	X3	Edwards / Rodgers	50% Sony/ATV Songs LLC	50.00%	Worldwide	Warner Chappell / Bernards Other Music 50%
604722	Vindicated	Theme	Carraba	16.67%	16.67%	World Wide	
134126	Viviendo	Marc Anthony	Anthony/Osorio/Villamizar	15.00%	15.00%	World Wide	Warner 85%
496586	Walk A Little Straighter	Billy Currington	Beathard/Currington/ Chanberlain	33.34%	33.34%	World Wide	
609340	Walk Away	Kelly Clarkson	Kreviazuk/Maida/Dioguardi/ Clarkson	60.00%	60.00%	World Wide	
487811	Walk On	Reba McIntrye	Dean/Williams	100.00%	100.00%	World Wide	
134138	Way Of Life	Lil Wayne	Quaites/Williams/Fresh/Carter	12.50%	12.50%	World wide	Money Mack Music 87.5%
53829	We Are Family	Sister Sledge	Rodgers/Edwards	50% Sony/ATV Songs LLC	50.00%	World Wide	Bernards Other Music 50%
227734	We Be Clubbin'	Ice Cube	O'Shea/Cousins	50.00%	50.00%	World Wide	
619755	We Belong Together	Mariah Carey	Austin/Bristol/Carey/DeWayne/ Dupri/Edmonds/Moten/Seal	18.05%	18.05%	World Wide	
84052	We Can Work It Out	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide	
93883	We Don't Talk Anymore	Cliff Richard	A. Tarney	100.00%	100.00%	World Wide	
117684	Weapon of Choice	Fatboy Slim	Slater / Cook / Collins	33.33%	33.33%	Worldwide	Songs of Universal 66.66%
9011	Welcome To My World	Jim Reaves; Eddy Arnold	Winkler/Hathcock	50.00%	50.00%	World Wide	50% Neillrae Music
298056	West End Girls	Pet Shop Boys	Tennant/Lowe	100.00%	100.00%	World Wide	
127056	What If She's An Angel	Tommy Shane Steiner	Wayne B.	100.00%	100.00%	Worldwide	
507009	What Is Love	Vivian Green	Green/Csunlade/Sample/Robert son	33.33%	33.33%	World Wide	
131869	What The World Needs	Wynonna	James/Lamar	50.00%	50.00%	World Wide	Song Garden Publications 50%
515441	What Up Gangsta	50 Cent	Tewlow/Jackson	50.00%	50.00%	World Wide	High On Life Music 50%
133936	What Was I Thinkin'	Dierks Bentley	Bently/Beavers/Ruttan	100.00%	100.00%	World Wide	
449039	Wheel Of Fortune Theme	n/a	Griffin	100.00%	100.00%	World Wide	
51224	When Boy Meets Girl	Terri Clark	Clark/Waters / Shapiro	47.50%	47.50%	Worldwide	
84058	When I'm 64	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide	
543497	When I Think About Cheatin	Gretchen Wilson	Wilson/McGehee/Rich	33.34%	33.34%	World Wide	
131816	When The Sun Goes Down	Kenny Chesney	James	100.00%	100.00%	World Wide	
111329	When You Say You Love Me	Josh Groban	Scofield/Hammond	50.00%	50.00%	World Wide	
637930	Where Are You	Our Lady Peace	Our Lady Peace/Raine	78.13%	78.13%	World Wide	
609330	Where Is Your Heart	Kelly Clarkson	Kreviazuk/Clarkson/DioGuardi	50.00%	50.00%	World Wide	
106767	Where You Are	Jessica Simpson	Watters/Biancaniello/ Stamatopoulou/Lachey	90.00%	90.00%	World wide	
104689	While You Loved Me	Rascal Flatts	Kim Williams / Dale Dodson / Danny Wells	66.66%	66.66%	Worldwide	Irving Music, Inc. (BMI) 33.33%
524190	Whiskey Girl	Toby Keith	Emerick/Keith	50.00%	50.00%	World Wide	
117436	Whiskey Lullabye	Brad Paisley	Anderson/Randall	50.00%	50.00%	World Wide	
638253	Who Says You Can't Go Home	Bon Jovi ft. Sugarland	Bon Jovi/Sambora	50.00%	50.00%	World Wide	
517463	Why Can't I?	Liz Phair	Phair/Edwards/Spock/Christy	25.00%	25.00%	World Wide	
103063	Why Does It Always Rain On Me	Travis	F. Healy	100.00%	100.00%	World Wide	
84057	Why Don't We Do It In The Road	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide	
27600	Why Georgia	John Mayer	John Mayer	100.00%	100.00%	World wide	
113576	Wild	Foe	Danielewski Annie	58.00%	100.00%	World Wide	21% Music of Windswept, 21% EMI April Music
79560	Wink	Neal McCoy	Dipiero / Shapiro	50.00%	50.00%	Worldwide	
94364	Wired For Sound	Cliff Richard	Tarney/Robertson	50.00%	50.00%	World Wide	50% publishing unknown
62446	Wish You Were Here	Mark Wills	Anderson / Ewing / Moore	25.00%	25.00%	Worldwide	Acuff Rose 50% / Belton Uncle Music 25%
509389	Witch Doctor	Alvin & The Chipmunks		33.33%	33.33%	US & Canada	

SCHEDULE A

Song #	Title	Artist	Writer	US % Collected	US % Licensed	Territory	Copublisher %
84059	With A Little Help From My Friends	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide	
518060	With You	Jessica Simpson	Mann/Marvel/Simpson	38.00%	38.00%	World Wide	
84782	Within You, Without You	Beatles	Harrison	100.00%	100.00%	Worldwide	
112996	Wonderwall	Oasis	Gallagher	100.00%	100.00%	World Wide	
84060	Word	Beatles	Lennon / Mccartney	66.67% Sony, 33.33% EMI	100.00%	World Wide	
507594	Y Todo Queda En Nada	Ricky Martin	Estefano/Reyes	100.00%	100.00%	World Wide	
6997	YAKETY SAX (THE BENNY HILL SHOW)	BOOTS RANDOLPH	Randolph, Rich	100.00%	100%	Worldwide excluding UK, Ireland, France, Germany, Australasia, Netherlands, Belgium, S. Africa, Brazil	
84062	Yellow Submarine	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide	
84065	Yesterday	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide	
39637	You Ain't Seen Noghin' Yet	BTO	Randy Bachman	100.00%	100.00%	World Wide	
138355	You Can't Take The Honky Tonk Out Of The Girl	Brooks & Dunn	Diplero/Allmand	50.00%	50.00%	World Wide	
94423	You Don't Know Me	Armand Van Helden	Harden/Gardner	33.34%	33.34%	World Wide	
450406	You Got It	Roy Orbison	Petty/Lynn/Orbison	25.00%	25.00%	World Wide	
46764	You Gotta Be	Des'Ree	Ingram/Weekes	60.00%	60.00%	World Wide	
84130	You Never Give Me Your Money	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00%	World Wide	
91729	You Really Got Me	The Kinks	Ray Davies	100.00%	100.00%	US, Canada, & Mexico	
99866	You Sang To Me	Marc Anthony	Cory Rooney, Marc Anthony	100.00%	100%	Worldwide	
127603	Your Body Is A Wonderland	John Mayer	Mayer	100.00%	100%	World wide	
39248	Your Love Is King	Sade	Adu/Matthewman	100.00%	100%	World Wide	
84069	Your Mother Should Know	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide	
68482	You're Easy On The Eyes	Terri Clark	Shapiro / Waters / Clark	58.33%	58.33%	Worldwide	

EXHIBIT CO 0524

Document Category

Licenses

Song Code(s):

US Song Code(s)

Song Title(s): N/A

Composer(s): N/A

License Type (circle one): Mech., Synch, Print, Dual Disc - Other: RINGTONE

Recording Artist: N/A

Product Title: N/A

Licensee: REDACTED

Product Number: N/A

Description: Blanket Ringtone License Agreement w/ Schedule A

BLANKET RINGTONE LICENSE AGREEMENT

This ringtone license agreement (the "Agreement") is made and entered into as of January 20, 2006 (the "Effective Date"), by and between SONY/ATV MUSIC PUBLISHING LLC, a Delaware limited liability company, 550 Madison Avenue, New York, New York 10022 (hereinafter "Publisher" or "Sony"), on the one hand, and REDACTED (hereinafter, "Company"), on the other.

WHEREAS, Publisher owns, controls and/or administers the rights in and to certain Compositions (as defined below) (the "Sony Catalog"); and

WHEREAS, Company desires to select certain Compositions from the Sony Catalog and incorporate them into Ringtones (as defined below), and Publisher desires to grant Company a license to so use the Compositions, subject to the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

1. GRANT OF RIGHTS/RESTRICTIONS/PROCEDURES

(a) Publisher hereby grants to Company a non-exclusive right and license throughout the Territory to do the following with respect to the Compositions in the Sony Catalog: (i) to adapt and record, at Company's sole expense, up to thirty (30) seconds of each Composition in the Sony Catalog and to create one (1) or more Ringtones embodying each such Composition, and to authorize Approved Sublicensees to do the same; provided, however, that no such adaptation shall change the basic melody or fundamental character of any such Composition; (ii) to Sell and otherwise distribute Ringtones solely as permitted hereunder, and to authorize Approved Sublicensees to do the same; (iii) to copy, reproduce, store and transmit Ringtones solely to the extent necessary to exploit the Ringtones as specifically set forth herein, and to authorize Approved Sublicensees to do the same; (iv) to grant a perpetual license to each End User who lawfully receives Ringtones from a Service to use and exploit such Ringtones as permitted by the terms and conditions under which an End User is permitted to use the Ringtones concerned, and to authorize Approved Sublicensees to do the same; and (v) to use the titles of the Compositions embodied in Ringtones and the names of the writer(s)/composer(s) of such Compositions solely as factual identifiers when making Ringtones available to End Users on a Service, and to authorize Approved Sublicensees to do the same.

(b) Notwithstanding anything to the contrary set forth herein, the rights granted hereunder do not include the right to use the music or the lyrics of any Composition in connection with any advertisement or commercial or in any printed form, or to synchronize the Compositions in timed relation with any still, animated, or moving visual image of any nature. In addition, neither the music nor the lyrics of the Compositions shall be used or positioned in a manner that could be construed as an endorsement of, advertising or promotion for any product or service, including, without limitation, any product or service of Company, any or any Approved Sublicensee, without Publisher's prior written consent.

(c) All rights not specifically granted herein are reserved by Publisher. For the avoidance of doubt, the rights granted hereunder do not include the right to publicly perform Ringtones by any means or for any purpose, including, without limitation, preview or demonstration purposes. Company is solely responsible for, and shall pay all costs associated

with, obtaining such performing rights licenses directly from the applicable performing rights society, including, without limitation, ASCAP, BMI, SESAC or any other applicable third party.

(d) Attached hereto as Exhibit A is a list of Compositions from the Sony Catalog that Company desires to use in Ringtones as of the Effective Date. If at any time during the Term Company wishes to amend Schedule A to include additional Compositions, Company shall provide Publisher with written notice of its desire to amend Schedule A and include the titles of the additional Compositions. Company shall not use any such Compositions until Company receives written notice from Publisher confirming that such additional Compositions may be used and setting forth the relative ownership and/or income interests of the copyright proprietors of each Composition concerned. All requests by Company to amend Schedule A shall be sent in writing to Todd Ellis, Licensing Manager, Sony/ATV Music Publishing LLC, 8 Music Square West, Nashville, TN 37203. todd_ellis@sonymusic.com.

2. COMPANY OBLIGATIONS

(a) Company agrees to comply with any and all restrictions communicated to Company by Publisher relating to a specific Composition relative to Territory, name and likeness, use restrictions and any other restrictions to which Publisher may be subject.

(b) Publisher may request in writing that Company and each Approved Sublicensee cease exploiting any Composition hereunder, for any reason or no reason at all. For the avoidance of doubt, it is understood that all third party licensees shall be treated equally with respect to the foregoing provision. Company shall terminate its use and exploitation of the specified Compositions within ten (10) days after receiving notice of such request from Publisher.

(c) At all times during the Term, the Ringtones shall be stored, hosted, secured, served and delivered in accordance with Company's security practices, which shall at a minimum provide a reasonable level of security for all Ringtones hereunder. If during the Term more advanced security technology becomes readily available in the marketplace and is generally adopted as an acceptable standard, Company shall store, host, secure, serve and deliver the Ringtones pursuant to such more advanced technology. If a breach of security occurs, or if Publisher reasonably believes that a breach in security will occur in connection with the servers or network components used for the Ringtones, such that unauthorized access to the Ringtones is or may become available, then Company will immediately, but in no event later than within twenty-four (24) hours after notice from Publisher, prevent access to the Ringtones, and Company's license rights hereunder will be suspended until such time as the security breach is cured to Publisher's satisfaction. Company shall immediately report to and notify Sony in writing of all server breaches and all forms of "hacking" that expose the Ringtones to unauthorized access.

(d) Company shall, at Publisher's request, enable five (5) designees of Publisher to freely and without charge or expense to Publisher receive Ringtones as an End User of the Service for the purpose of evaluating the quality of the Ringtones concerned and ensuring Company's adherence to the terms and conditions of this Agreement. Publisher shall provide the names of its designee(s) to Company in writing promptly after Publisher makes such request.

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3. **TERM**

The Term of this Agreement shall commence on the Effective Date and end on the date that is twelve (12) months thereafter, unless earlier terminated by either party hereto as hereinafter set forth.

4. **ADVANCE**

In consideration of the license granted to Company herein, Company shall pay to Publisher, as an advance against the fees payable to Publisher pursuant to paragraph 5 below, the non-returnable sum of REDACTED payable in two REDACTED payments within two months of Company's execution of this Agreement.

5. **RINGTONE LCENSE FEES**

As full and sufficient consideration of the rights granted herein, Company shall pay Publisher the following:

(a) Ringtone License Fees.

(i) For each Sale of a Ringtone embodying a Composition hereunder, a license fee equal to the greater of: (i) REDACTED of Company Revenue from such Sale; or (ii) REDACTED (the "Standard License Fee"), provided that with respect to any Ringtone containing any Composition that is not wholly owned and/or controlled by Publisher in and throughout the Territory, the payment specified in this section 5(a)(i) shall be pro-rated in proportion to Publisher's ownership or administrative share of such musical composition as set forth on Schedule A attached hereto. For the avoidance of doubt, if more than one Ringtone is created using the same Composition, Company shall pay an Standard License Fee in respect of each such Ringtone; and

(b) Fixation Fees.

(i) In respect of each Composition set forth on Schedule A attached hereto, a non-refundable, non-recoupable fixation and administration fee in the amount of REDACTED (the "Standard Fixation Fee") in respect of the initial fixation of each such Composition, payable promptly after Company's execution hereof. In the event Schedule A is amended to include additional Compositions, the Standard Fixation Fee in respect of each such additional Composition shall be payable in connection with the accounting statement rendered to Publisher pursuant to paragraph 6 hereof immediately following the addition of the Compositions concerned. For the avoidance of doubt, if more than one Ringtone is created using the same Composition, Company shall pay a Standard Fixation Fee in respect of each such Ringtone.

(c) If at any time during the Term hereof Company pays any license fee, royalty, advance, and/or other monies, or offers any other financial terms or economic benefits (collectively, the "Remuneration"), for the same or equivalent rights as granted herein to any other publisher, administrator, licensor or owner of musical compositions, or to any agent of the same (including any music industry rights society) that is greater or more beneficial than the terms set forth herein, such more favorable Remuneration shall automatically be included herein and Company shall pay and/or provide such more favorable Remuneration to Publisher retroactively to the date on which such more favorable Remuneration is granted to such other publisher, administrator or owner.

6. PAYMENTS AND ACCOUNTINGS

(a) Company shall compute and pay an amount equal to the applicable Ringtone License Fees, Fixation Fees and any other payments accrued hereunder no less than forty-five (45) days after the end of each calendar quarter of the Term, in respect of each such calendar quarterly period. In connection with each calendar quarterly accounting period, Company shall also send an accounting statement (the "Ringtone License and Fixation Fee Report") covering the calculation and determination of the Ringtone License Fees and the Fixation Fees, including the following: (i) the title of the Composition embodied in each Ringtone Sold or otherwise distributed; (ii) the writer(s)/composer(s) of the Composition concerned; (iii) the number of Sales, transmissions, downloads, streams, performances or other deliveries of each Composition concerned made by Company and each Approved Sublicensee; (iv) the retail price charged by Company and each Approved Sublicensee in connection with the Ringtone concerned; (v) the Net Monetary Revenue received by Company each Approved Sublicensee in connection with the Ringtone concerned; (vi) the period during which the Sale, transmission, download, stream, performance or other delivery of the Ringtone concerned occurred; (vii) the Ringtone License Fee and the Fixation Fee payable in respect of each Composition; (viii) all other information reasonably necessary to support all calculations of the amounts paid and which may be due; and (ix) the amount of all such fees and payments which are due for the quarterly period concerned. The information set forth in the preceding sentence shall be separately reflected for Company and each Approved Sublicensee for each region of the Territory.

(b) All payments to Publisher shall be computed in the relevant local currency and remitted in United States dollars. Each conversion from another currency for the purpose of computing such payments shall be calculated at the rate of exchange, as published by *The Wall Street Journal*, for major territory currencies, in effect on the date the statement concerned is rendered.

(c) Company shall pay interest at the rate of one percent (1.0%) per month, or the maximum rate permitted by law, whichever is less, from the date past due, on any Ringtone License Fees or Fixation Fees not paid within forty-five (45) days following the quarterly accounting period as provided herein, without prejudice to any other rights Sony may have in connection with such delinquency.

(d) Company shall maintain accurate and complete records and accounting books with regard to the licensing and exploitation of the Compositions embodied in the Ringtones, including, without limitation, all information needed to compute and verify the amounts payable to Publisher hereunder. During the Term, but not later than the date that is five (5) years following the termination or expiration of the Term, upon reasonable advance written notice, and at Sony's sole cost and expense (subject to the last sentence of this subparagraph 6(e)), Publisher will have the right to examine, or appoint a third party auditor to examine, those books and

records at any time during Company's normal business hours at the place where such books and records are normally maintained; provided, however, that Sony shall be permitted to make such examination only one (1) time during any five (5) year period in connection with a particular Ringtone License Fee Report or Fixation Fee Report, as the case may be. Company will reasonably cooperate with Publisher's representatives to insure compliance with the foregoing. In the event an examination of Company's books and records reveals a deficiency in payments paid to Publisher of five percent (5%) or more of the total amount accounted to Publisher during the period of the audit, Company shall pay all reasonable out-of-pocket expenses related to the performance of such examination, including, without limitation, travel expenses, hotel expenses and per diems, together with the underpayment and interest as provided herein.

(e) For a period of five (5) years following the last day of the Term, Company shall retain all transaction data reasonably necessary for Publisher and Company to determine and verify all amounts due or payable hereunder and for accounting purposes.

6A. TAXES

Company and each Approved Sublicensee shall have the sole responsibility for collection and remittance to the appropriate taxing authorities taxes that may be imposed on sales of Ringtones by Company and each Approved Sublicensee to End Users. Taxes include sales, use, excise, gross receipts or other similar taxes. Each party hereto shall be responsible for taxes based on its own net income.

7. EXPERIMENTAL AGREEMENT

This Agreement is being entered into on an experimental and non-prejudicial basis, shall apply for the Term hereof only, and shall not be binding upon or prejudicial to any position taken by Publisher or Company for any period subsequent to the Term of this Agreement, including but not limited to the negotiation of the renewal or extension of this Agreement.

8. OWNERSHIP AND ARRANGEMENT OF COPIES

(a) Any arrangement(s) or adaptations of a Composition which Company shall cause to be made in the creation of a Ringtone shall be made at Company's sole expense and shall be created only as the result of employment-for-hire, and such arrangement or adaptation shall be a "Work Made For Hire" for Company as such term is used in the United States copyright law. Promptly after the rights granted to Company hereunder expire or terminate, Company shall be deemed to have assigned to Publisher the copyright throughout the universe to each arrangement or adaptation of such Ringtones and all renewals and extensions of copyright therein, and Company shall execute all documents reasonably necessary to evidence the assignment thereof. The arranger shall not be entitled to authorship credit or status as a collaborator or any remuneration by way of royalty or otherwise from the authors of such Composition or from Publisher or from any agent of Publisher.

(b) Notwithstanding the foregoing, Publisher hereby agrees never to use itself or license the use of the arrangements acquired pursuant to subparagraph 8(a) above to any third party, whether inside or outside the Territory or during or after the Term.

9. WARRANTIES, REPRESENTATIONS AND INDEMNITIES

(a) Publisher represents, warrants and agrees (solely with respect to its respective fractional interest in the Compositions as set forth on Schedule A attached hereto) that (i) it has the full right, power and authority to enter into this Agreement and to grant to Company all the rights hereunder on the terms and conditions set forth herein and it will not take any action which conflicts or is inconsistent with such ability, right and authority; and (ii) the use of the Compositions as contemplated hereunder shall not violate any intellectual property right of any third party and there are no actions, suits, proceedings, agreements or other impediments, actual or threatened, which would prevent or impair Publisher from performing its duties and obligations hereunder.

(b) Company warrants, represents and agrees that (i) Company has the right and power to enter into and fully perform this Agreement and Company and each Approved Sublicensee is and shall continuously be a corporation in good standing in the jurisdiction of its incorporation; (ii) Company's and each Approved Sublicensee's principal place of business is located within the United States of America; (iii) Company and each Approved Sublicensee shall track and maintain records of the countries in which each Ringtone is downloaded, transmitted, delivered or otherwise distributed; (iv) upon written instruction from Publisher, Company and Approved Sublicensee shall not license or distribute any Ringtone or Composition to any third party that is engaged in piracy, illegal activities or other unauthorized uses of the Composition, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor; (v) Company and each Approved Sublicensee has or will promptly obtain from the applicable public performance licensing society or organization a license to publicly perform the Ringtones throughout the Territory; (vi) Company and each Approved Sublicensee will not, and shall not authorize any person or entity to change the basic melody or fundamental character of any Composition; (vii) Company and each Approved Sublicensee will not cause, through its actions and/or omissions, any and all so-called "viruses," "worms" and/or "destructive codes" (as those terms are commonly understood in the United States computer industry) to be embodied in any Ringtones; (viii) Ringtones shall be made available by Company and Approved Sublicensees exclusively to authorized End Users; and (ix) Ringtones will not be offered in a manner that could be construed by a reasonable person as an endorsement or sponsorship of any product, service, person or entity, as a so-called "commercial tie-up" or "commercial tie-in" or any similar use, directly or indirectly, in whole or in part.

You warrant and represent that you shall cause all Approved Sublicensees and other persons or entities providing services in connection with the Ringtones embodying Compositions hereunder to abide by the terms and conditions of this Agreement, and any breaches by such persons or entities shall be deemed breaches by Company, including, without limitation, for purposes of indemnification under section 10(d)(1).

(c) (1) Publisher shall indemnify and hold harmless Company from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorney's fees and costs) arising out of or incurred as a direct result of any breach by Publisher of any warranty, representation, agreement or undertaking made by Publisher in this Agreement (individually and collectively, "Publisher Claims");

(2) In the event of any Publisher Claim: (i) Company shall notify Publisher of the Publisher Claim concerned promptly following the date that Company becomes aware of it; (ii) Publisher shall defend against the Publisher Claim concerned (at Publisher's own expense) through legal counsel selected by Publisher; and (iii) each party shall reasonably cooperate with

the other in the defense of the Publisher Claim concerned. Publisher may not settle a Publisher Claim without Company's prior written consent, which consent shall not be unreasonably withheld or delayed. Publisher shall be solely responsible for the amount of any settlement or judgment for such Publisher Claim and all legal expenses and counsel fees incurred by Publisher in connection therewith. Company shall have the right at all times to actively participate in the defense of any Publisher Claim and to employ legal counsel selected by Company at Company's own expense, it being understood that Publisher shall have the right at all times, in Publisher's sole discretion, to maintain control of the conduct of the defense.

(d) (1) Company shall indemnify and hold harmless Publisher and Publisher's affiliates from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorney's fees and costs) arising out of or incurred as a direct result of (i) any breach by Company of any warranty, representation, agreement or understanding made by Company in this Agreement; and (ii) any claims that result from any use of the Compositions by Company that are not expressly authorized by this Agreement; (individually and collectively, "Company Claims").

(2) In the event of any Company Claim: (i) Publisher shall notify Company of the Company Claim concerned promptly following the date that Publisher becomes aware of it; (ii) Company shall defend against the Company Claim concerned (at Company's own expense) through legal counsel selected by Company; and (iii) each party shall reasonably cooperate with the other in the defense of the Company Claim concerned. Company may not settle a Company Claim without Publisher's prior written consent, which consent shall not be unreasonably withheld or delayed. Company shall be solely responsible for the amount of any settlement or judgment for such Company Claim and all legal expenses and counsel fees incurred by Company in connection therewith. Publisher shall have the right at all times to actively participate in the defense of any Company Claim and to employ legal counsel selected by Publisher at Publisher's own expense, it being understood that Company shall have the right at all times, in Company's sole discretion, to maintain control of the conduct of the defense.

10. TERMINATION

(a) If either party hereto fails to comply with any of the material terms or conditions of this Agreement (the "Defaulting Party"), the other party hereto (the "Non-Defaulting Party") may (without prejudice to any other rights the Non-Defaulting Party may have) terminate this Agreement by giving the Defaulting Party thirty (30) days' prior written notice to cure its breach or default. If the Defaulting Party does not cure its breach or default within such thirty (30) day period, the Non-Defaulting Party may forthwith terminate this Agreement upon written notice to the Defaulting Party. Any notice of termination shall be effective as of the date of such notice, but in no event sooner than three (3) business days after the Defaulting Party's receipt of such notice. Notwithstanding anything to the contrary, this Agreement will terminate automatically, without notice (if permitted under applicable law), if any of the following occurs:

(i) Company is dissolved or its assets are liquidated, or if Company becomes insolvent; or

(ii) A bankruptcy proceeding for a reorganization or for other relief from the claims of creditors, or any similar proceeding takes place with respect to Company or its assets.

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(iii) Company ceases doing business in the ordinary course and/or there is a substantial diminution in the ability of Company to effectively carry on its business in general or any aspect thereof or the business of a Service in particular.

(iv) Company breaches any of Company's material representations, warranties, covenants or obligations hereunder, or Company fails to fulfill its material obligations hereunder; provided, however, that such breach is not cured within twenty (20) days from Company's receipt of Sony's notice of such breach.

(v) Company fails to timely make payments required hereunder or render any information or documents required to be furnished or otherwise made available to Publisher as and when required hereunder; provided, however, that with respect to any such breach Company shall have a period of five (5) days from its receipt of Publisher's notice of such breach in which to cure said breach.

(vi) Company uses a Composition in a Ringtone without first notifying Publisher in writing of the title of the Composition concerned and receiving approval for the use of such Compositions from Publisher.

(vii) Company licenses the rights hereunder to a third party that is not an Approved Sublicensee as set forth herein.

(b) The expiration or termination of this Agreement shall not relieve either party hereto of responsibility for obligations incurred prior to termination.

(c) Upon the expiration or termination of this Agreement, all rights of Company, and Approved Sublicensees in and to the Compositions shall terminate except as otherwise provided herein, Company shall remove, return or destroy all Ringtones embodying the Compositions hereunder, and Company shall pay all monies then due or to become due to Sony pursuant to paragraph 5 hereof.

(d) Anything to the contrary herein notwithstanding, the rights of End Users in respect of Ringtones lawfully obtained under section 1(a)(iv) hereof shall survive any expiration or termination of this Agreement.

(e) The terms, provisions, representations, and warranties contained in this Agreement which are intended to survive the expiration or termination of this Agreement will so survive and continue in full force and effect until they are satisfied in full or by their nature expire.

11. DEFINITIONS

(a) Intentionally Omitted Without Implication.

(b) "Approved Sublicensee(s)" shall mean those entities approved by Publisher as set forth on Schedule B attached hereto. Additional third parties may be added to Schedule B, subject to Sony's prior written approval. If no Schedule B is attached hereto, Company shall be deemed to have no Approved Sublicensees and Company shall have no right to grant the rights

granted herein to any third party. For the avoidance of doubt, Approved Sublicensees shall not have the right to license the rights granted to them by you hereunder.

(c) "Compositions" means those musical works, solely to the extent that they are owned and/or controlled by Publisher in and throughout the Territory, which Publisher has approved for use by Company in the creation of Ringtone(s) as set forth on Schedule A, attached to and made a part hereof, as such Schedule A may be amended in writing from time to time as hereinafter provided.

(d) "End User" means any person within the Territory who receives a Ringtone or to whom a Ringtone is distributed and/or transmitted for the purpose of being written or otherwise stored in the memory of such End User's selected Wireless Device.

(e) "Company Revenue" means (a) the Net Monetary Revenue received by, or due and owing to, Company and each Approved Sublicensee from the Sale by Company and each Approved Sublicensee, as applicable, of a Ringtone via a Service, calculated by using the Sale price of the Ringtone concerned charged by Company and each Approved Sublicensee, as applicable, to an End User; and (b) the reasonable value of goods, services or credits received by Company and each Approved Sublicensee from any source in lieu of cash payments for the exploitation of Ringtones licensed hereunder. For the avoidance of doubt, if Company sublicenses any Ringtone to an Approved Sublicensee, it is the Sale price of the Ringtone to the End User charged by the Approved Sublicensee concerned, and not any lesser sublicensing fee paid by the Approved Sublicensee to Company, that shall be used as a basis to determine Company Revenue. "Net Monetary Revenue" means gross revenue, excluding value added, use, sales or other similar taxes to be collected for payment to the applicable taxing authority(ies), but excluding, for the avoidance of doubt, rebates, in connection with such Sale.

(f) "Ringtone" means an audible electronic code, whether or not such code embodies a sound recording, embodying a performance of a pre-determined synthesized melodic fragment of a Composition, whether monophonic, polyphonic, midi, WAV, SMAF, AMR, MP3 or other formats created for the purpose of causing a Wireless Device to play such fragment for use as an identifier or as an element of an identifier of an activity on such Wireless Device, such as the receipt of an incoming signal.

(i) "Master Ringtone" shall mean a Ringtone consisting of a compressed audio file of an excerpt of a master recording of a Composition.

(ii) "Monophonic Ringtone" shall mean a Ringtone in the MIDI format consisting of a single melodic voice.

(iii) "Polyphonic Ringtone" shall mean a Ringtone in the MIDI format consisting of multiple melodic voices.

For the avoidance of doubt, the right to create Animated Ringtones is specifically excluded from this Agreement.

(g) "Sale", "Sell" or "Sold" means any action whereby an End User in the Territory obtains from Company or an Approved Sublicensee a complete or useable copy of a Ringtone that is capable of being written or otherwise stored in the memory of a Wireless Device. For the

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avoidance of doubt, a Sale shall include any action described in the preceding sentence which occurs during a promotion, contest, give-away or any other distribution of a Ringtone for no consideration or consideration other than the then-current full retail price. For the avoidance of doubt, Ringtones shall not be installed on or delivered to Wireless Devices prior to the purchase of such Wireless Devices by End Users (i.e., they shall not be embedded into Wireless Devices prior to the purchase of such Wireless Devices by End Users).

(h) "Service" means the provision of a Ringtone via a range of service channels, including, but not limited to, the Internet, cable, satellite, web, wireless application protocol (a/k/a WAP), wireless local area network (a/k/a WLAN), Bluetooth technology (infrared or other similar radio wave technology), wired connection from a local computer, short or smart messaging service (a/k/a SMS), subsequent corresponding technologies or any other form of distribution or transmission of Ringtones.

(i) "Term" means the period specified in Article 3 herein.

(j) "Territory" means the United States of America and Canada.

(k) "Wireless Device" shall mean an electronic device typically designed to be used for, among other purposes, mobile voice and/or data communications, and includes, without limitation, wireless communication terminals, handsets, mobile phones, pagers, personal digital assistants and accessories which are capable of receiving a Ringtone.

12. ASSIGNMENT

Publisher may assign its rights under this Agreement in whole or in part to any subsidiary, affiliated or controlling corporation or company, to any Person owning or acquiring a substantial portion of the stock or assets of Publisher, or to any partnership or other venture in which Publisher participates, and such rights may be similarly assigned by any assignee. No such assignment shall relieve Publisher of any of Publisher's obligations hereunder. Company may assign its rights hereunder to any affiliate or any other person in connection with the sale or transfer of substantially all of its assets, provided, however, that Company shall not assign this agreement to a competitor of Publisher or to an entity engaged in the business of manufacturing, distributing and/or selling (i) blank or digital recording media for the purpose of facilitating the resale thereof, or (ii) products designed to circumvent copy protection mechanisms.

13. FORCE MAJEURE

If because of: an act of God; inevitable accident; fire; lockout, strike or other labor dispute; riot or civil commotion; act of public enemy; enactment, rule, order or act of any government or governmental instrumentality (whether federal, state, local or foreign); failure of technical facilities; failure or delay of transportation facilities; any or other cause of a similar or different nature not reasonably within Sony's or Company's control (a "Force Majeure Event"); Sony or Company, as the case may be, is materially hampered in the performance of its obligations hereunder, then, without limiting either party's rights, Sony or Company, as the case may be, shall have the option by giving a notice ("Suspension Notice") to the other party hereto suspending the Term for the duration of any such contingency solely in the region of the Territory affected by such Force Majeure Event. In the event the Force Majeure Event exceeds thirty (30) days, this Agreement may be terminated by written notice from either party hereto.

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14. NOTICES

Except as specifically provided herein, all notices under this Agreement shall be in writing and shall be given by courier or other personal delivery or by registered or certified mail at the appropriate address below or at a substitute address designated by notice by the party concerned.

TO COMPANY: The address shown above.

TO PUBLISHER: 550 Madison Avenue
New York, New York 10022-3211
Attention: Senior Vice President, Business Affairs and Administration

and

Sony Corporation of America
Law Department
550 Madison Avenue
New York, New York 10022-3211
Attention: Senior Vice President and General Counsel

Notices shall be deemed given when mailed or, if personally delivered, when so delivered, except that a notice of change of address shall be effective only from the date of its receipt.

15. LIMITATION OF LIABILITY

EXCEPT FOR CLAIMS UNDER ARTICLE 9 ABOVE, NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR FOR INTERRUPTED COMMUNICATIONS, LOST DATA, LOST PROFITS, LOST REVENUE OR LOST OPPORTUNITIES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF THAT PARTY HAS BEEN ADVISED OF (OR KNOWS OR SHOULD KNOW OF) THE POSSIBILITY OF SUCH DAMAGES.

16. MISCELLANEOUS

(a) This agreement contains the entire understanding of the parties relating to its subject matter. No change of this agreement will be binding upon either party unless it is made by an instrument signed by Company and by an officer of Publisher. A waiver by either party of any provision of this agreement in any instance shall not be deemed to waive it for the future. All remedies, rights, undertakings, obligations and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy right, undertaking, obligation or agreement of either party.

(b) No designation, approval, or consent provided for in this Agreement will be deemed given unless set forth in writing and signed by an authorized officer or representative of the party concerned.

(c) If any part of this Agreement, or the application thereof to any party, shall be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect the

remainder of this Agreement, which shall continue in full force and effect, or the application of this Agreement to the remaining parties hereto.

(d) This agreement has been entered into in the State of New York, and the validity, interpretation and legal effect of this agreement 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), only, will have jurisdiction of any controversies regarding this agreement; any action or other proceeding which involves such a controversy will be brought in those courts, in New York County, and not elsewhere.

(e) The relationship of the parties is that of independent contractors and nothing in this Agreement shall render either party an agent of the other.

(f) The headings, subheadings, and other captions in this Agreement are for convenience and reference only and will not be used in interpreting, construing, or enforcing any of the terms of this Agreement. Each party acknowledges that it has had the opportunity to review this Agreement with legal counsel of its choice, and there will be no presumption that ambiguities will be construed or interpreted against the drafter, and no presumptions made or inferences drawn because of the inclusion of a term not contained in a prior draft or the deletion of a term contained in a prior draft. The words "hereof," "herein," "hereunder" and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement.

(g) This Agreement will not become effective until executed and delivered by Publisher and Company.

SONY/ATV MUSIC PUBLISHING LLC

By: _____

Name: Jonas Kaul

Title: _____

Date: 3/31/06

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SCHEDULE A

11765	26 Years, 17 Days	Lyfe	Jennings, Sigler, Curry	50.00%	50.00%	World Wide
14769	50/50	Lemar	Hermansen, T.E./Miller, M./Obika, Lemar/Rustan, H./Mikkel SE	12.50%	12.50%	World Wide
127606	83	John Mayer	Mayer	100%	100.00%	World Wide
112898	911	Wyclef Feat. Mary J Blige	Jean; DuPlessis; Brown; Cadet	47.50%	47.50%	World Wide
68509	(I've Had) The Time Of My Life	Officer & A Gentleman	J. DeNicola,D. Markowitz, F. Previte	12.50%	12.50%	World Wide
58927	(Lying Here With) Linda On My Mind	Conway Twitty	Twitty	100.00%	100.00%	World Wide
	1 In The Morning	LL Cool J	James Smith, Blackmen	100.00%	100.00%	World Wide
599373	1000 Good Intentions	Rise Against	Pincipe/McIlrath/Barnes/Wieklinski	75.00%	75.00%	World Wide
76051	4,3,2,1	LL Cool J	Smith/Redmon/Sermon/ Method Man/Cannibus	15.00%	15.00%	World Wide
39005	50,000 Names	George Jones	O'Hara	100.00%	100.00%	Worldwide
127338	8 Days of Christmas	Destiny's Child	Knowles / McCalla	50%	50.00%	Worldwide
110756	9PM	ATB	Tannenberger/Ferrerons/Posadas/Riviera	50.00%	31.25%	World Wide
83909	A Day In The Life	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
38092	A Little Respect	Erasure	Bell/Clarke	100.00%	100.00%	World Wide
118200	A Love Before Time (Crouching Tiger Hidden Dragon Theme)	Theme	Calandrelli / Dun	100.00%	100.00%	Worldwide
137936	A Moment Like This	Kelly Clarkson	Ried/Elofsson	50.00%	50.00%	World Wide
130202	A New Day Has Come	Celine Dion	Moccio/Nova	50.00%	40.00%	World Wide
337255	A Real Fine Place to Start	Sara Evans	Ducas/Foster	50.00%	50.00%	World
601010	Absolutely Fabulous	Pet Shop Boys	Tennant/Lowe	100.00%	100.00%	World Wide
83910	Across The Universe	Beatles	Lennon/McCartney	66.67%Sony, 33.33% EMI	100.00%	World Wide
67841	Adia	Sarah McLachlan	McLachlin/P. Marchand	50.00%	50.00%	World Excluding Canada
315510	Aerials	System of a Down	Malakian, Tankian, Odadjian, Dolmayan	100.00%	100.00%	World Wide
523508	Aero Dynamic	Kraftwerk	Schmitt/Huetter/Hilpert	100.00%	100.00%	Worldwide
293946	After You've Gone	One True Voice	Stock/Waterman	50.00%	50.00%	World Ex. Eire, UK
449448	Agnus Dei	Michael W. Smith	Smith	100.00%	100.00%	World Wide
593885	Ahora Quien	Marc Anthony	Estefano/Reyes	100.00%	100.00%	Worldwide
35380	Ain't Goin' Down Til The Sun Comes Up	Garth Brooks	Williams/Brooks/Blazy	33.34%	33.34%	World Wide
130269	Ain't It Funny	Jennifer Lopez	Rooney / Lopez	100.00%	100.00%	Worldwide
54545	Ain't No Fun (If The Homies Can't Have None)	Snoop Dogg	Young/Brooks/Nathan/Kurupt/Warren	50.00%	50.00%	World Wide
104958	Ain't No Future In Yo Frontin'	MC Breed	Troutman/Clinton/	31.25%	31.25%	Worldwide
597582	Ain't Nothin Wrong	Houston	Edmonds/Dixon/Thomas/Dawkins/Mason Jr	17.50%	17.50%	World Wide
84438	Air	Ben Folds Five	Ben Folds, Darren Jessee, Robert Sledge	100.00%	100%	World Wide
548027	Algo Tienes	Paulina Rubio	Chris Rodriguez, Manny Benito	50.00%	50%	World Wide
596105	Alive	Kenny Wayne Shepherd	Frederiksen/Shepherd	100.00%	100%	World Wide
547537	All Falls Down	Kayne West	Hill/West	100.00%	100%	World Wide
44501	All For Love (The Three Musketeers)	Bryan Adams	Adams/Lange/Kamen	58.33%	58%	World wide
512560	All I Have	Jennifer Lopez	Riddick/Bowser/Richardson/Smith/McPherson/Jeffrey	8.34%	8%	World Wide
102020	All I Wanna Do	Sheryl Crow	Gilbert, Kevin	16.50%	16.50%	World Wide
86529	All I Want For Christmas Is You	Mariah Carey	Carey/Afanasieff	50.00%	50.00%	World Wide
608781	All Jacked Up	Gretchen Wilson	Wilson/McGehee/Rich	33.34%	33.34%	World Wide
448710	All My Exes Live In Texas	George Strait	Shafer	100.00%	100.00%	World Wide
83912	All My Lovin	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	
132105	All Rise	Blue	Eriksen / Rustan / Hermansen	30.00%	30.00%	Worldwide
83913	All Together Now	Beatles	Lennon/McCartney	66.67%Sony, 33.33% EMI	100.00%	World Wide
83914	All You Need Is Love	Beatles	Lennon John/Mc Cartney Paul	66.67%Sony, 33.33% EMI	100.00%	World Wide
38041	Alone	Mariah Carey	Steinberg/Kelly	100.00%	100.00%	World Wide
41302	Alone Again (Naturally)	Gilbert O'Sullivan	O'Sullivan	100.00%	100.00%	World X UK, Japan, SE Asia
220306	Anthem For the Year 2000	Silver Chair	Johns	100.00%	100.00%	World
117669	Always Come Back To Your Love	Samantha Mumba	Eriksen / Rustan / Hermansen	33.34%	33.34%	Worldwide
82696	Always Never The Same	George Strait	McBride/Green	50.00%	50.00%	Worldwide
58638	Always You	Sophie Zelmani	Zelmani/Halapi/Starkie	100.00%	100.00%	World wide
124396	AM TO PM (Spanish Version)	Christina Milian	Milian/ Kerbson/ Winnberg / Lopez	16.67%	16.67%	Worldwide
593969	Amar Sin Mentiras	Marc Anthony	Estefano/Anthony	100.00%	100.00%	World Wide
113587	Amazed	Poe	Daniekewski Annie	60.00%	100.00%	World Wide
526459	Amazin'	LL Cool J	Smith, Hugo, Williams	50.00%	50.00%	World Wide
395539	America	Neil Diamond	Diamond	100.00%	100.00%	WW
331276	American Dream	System of a Down	Malakian, Tankian, Odadjian, Dolmayan	100.00%	100.00%	World Wide
449288	American Trilogy	Elvis Presley	Newbury	100.00%	100.00%	Worldwide
16027	Amigos	Marc Anthony	Carlos/Carlos	50.00%	50.00%	World Wide
83915	And I Love Her	Beatles	Lennon John/Mc Cartney Paul	66.67%Sony, 33.33% EMI	100.00%	World Wide
48486	And Our Feelings	Babyface	Edmonds/Simmons	85.00%	85.00%	World Wide
24475	And The Beat Goes On	The Whispers	Shelby/Shockley/Sylvers/Smith	66.67%	66.67%	World Wide
67832	Angel	Sarah McLauchlan	S McLauchlan	100.00%	100.00%	World Excluding Canada
61532	Angel's Among Us	Alabama	Goodman/Hobbs	100.00%	100.00%	World Wide
447624	Another World	Joe Jackson	Joe Jackson	100.00%	100.00%	World Wide
145497	Antologia	Shakira	Morbarak/Ochoa	100.00%	100.00%	World Wide
78141	Anymore	Travis Tritt	Tritt/Colucci	50.00%	50.00%	World Wide
108785	Anytime	Kelly Clarkson	Watters/Blancaniello	50.00%	50.00%	US
96250	Apple Cobbler	LL Cool J	James Smith, Tim Mosley	pending	pending	
190076	Army	Ben Folds Five	Ben Folds	100.00%	100%	World Wide
555217	Around the Way Girl	LL Cool J	Smith/James/Williams	37.50%	38%	World Wide
	As Good as I Once Was	Toby Keith	Emerick/Keith	50.00%	50%	World Wide

SCHEDULE A

593842	Ashes Of The Wake	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100.00%	100.00%	WW
523391	Augusta Rain (Georgia Rain)	Trisha Yearwood				
503927	Baby I Love U	Jennifer Lopez	Rooney/Lopez/Shea/Barry	33.34%	33%	World Wide
100549	Baby I'm A Want You	Bread	Gates David A	100.00%	100.00%	World Wide
83921	Baby You're A Rich Man	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
35058	Baby, Baby, Baby	TLC	Edmonds/Reid/Simmons	33.34%	33%	World wide
	Bachelor Party	Nas		splits are pending		
125373	Back From The Dead	Kid Rock	Peters	100.00%	100.00%	World Wide
83922	Back In The USSR	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
243389	Back Seat	LL Cool J	Smith/Jones	43.75%	43.75%	World Wide
197552	Back to Life	Soul II Soul	Law/Romeo/Wheeler/Hooper	41.67%	41.67%	World Wide
525721	Back When	Tim McGraw	Lynch, Stevens, Smith	33.34%	33.34%	World Wide
52679	Bad Case Of Loving You	Robert Palmer	John Martin	100.00%	100.00%	World Wide
	Badaboom	B2K feat. Fabolous	Jackson/Stokes/Scott/Houston	pending	pending	World Wide
81936	Bama Lama Bama Loo	Little Richard	Penniman	100.00%	100.00%	World Wide
124012	Band Of Brothers Main Theme	N/A	Kamen	87.50%	87.50%	World wide
130250	Baya Baya	Safri Duo	Friis/Savery	100.00%	100.00%	World Wide
497293	Be As You Are	Kenny Chesney	Chesney, Dillon	100.00%	100.00%	World Wide
110095	Be Bop A Lula	Gene Vincent	Davis/Vincent	83.33%	83.33%	US & Canada
84106	Because	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00%	World Wide
301503	Because I Love You	Mark Oh	Brooks	100.00%	100.00%	World Wide
180020	Beds Are Burning	Noyaspace	Gifford/Hirst/Mcginlie/Garrett	100.00%	100.00%	World Wide
131824	Beer For My Horses	Toby Keith/Willie Nelson	Emerick/Keith	50.00%	50.00%	World Wide
70449	Beer Thirty	Brooks and Dunn	Dunn, Ronnie G.	50.00%	50.00%	World Wide
85204	Before The Night Is Over	Bryan Adams	Adams/Martin	50.00%	40.00%	World Wide
83924	Being For The Benefit Of Mr. Kite	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
85190	Believe In You	Amanda Marshall	Marshall / Bazilian	50.00%	50.00%	Worldwide
272668	Better the Devil You Know	Kylie Minogue	Stock/Aitken/Waterman	33.34%	33.34%	World Wide
51225	Better Things To Do	Terri Clark	Shapiro / Clark /Waters	47.50%	47.50%	Worldwide
	Big Chips	Jay Z & R Kelly	R. Kelly/S. Carter/J.C Olivier, S.J. Dames/	splits are pending		
172759	Big Yellow Taxi	Counting Crows	Mitchell	100.00%	100.00%	World Wide
518573	Bigger Than My Body	John Mayer	Mayer	100.00%	100.00%	Worldwide
111338	Bills, Bills, Bills	Destiny's Child	Knowles, Beyonce G.	10.00%	10.00%	World Wide
83925	Birthday	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
46887	Bitches Ain't Shit	Dr. Dre	Young/Broadus/Curry/Arnaud/Brown	62.50%	62.50%	World Wide
606538	Bitches Ain't Shit	Lil Jon	Durham/Harris/Lewis	37.50%	37.50%	World Wide
607338	Black Horse & Cherry Tree	Katie Tunstall	Katie Tunstall	100.00%	100.00%	World Wide
343868	Black Suits Comin' (Nod Ya Head)	Will Smith	Smith - Sparks - Feemster - Bennett - Bennett - Bennett	73.75%	73.75%	World Wide
83926	Blackbird	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
421876	Blank Sheet of Paper	Tim McGraw	Warren, Warren, Schlitz	66.66%	66.66%	World Wide
116133	Blessed	Martina Mcbride	Lindsey / Verges / James	33.33%	33.33%	Worldwide
593835	Blood Of The Scribe	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100.00%	100.00%	WW
84754	Blue Jay Way	Beatles	Harrison	100.00%	100.00%	World Wide
20600	Blue Savannah	Eresure	Bell/Clarke	100.00%	100.00%	World Wide
303211	Bonnie and Shyne	Shyne	Thompson, David, Levy, Barrow, Gassion, Gugielmi	20.00%	20.00%	World Wide
448367	Boom	System Of A Down	Malakian/Tankian/Dolmayan/ Odadjian	100.00%	100.00%	World wide
196233	Boomin System	LL Cool J	Smith/Williams	37.50%	37.50%	World wide
35968	Boot Scootin' Boogie	Brooks & Dunn	Dunn, Ronnie G.	100.00%	100.00%	World wide
168465	Booti Call	Blackstreet	Clinton George Jr; Dickey Antwone L; Riley Edward T; Riley Markell Demont; Sermon Erick S; Shider Garry Marshall; Spradley David Lee; Sylvers Leon F III; Troutman Larry; Troutman Roger	37.50%	37.50%	World wide
302137	Bootyticious	Destiny's Child	Nicks/Fusari/Knowles/Welsh /Moore	87.50%	87.50%	World wide
106535	Born Free	Roger Williams	Barry John/Black Donald	100.00%	100.00%	World Wide
116914	Born Slippy	Underworld	Smith/Hyde	100.00%	100.00%	World Wide
111400	Born To Fly	Sara Evans	Evans/Hummon/Scott	33.34%	33.34%	World Wide
504927	Born to Try	Delta Goodrem	Delta Goodrem/Mtawarira, Audius	100.00%	100.00%	World Wide
316523	Bounce	System of a Down	Malakian, Tankian, Odadjian, Dolmayan	100.00%	100.00%	World Wide
28725	Brand New Man	Brooks and Dunn	Cook, Don Kirby, Brooks, Leon E.	100.00%	100.00%	World Wide
537150	Brass Bed	Josh Gracin	James/McBride/Hughes	33.34%	33.34%	World Wide
98458	Brass Monkey	Beastie Boys	Rubin / Horowitz / Yauch / Diamond	50.00%	50.00%	Worldwide
593843	Break You	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100.00%	100.00%	WW
504561	Breathe	Blu Cantrell	Martin/Matias/Bemberry/ Bradford/Harris/Joiner/Mathers/ Aznavour	17.50%	17.50%	World Wide
45152	Breathe Again	Toni Braxton	Edmonds	100.00%	100.00%	World wide
62899	Brick	Ben Folds Five	Folds/Jessee	100.00%	100.00%	World Wide
593831	Bring Me Down	Miranda Lambert	Miranda/Howard	50.00%	50.00%	World Wide
105213	Bring It All To Me	n/a	Rooney/Spencer/Shelby	25.00%	25.00%	World Wide
496337	Brokenheartsville	Joe Nichols	Daniels/Kees/Boudreaux/Mevis	50.00%	50.00%	World Wide
118495	Brown Eyes	Destiny's Child	Knowles/Afanasieff	100.00%	100.00%	World Wide
129225	Brown Skin	India.Arie	Arie/Sanders/Batson	43%	42.50%	World Wide
111338	BUG A BOO	DESTINY'S CHILD	Briggs, Burrus, Knowles, Roberson, Rowland, Luckett	7.50%	7.50%	Worldwide
67839	Building A Mystery	Sarah McLachlan	Sarah McLachlan	50.00%	50.00%	US
46842	Burnin' For You	Blue Oyster Cult	Metzer/Roeser	100.00%	100.00%	World Wide
106534	Burning Love	Elvis Presley	Linde Dennis	100.00%	100.00%	World Wide
208913	Butterfly	Mariah Carey	Carey/Afanasieff	50.00%	50.00%	World Wide
625406	B.Y.O.B.	System Of A Down	Malakian/Tankian/Dolmayan/ Odadjian	100.00%	100.00%	World Wide

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546917	By The Time I Get To Phoenix	Glen Campbell	Webb	Sony/Lastrad 46.25%	46.25% World Wide
287760	By Your Side	Sade	Denman/Matthewman/Adu/Hale	100.00%	100.00% World Wide
204569	Bye Bye Baby	TQ	Quales/Mosley/Howard	50.00%	50.00% World Wide
155408	California Love (remix)	Dr. Dre and Roger Troutman	Troutman/Troutman/Durham/Cunnigham/Hudson/Hooks	65.00%	65.00% World Wide
81808	Call and Answer	Barenaked Ladies	Duffy/Page	50.00%	50.00% Worldwide
505036	Call Me	Fabulous	Barnes/Olivier/Jackson/Myers	25.00%	25.00% World Wide
288545	Call On Me	ERIC PRYDZ	Sanders, Ramsey, Huggard	25.00%	25.00% WW
627739	Calm Before The Storm	Fall Out Boy	Peter Wentz, Patrick Stumph, Joseph Trohman, Andrew Hurley	100.00%	100.00% World Wide
104096	Calm Like A Bomb	Rage Against The Machine	De La Rocha/ Commerford/ Morello/Wilk	100.00%	100.00% World Wide
145743	Candida	Levine/Wine	Tony Orlando & Dawn	Sony/Lastrada 55%	55.00% World Wide
	(Can't Believe) This Is Me	J-Lo		splits are pending	
83927	Can't Buy Me Love	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00% World Wide
131904	Can't C Me	Dr. Dre	Young/Clinton/Shakur	37.50%	37.50% World Wide
	Can't Explain It	LL Cool J	James Smith, Tim Mosley	pending	pending
84108	Carry That Weight	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00% World Wide
172752	Case of You	Diana Krall	Mitchell, Joni	100.00%	100.00% World Wide
819519	Cater 2 U	Destiny's Child	Knowles/Rowland/Walker/Rude/Williams/Jenkins	39.16%	39.16% World Wide
133747	Caught In The Middle	A1	Adams / Marazzi / Porter / Mitra	50.00%	50.00% Worldwide
451168	Center Of My heart	Lenny Kravitz	Martin/Burton/Philips	33.34%	33.34% World Wide
38095	Chains Of Love	Erasure	Bell/Bell/Martin	100.00%	100.00% World wide
107850	Change Of Heart	Theme	Bule / Cobb	100.00%	100.00% Worldwide
167791	Cheated (To All The Girls I've Cheated On)	Jean Wyclef	Jean/Hammond/White/Bailey/David/Robinson/Malloo/Haug/Obrien/Jackson/Mckay/Wright/Lelbrand	20.00%	20.00% Worldwide
127164	Cheatin' On Me	50 Cent	Barnes/Olivier/Jackson/ Burruss/ Gates	33.34%	33.34% World wide
502872	Cheeky Song	Cheeky Girls	Kirtley/Semal/Hawes	63.00%	630.00% World Ex. Portugal, UK, Spain
609545	Cherry Pie	J-Lo	Rooney, Kelly, Robinson, Lopez	25.00%	25.00% World
448364	Chic N Stu	System of a Down	Malakian, Tankian, Odadjian, Dolmayan	100.00%	100.00% World Wide
101133	Chicago	Graham Nash	G. Nash	100.00%	100.00% World Wide
132850	Chicago (That Toddling Sound)	Frank Sinatra	Fisher	100.00%	100.00%
165866	Children of the Ghetto	Mary J. Blinge	Amoo/Amoo	100.00%	100.00% World Wide
297776	Chillin	Modjo	Rodgers/Edwards/Destagnol,Trachart	20.00%	20.00% World Wide
515443	Chipmunk Song	Alvin & The Chipmunks		100.00%	100.00% World X Eurpoe
119402	Chocoolat - Vianne Sets Up Shop	Theme (Incidental Music)	Rachel / Portman	100.00%	100.00% Worldwide
128856	Chop Suey	System Of A Down	Malakian/Tankian/Dolmayan/ Odadjian	100.00%	100.00% World Wide
100164	Christmas In Dixie	Alabama	Gentry/Cook/Owen	100.00%	100.00% World Wide
213119	Ciega Sordomuda	Shakira	Mebarak / Estefano	75.00%	75.00% World Wide
86081	Cigarretes and Alcohol	Oasis	Noel Gallagher	100.00%	100.00% Worldwide
40519	Clair		O'Sullivan	100.00%	100.00% Worldwide
519513	Clarity	John Mayer	Mayer	100.00%	100.00% Worldwide
625305	Class Reunion (That Used To Be Us)	Lonestar	McDonald/Myers/Primmer	33.34%	33.34% World Wide
78268	Cleopatra, Queen of Denial	Pam Tillis	Tillis/Dipiero/Buckingham	66.67%	66.67% World Wide
125911	Clint Eastwood	Gorillaz	Makomallis/Irie/Albarn/Hewlett	25.00%	25.00% World Wide
515859	Closest Thing to Crazy	Katie Melua	Batt	100.00%	100.00% World Wide
85212	Cloud Number Nine	Bryan Adams	Adams/Peters/Martin	66.67%	66.67% World Wide
150961	Clumsy	Our Lady Peace	Maida/Lanni	100.00%	100.00% World Wide
598074	Cold	Crossfade	Ed Sloan	100.00%	100.00% World Wide
343165	Color of Love	Boyz II Men	Edmons	100.00%	100.00% World Wide
603830	Come A Little Closer	Dierks Bently	Bently / Beavers	100.00%	100.00% World Wide
131576	Come to Jesus	Mindy Smith	Mindy Smith	100.00%	100.00% World Wide
84109	Come Together	Beatles	Lennon John/Mc Cartney Paul	64.167% Sony, 35.833 EMI	100.00% World Wide
101412	Computer World	Kraftwerk	Hueter / Schneider-Esleben / Schult / Bartos	75.00%	75.00% Worldwide
113581	Control	Poe	Danielewski Annie	60.00%	100.00% World Wide
54563	C-O-U-N-T-R-Y	Joe Diffie	Harbin, Ronald S., Ed Hill, Dusty Drake	33.33%	33.33% World Wide
137660	Cowboys Like Us	George Strait	DiPiero/Smith	50.00%	50.00% World Wide
993	Crazy	Patsy Cline	Nelson Willie (USA)	100.00%	100.00% World
604089	Crazy In Love	Eminem	Wilson/Wilson/Fisher/Mathers/Resto	75.00%	75.00% World
137330	Crazy On You	Heart	Wilson/Wilson/Fisher	50.00%	50.00% World Wide
168850	Crossover	EPMD	D. Garrison, E. Sermon, P. Smith, R. Troutman	40.00%	40.00% World Wide
58343	Cruel Summer	Bananarama	Fahey / Woodward / Swain/ Jolley / Dallin	25.00%	25.00% Worldwide
631753	Cry	Lyle	Jennings	100.00%	100.00% World Wide
342937	Cry Baby	Janis Joplin	Derry/ Meade	16.67%	16.67% USA
450364	Crying	Roy Orbison	Nelson/Orbison	62.50%	62.50% US
119499	Crying At The Discotheque	Alcazar	Rodgers / Edwards / Bard / Wollbeck / Goulos / Hansson	25.00%	25.00% Worldwide
237984	Daddy Cool	Boony M	Reyam/Farlam	100.00%	100.00% Worldwide
422700	Damien	DMX	Blackmon/Simmons/Smalls	50.00%	50.00% Worldwide
505034	Damn	Fabolous	Edwards, Rodgers, Jackson, Barnes, Oliver	50.00%	50.00% Worldwide
599408	Dancing For Rain	Rise Against	Rise Against	100.00%	100.00% Worldwide
100158	Dancin' Shagin' On The Boulevard	Alabama	Owen/Fowler/Gentry	100.00%	100.00% World Wide
1049	Dang Me	Roger Miller	Miller	100.00%	100.00%
447618	Danger High Voltage	Electric 6	Spencer/Frezza/Nawara/ Selph/Martin	100.00%	100.00% World Wide
188507	Dangerously In Love	Beyonce	Knowles/McCalla	50.00%	50.00% World Wide
237409	Das Modell	Kraftwork	Schult/Hueter/Bartos	75.00%	75.00% World Wide
519511	Daughters	John Mayer	John Mayer	100.00%	100.00% World Wide
203539	Dawson's Creek Theme		Fields	100.00%	100.00% World Wide
83932	Day Tripper	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide

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131223	Dazz		Irons/Hargis/Ransom	50.00%	50.00%	World Wide
99175	Dear Lie	TLC	Edmonds/Watkins	70.00%	70.00%	World Wide
83933	Dear Prudence	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
39961	Deeez Nuuuts	Dr. Dre	Young/Broadus	50.00%	50.00%	World Wide
38420	Deep Cover	Dr. Dre	Dr. Dre/Wolfe/Broadus	100.00%	100.00%	World Wide
42398	Department Of Youth	Alice Cooper	Cooper/Ezrin/Wagner	50% Sony, 50% Undercut Music	50.00%	World Wide
527547	Deseos de Cosas Imposibles	La Orejа de Van Gogh	Montero/Benegas/Fernandez/Fuentes	100.00%	100.00%	World Wide
550616	Diamond In The Back	Ludacris	DeVaughn/Bridges/Houston/ Beauregard	45.46%	45.46%	World Wide
289262	Did You Ever Think	R Kelly	Barnes/Olivier/Mayfield/Kelly	30.00%	30.00%	World Wide
127164	Differences	Ginuwine	Oliver/Lumpkin	50.00%	50.00%	World Wide
48418	Diggin' On You	Babyface	Edmonds	100.00%	100.00%	World Wide
1029	DIVORCE	Tammy Wynette	Babcock/Putman	100.00%	100.00%	World Wide
100583	Dixieland Delight	Alabama	Rogers	100.00%	100.00%	World Wide
109177	Dizzy	Tommy Roe	Roe/Weiler	50% Sony/ATV Songs	50.00%	World Wide
243889	Do Wop (That Thing)	Lauryn Hill	Lauryn Hill	100.00%	100.00%	World Wide
540699	Do You Know	Da Band	Jean/Goffin/Masser/Dupleiss/Hill/John/Stokes/Watson/Wiley/Charwin/Strouse/Nathis	15.00%	15.00%	World Wide
542313	Do You Want Fries With That	Tim McGraw	Beathard, Phillips	50.00%	50.00%	World Wide
45799	Doggy Dogg World	Snoop Dogg	Broadus, Youn, Fields, Arnaud, Brown	35.00%	35.00%	World Wide
524129	Doin' Time	Sublime	Rubin/Horowitz/Yauch/Gershwin R/Gershwin I/Nowell/Goodman/Hayward Du/Hayward Do	6.50%	6.50%	World Wide
213067	Donde Estan Los Ladrones	Shakira	Mebarak/Ochoa	75.00%	75.00%	World
1091959	Donde Estas Corazon	Shakira	Mebarak/Ochoa	100.00%	100.00%	Worldwide
96248	Don't Change Your Plans	Ben Folds Five	Ben Folds	100.00%	100%	World Wide
47295	Don't Fear The Reaper	Blue Oyster Cult	Roeser	100.00%	100%	World Wide
549323	Don't Go	Fefe Dobson	Fefe Dobson	100.00%	100.00%	World Wide
38057	Don't Go	Yaz	V Clarke	100.00%	100.00%	World Wide
227080	Don't Know Much	Bette Midler	Mann/Snow/Weil	75.00%	75.00%	World Wide
105406	Don't Know Why	Norah Jones	Harris	100.00%	100.00%	WW
	Don't let me Die	R Kelly & Jay Z	Barnes/Olivier/Kelly/Carter/Mosley	splits are pending		
64111	Don't Let Me Down	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00%	World Wide
528479	Don't Lie (No No No)	Black Eye Peas	Peters, Peters, Ferguson, Adams	33.34%	33.34%	World Wide
525066	Don't Rock the Jukebox	Alan Jackson	Jackson/Murrah/Stegall	50.00%	50.00%	World Wide
110755	Don't Stop	ATB	A. Tanneberger	100.00%	62.50%	World Wide
101607	Don't Take The Girl	Tim McGraw	Johnson/Martin	87.50%	87.50%	World Wide
519718	Don't Wanna Lose This Feeling	Dannii Minogue	Minogue/Alexandre/Troillard/ Joly/Khari/Ronald	50.00%	50.00%	World Wide
243889	DOO-WOP (THAT THING)	HILL,LAURYN	HILL,LAURYN	100.00%	100.00%	World Wide
114635	Dot	DESTINY'S CHILD	Knowles/McCella	62.50%	62.50%	World Wide
343012	Down 4 You	Irv Gotti Presents The Inc	Atkins Jeffrey B, Aurelius Seven Marcus, Douglas Ashanti S, Jarmon Tiffany Lane, Lorenzo Irving Domingo, Parker Andre Frank, Troutman Larry, Troutman Roger	25.00%	25.00%	World Wide
101054	Down Home	Alabama	Bowles/Leo	50.00%	50.00%	World Wide
604571	Down Wit Da South	Trick Daddy	Michael Crooms, Maurice Young, Deongelo Holmes, Eric Jackson, Calloway, Lovelace, Michael Cooper	44.73%	44.73%	World Wide
244177	Driftwood	Travis	Healey	100.00%	100.00%	World Wide
138402	Drinkin' Bone	Tracy Byrd	Phillips/Beathard	50.00%	50.00%	World Wide
83936	Drive My Car	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
519639	Drugs or Jesus	Tim McGraw	James, Lindsey, Verges, Mayo	25.00%	25.00%	World Wide
340303	Drunk by myself	Nas	Jones /Barnes/Olivier/West	50.00%	50.00%	World Wide
108308	Dusic	Brick	Brown/Hargis/Ransom	100.00%	100.00%	World Wide
86577	Eastenders Theme	Eastenders	May/Osborne	100.00%	100%	World Wide
83937	Eight Days A Week	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
83938	Eleanor Rigby	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
507908	Emotional Rollercoaster	Vivian Green	ERIC ROBERSON, OSUNLADE, VIVIAN GREEN	25.00%	25.00%	World Wide
28562	Emotions	Mariah Carey	Carey/Clivilles/Cole	50.00%	50.00%	World Wide
526248	Encore	Jay-Z	Carter/West	EMI 62.5% cleared / SONY 37.5%	37.50%	World Wide
44238	End Of The Road	Boyz II Men	Edmonds/Reid/Simmons	44.37%	44.37%	World Wide
284650	Entre Tus Brazos	Alejandro Fernandez	Fernandez/Estrada	100.00%	100.00%	World Wide
593996	Escapemonos	Marc Anthony	Estefano/Reyes	100.00%	100.00%	World Wide
273955	Especially For You	Kylie Minogue & Jason Donovan	Stock, Mike/Aitken/Waterman	33.34%	33.34%	World Wide
145494	Esloy Aqui	Shakira	Merbarak / Ochoa	100.00%	100.00%	World Wide
37753	Eternal Flame	Bangles	Steinberg/Kelly/Hoffs	66.67%	66.67%	World Wide
506161	Eternal Sunshine	Movie Theme	Brion	100.00%	100.00%	World Wide
24452	Every Little Step	Bobby Brown	Edmonds/Reid	67.50%	67.50%	World wide
83940	Every Little Thing She Does	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
	Every Sip	LL Cool J	Milsap/Mosely/Nesion/Smith	pending	pending	
521880	Everybody Hates Me	Tim McGraw	Beathard, Hill	50.00%	50.00%	World Wide
83939	Everybody's Got Something To Hide	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
342943	Everybody Needs Somebody (To Love)	Blues Brothers	Burke/Russell/Wexler	11.11%	11.11%	World Wide
538815	Everything	Fefe Dobson	Dobson/Levine/McCollum	100.00%	100.00%	World Wide
130248	Everything	Safri Duo	Fria/Savery	100.00%	100.00%	World Wide
106555	Everything I Own	Bread	Gates, David A.	100.00%	100.00%	World Wide
243888	Everything is Everything	Lauryn Hill	Hill	100.00%	100.00%	World Wide
148074	Everytime I Close My Eyes	Babyface	Edmonds	100.00%	100.00%	World Wide

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	Ex-Facor	Lauryn Hill	Hill, Hamlish, Bergman, Bergman, Diggs, Woods, Hunter, Smith, Hawkins, Coles, Grice, Jones	60.00%	60.00%	World Wide
243894						
113002	Exhale (Shoop Shoop)	Whitney Houston	Edmons	100.00%	100.00%	World Wide
517476	Extraordinary	Liz Phair	Phair/Edwards/Spock/Christy	25.00%	25.00%	World Wide
552895	Fast Cars And Freedom	Rascal Flatts	Levox/Thrasher/Mobley	33.34%	33.34%	World Wide
48885	F*** With Dre Day	Dr. Dre	Young, Clinton, Spradley, Broadus, Shider	50.00%	50.00%	World Wide
550842	Fall to Pieces	Avril Lavigne	Malta, Lavigne	50.00%	50.00%	The Universe
527998	Fallen	Mya	Shelton/Veney/Hill/Bonfa/ Toledo	25.00%	25.00%	World wide
524013	Fallen	Sarah McLachlan	McLachlan	100.00%	100.00%	World X Canada
24252	Fantastic Voyage	Lakeside	Alexander / Beavers / Craig / Shockley / Stokes / Wood / Mccain / Shelby	100.00%	100.00%	Worldwide
132301	Fantastic Voyage (COOLIO VERSION)	Coolio	Alexander / Beavers / Craig / Shockley / Stokes / Wood / Mccain / Shelby/Lewis / Ivey / Dobbs	75.00%	75.00%	Worldwide
533016	Fatty Girl	Coolio	Barnes/Olivier/Smith/Williams/Murray/Bridges	62.50%	62.50%	World Wide
	Feel The Beat	LL Cool J	James Smith, Tim Mosley	pending	pending	
102771	Feeling So Good	Jennifer Lopez	Cartagena, Combs, Lopez, Rios, Rooney, Standard	25.00%	25.00%	Worldwide
100138	Feels So Right	Alabama	Owen	100.00%	100.00%	World Wide
	Fiera Inquieta	Angela Maria Forero	Uribe	100.00%	100.00%	World Wide
98466	Fight For Your Right	Beastie Boys	Rubin/Horowitz,Yauch	65.00%	65.00%	World Wide
516740	Fight Test	Flaming Lips	Stevens/Coyne/Fridmann/ Ivins/Drozd	75.00%	75.00%	World Wide
537379	First Day of My Life	Rasmus	Yloenen/Rantasalmi/Heinonen/Hakala	100.00%	100.00%	World Wide
83942	Fixing A Hole	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
544777	Flamboyant	Pet Shop Boys	Tennant/Lowe	100.00%	100.00%	World Wide
109018	Flower	Liz Phair	Phair	100.00%	100.00%	World Wide
54544	For All My Niggaz and Bitches	Snoop Dogg	Allen/Arnaud/Brown/Broadus/Young	50.00%	50.00%	World Wide
84107	Fool On The Hill	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
83943	For No One	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
526488	Forca	Nelly Furtado	Eaton / West / Furtado	50.00%	50.00%	WW
315517	Forest	System of a Down	Malakian, Tankian, Odadjuan, Dolmayan	100.00%	100.00%	World Wide
549174	Forgotten	Avril Lavigne	Kreviazuk/Lavigne	50% Sony/ATV Songs LLC	50.00%	Worldd Wide
51210	Fraggle Rock	Muppets	P. Balsam, D. Lee-D. Gillis?	100.00%	100.00%	World Wide
	Free	DESTINY'S CHILD	Knowles/Rowland/Drawers/Garrett/Williams	splits are pending		
74317	Friends in Low Places	Garth Brooks	Blackwell/Lee	50.00%	50.00%	World Wide
133431	Fu-Gee-La	The Fugees	Wyclef / Hill / Michel / Mcgrier / Remi / Maria	25.50%	25.50%	World Wide
57481	Fumblin Toward Ecstasy	Sarah McLachlan	McLachlan/Marchland	100.00%	100.00%	World Wide
527400	Funeral Song	Rasmus	Yloenen/Rantasalmi/Heinonen/Hakala	100.00%	100.00%	World Wide
20453	Gambler	Kenny Rogers	Schitz, Don	100.00%	100.00%	World Wide
107450	Games People Play	Joe South	Joe South	100.00%	100.00%	World Wide
500277	Gay Bar	Electric Six	Spencer, Tyler	100.00%	100.00%	World Wide
523391	Georgia Rain	Yearwood	Rochelle/Hill	50.00%	50.00%	World
84113	Get Back	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00%	World Wide
330784	Get Free	The Vines	Nicholls	100.00%	100.00%	World X Australia/New Zealand
422719	Get Me A Dog	DMX	Blackman/Simmons/Taylor	25.00%	25.00%	World Wide
133964	Get This Money	Jay Z & R Kelly	Barnes/Kelly /Carter	25.00%	25.00%	World Wide
010558	Get Your Number	Mariah Carey	Jolley/John/Ingram, Swain, Carey, Dupri, Austin	27.50%	27.50%	World Wide
83949	Getting Better	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
75998	Getting' Jiggy Wit It	Will Smith	Rodgers / Edwards / Smith	30.00%	30.00%	Worldwide
	Getting Married	Nas		splits are pending		
78030	Ghetto Superstar	Pras	Pras/Jean/Gibb/Gibb/Gibb/Jones	15.00%	15.00%	World Wide
83425	GI Joe Cues	TV Show Music	Bryant / Douglas / Walsh	100.00%	100.00%	Worldwide
45701	Gin And Juice	Dr. Dre	Young/Adams/Arrington/ Casey/ Finch/Turner/ Webster/Washington	5.00%	5.00%	World Wide
83950	Girl	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
619069	Girl	Beck	Hansen, King, Simpson	70.00%	70.00%	World Wide
619317	Girl	DESTINY'S CHILD	Davis, Robinson, Knowles, Williams, Douthit, Rowla	10.00%	10.00%	World Wide
234694	Girls	Beastie Boys	Rubin/Horowitz	75.00%	75.00%	World Wide
	Girls	Cam'ron feat. Mona Lisa	Giles/Hazard/Charlemagne	75.00%	75.00%	World Wide
40179	Girl You'll Be A Woman Soon	Neil Diamond	Diamond	100.00%	100.00%	WW
33102	Girls Just Wanna Have Fun	Cindi Lauper	R. Hazard	100.00%	100.00%	World Wide
84114	Give Peace A Chance	John Lennon	J. Lennon	64.167% Sony, 35.833 EMI	100.00%	World Wide
447669	Glamour and Pain	Joe Jackson	Joe Jackson	100.00%	100.00%	World Wide
83951	Glass Onion	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
625336	Go	Common feat. John Mayer	Mayer/Lynn/Lewis/West	20.00%	20.00%	World Wide
522806	God Is A DJ	Pink	Mann/Davis/Pink	90.00%	90.00%	World Wide
500255	God Is Real	India Alre	arie/sanders/ramsey	25.00%	25.00%	World Wide
505404	God's Will	Martina McBride	Douglas/Dean	50.00%	50.00%	Worldwide
105219	Going Back To Cali	Notorious B.I.G.	Wallace/Harvey/Troutman/	31.25%	31.25%	WW
84115	Golden Slumbers	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00%	World Wide
605035	Golden Touch	Razorlight	Johnny Borrell	100.00%	100.00%	World Wide
106532	Goldfinger	Goldfinger	L. Briousse, A. Newley, J. Barry	100.00%	100.00%	World Wide
304028	Gone	Montgomery Gentry	Dipiero/Steele	50.00%	50.00%	World Wide
77167	Gone Til November	Wyclef Jean	Jean, Wyclef	100.00%	100.00%	Worldwide
487828	Goodbye Time	Blake Shelton	Hicks/Murrah	100.00%	100.00%	World Wide

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83952	Good Day Sunshine	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
111148	Good Die Young	50 Cent	West/Jackson	50.00%	50.00%	World Wide
500259	Good Man	India Aire	Baker/Ramsey/Sanders/Simpson	25.00%	25.00%	World Wide
83953	Good Morning	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
447674	Got the Time	Joe Jackson	Joe Jackson	100.00%	100.00%	World Wide
53742	Good Times	Chic	Rogers, Nile G., Bernard Edwards	50.00%	50.00%	World Wide
106719	Got To Get It	Sisqo	West / Andrews	40.00%	40.00%	Worldwide
83955	Got To Get You Into My Life	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
600978	Gotta Go Gotta Leave (Tired)	Vivian Green	Green/Bervine	25.00%	50.00%	World Wide
631745	Greedy	Lyle	Jennings	100.00%	100.00%	World Wide
1740	Green Green Grass Of Home	Tom Jones; Porter Wagoner	Putman	100.00%	100.00%	US, Canada, Latin America
104094	Guerilla Radio	Rage Against The Machine	De La Rocha/ Commerford/ Morello/Wilk	100.00%	100.00%	World Wide
527387	Guilty	Rasmus	Yloenen/Rantasalmi/Heinonen/Hakala	100.00%	100.00%	World Wide
523034	Ha Ha	Tamyra Gray	Watters/Biancaniello/ Gray	25.00%	25.00%	World Wide
510191	Hands Up	TLC	Babyface, Simmons	75.00%	75.00%	World Wide
422853	Hang On Sloopy	Aaron Carter	Russell/Farrell	16.67%	16.67%	World Wide
38701	Hang On To Your Love	Sade	Mathewman, Adu	100.00%	100.00%	World Wide
83956	Happiness Is A Warm Gun	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
447682	Happyland	Joe Jackson	Joe Jackson	100.00%	100.00%	World Wide
82931	Happy Radio (City Till I Die)	Bradford	Edwin Starr	100.00%	100.00%	World Wide
83957	Hard Day's Night	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
35868	Hard Workin' Man	Brooks & Dunn	Dunn	100.00%	100.00%	World Wide
15577	Have You Forgotten?	Solar	Weeks, Malone, Moran	100.00%	100.00%	World Wide
324690	Have You Ever Been In Love	Celine Dion	Bagge, Laila/Bagge, Anders/Hall/Nichols/Astrom	5.00%	5.00%	World Wide
53994	Have You Ever Really Loved A Woman	Bryan Adams	Adams/Lange/Kamen	33.33%	33.33%	World wide
1869	He Stopped Loving Her Today	George Jones	Braddock/Putman	100.00%	100.00%	World Wide
549179	He Wasn't	Avril Lavigne	Kreviazuk/Lavigne	50% Sony/ATV Songs LLC	50.00%	World Wide
595354	Headsprung	LL Cool J	James Smith, Tim Mosley	50.00%	50.00%	World Wide
1900	Heartbreak Hotel	Elvis Presley	Axton/Durden/Presley	100.00%	100.00%	World Wide
87116	Hearts Are For When You Want To Love Someone	George Burns/Collin Raye	Gordon/Paxton	50.00%	50.00%	Worldwide
105221	Heed The Word Of The Brother	X-Clan	R. Troutman/Worrell/Collins/Clinton/Hunter/	15.63%	15.63%	Worldwide
447684	Hell of a Town/Prelude	Joe Jackson	Joe Jackson	100.00%	100.00%	World Wide
83958	Hello Goodbye	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
83960	Help	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
627373	Help Pour Out The Rain	Buddy Jewell	Jewell	100.00%	100.00%	World Wide
83961	Helter Skelter	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
329533	Here I Am	Bryan Adams	Adams/Zimmer/Peter	25.00%	25.00%	World Wide
537494	Here For The Party	Gretchen Wilson	Wilson/Rich/Alphin	33.33%	33.33%	World Wide
83962	Here There & Everywhere	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
78142	Here's A Quarter	Travis Tritt	Tritt	100.00%	100.00%	World Wide
450542	Hey Good Lookin'	Jimmy Buffett	Williams	100.00%	100.00%	World Wide
83964	Hey Jude	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
277234	Hey Lady	Cam'ron feat Freeaky Zeeaky	C.Giles,E.Jiles, V.Babb,F.Visosky, L.Troutman, R.Troutman	33.34%	33.34%	World Wide
260306	Hey Lover	LL Cool J	Smith/Temperton	25.00%	25.00%	World Wide
113011	Hey Now	Oasis	Noel Gallagher	100.00%	100.00%	World Wide
330799	Hi Hi (Puffy Ami Yumi Show Theme)	Puffy Ami Yumi	Puffy Ami Yumi / Andy Sturmer	25.00%	25.00%	World Wide
325097	Highly Evolved	The Vines	Nichols	100.00%	100.00%	World X Australia/New Zealand
98950	Hindu Times	Oasis	Noel Gallagher	100.00%	100.00%	Worldwide
110976	HIT ME WITH YOUR BEST SHOT	PAT BENATAR	E.Schwartz	100.00%	100.00%	Worldwide
98462	Hits From the Bong	Cypress Hill	Hurley/Wilkins/Muggerud/Freeze	50.00%	50.00%	Worldwide
33436	Hold It Now, Hit It	Beastie Boys	Horovitz/Rubin/Yauch	25.00%	25.00%	World Wide
543432	Hold The Line	Toto	Paich	100.00%	100.00%	World Wide
	Hold Ya Head	Tupac Shakur	Anderson Daryl L, Shakur Tupac Amaru, Troutman Roger, Vincent Stan	50.00%	50.00%	World Wide
614385	Hold You Down	J-Lo	Troutman/Rooney/Beck, Riddick, Cartegena, Christopher, Bruno,	36.00%	36.00%	World Wide
133699	Home and Dry	Pet Shop Boys	Tennant/Lowe	100%	100%	World wide
447688	Home Town	Joe Jackson	Joe Jackson	100%	100%	World Wrd
537502	Homewrecker	Gretchen Wilson	Wilson/Tatum/Rutherford	33%	33%	World Wide
83968	Honey Pie	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
497329	Honkytonkville	George Strait	Brock/Rutherford/Williams	100.00%	100.00%	World Wide
302355	Hot Like Fire	Jessica Simpson	Rooney	100.00%	100.00%	World Wide
451656	Hot Mama	Trace Adkins	Shapiro/Beathard	100.00%	100.00%	World Wide
94938	Hotel	Cassidy feat. R Kelly	Edwards/Rogers/Reese/ Dean/ Kelly	20.00%	20.00%	World Wide
593844	Hour Glass	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100.00%	100.00%	WW
543091	House In California	Keb' Mo	Nicholson/Moore	50.00%	50.00%	World Wide
451154	Howl Baby	Jay Z	Edmonds/Carter	50.00%	50.00%	World Wide
138377	How Am I Doin'	Dierks Bently	Bentley/X	50.00%	50.00%	World Wide
206701	How Deep Is Your Love	Dru Hill	Cousin/Andrews/Campbell/Ruffin	20.00%	20.00%	World Wide
	How Do You Know	Gemini	Tommy Faragher, Nick Howard	100.00%	100.00%	World Wide
549178	How Does It Feel	Avril Lavigne	Kreviazuk/Lavigne	50.00%	50.00%	World Wide

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133392	How Many Mics	The Fugees	Hill/Jean/Michel	100.00%	100.00%	World Wide
110127	How To Rob	50 Cent	Barnes/Oliver/Casey/Finch/ Jackson/Angelettie	20.00%	20.00%	World Wide
611016	How We Do	The Game	Mason, Young, Jackson, Elizondo, Hughes, Deyo, Taylor	50.00%	50.00%	World Wide
44252	Humpin' Around	Bobby Brown	Edmonds/Reid/Simmons	26.35%	26.35%	World Wide
2141	Husbands and Wives	Brooks & Dunn	Miller	100.00%	100.00%	World Ex Denmark, Finland, Iceland, Sweden, Norway, Italy, British Isles, Eire, S. Africa, Auatralia, and France
107468	Hush	Larry Williams / Deep Purple	Joe South	100.00%	100.00%	World Wide
600983	Hush	LL Cool J feat. 7 Aurelius	Smith/Aurelius/Graham/Mims/Bushnell	35%	35.00%	World Wide
631743	Hypothetically	Lyle	Jennings	100%	100.00%	World Wide
83967	I Am The Walrus (Fr "Magical Mystery Tour)	Beatles	Mc Cartney, Paul , John Lennon	66.66%	100.00%	World Wide
495652	I Believe	Diamond Rio	Kees/Ewing	100.00%	100.00%	World Wide
553521	I Believe	Fantasia (Am. Idol)	Gray/Walters/Biancaniello)	33.34%	33.34%	World Wide
631741	I Can't	Lyle	Jennings	100.00%	100.00%	World Wide
195889	I Can't Live Without My Radio	LL Cool J	Smith/Rubin	87.50%	87.50%	World Wide
338331	I Can't Read You	Daniel Bedingfield	Bedingfield	100.00%	100.00%	World Wide
448192	I Can't Stop Loving You	Don Gibson	Gibson	100.00%	100.00%	World Wide
280261	I Can't Take It No More Remix	3LW	Barnes/Olivier/Jones/Epps/Baxter/Jones/Grey	50.00%	50.00%	World Wide
51357	I Could Fall In Love	Selena	Thomas	100.00%	100.00%	Worldwide
253121	I Didn't Know My Own Strength	Lorrie Morgan	Byrne / Bowles	25.00%	25.00%	Worldwide
51675	I Don't Want To Know	Fleetwood Mac	Stevie Nicks	100.00%	100.00%	World Wide
37787	I Drove All Night	Celine Dion/Cyndi Lauper	Steinberg/Kelly	100.00%	100.00%	Worldwide
83971	I Feel Fine	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
151987	I Get Around	Tupac Shakur	Brooks Ronald R, Jacobs Gregory E, Murdock Shirley J, Shakur Tupac Amaru, Troutman Larry, Troutman Roger	35.00%	35.00%	World Wide
255595	I Go Back	Kenny Chesney	Chesney	100.00%	100.00%	World Wide
496266	I Got A Feelin'	Billy Currington	Beathard/Currington/Chamberlain	33.33%	33.33%	World Wide
296701	I Got A Story to Tell	Notorious B.I.G	Anthony Best, Sean Puffy Combs, Chucky Thompson, Christopher Wallace	10.00%	10.00%	WW
2321	I Gotta Get Drunk	Willie Nelson	Nelson	100.00%	100.00%	World excluding Australia, New Zealand, Belgium, Brazil, UK, Germany, Austria, Switzerland, Italy, Scandinavia, Greece, Holland, South Africa
614400	I Hate Myself For Losing You	Kelly Clarkson	Solomon/Harry/Dioguardia	33.34%	33.34%	USA and Canada Only
104117	I Just Died In Your Arms Tonight	Cutting Crew	Eede	100.00%	100.00%	World Wide
105435	I Keep Looking	Sara Evans	Evans / Shapiro / Martin	91.66%	91.66%	Worldwide
609553	I Love	LL	Rooney, Kelly, Robinson	50.00%	50.00%	Worldwide
107632	I Love The Nightlife	Alicia Bridges	Bridges/Hutcheson	100.00%	100.00%	World Wide
523252	I Love This Bar	Toby Keith	Keith/Emerick	50.00%	50.00%	World Wide
80180	I Love You	Martina McBride	Hyler / Follese / Follese	33.33%	33.33%	World ex. Italy
123833	I Melt	Rascal Flatts	Levox/Thrasher	33.34%	33.34%	World Wide
107320	I Miss My Friend	Darryl Worley	Martin / Nesler / Shapiro	58.33%	58.33%	Worldwide
24295	I Miss You	Klymaxx	Malsby	100.00%	100.00%	World Wide
77993	I Need Love	LL Cool J	Smith/ Ervin/Ettinger/Pierce/ Simon	56.25%	56.25%	World Wide
103202	I Need To Know	Marc Anthony	Rooney/Anthony	100.00%	100.00%	World wide
274815	(I Never Promised You A) Rose Garden	Martina McBride	Joe South	100.00%	100.00%	World Wide
450545	I Saw The Light	Hank Williams	Hank Williams	100.00%	100.00%	World Wide
316139	I See Right Through You	DJ Encore featuring Engelina	Hemmeth, Andreas Bang - Larsen, Engelina - Pamberg, -Michael - Stavnstrup, Jakob	89.33%	89.33%	World Wide
110658	I Should Be So Lucky	Kylie Minogue	Stock/Aitken/Waterman	33.34%	33.34%	World wide
83989	I Should Have Known Better	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
28513	I Sometimes Wish I Was Dead	Depeche Mode	Clarke	100.00%	100.00%	World Wide
410993	I Still Love You	Next	Johnson/Bristol/Edmons/Tolbert/Lighty/Huggar/Brown/Clowers	29.28%	29.28%	World Wide
106772	I Think I'm In Love With You	Jessica Simpson	Rooney/Shea/Mellencamp	16.67%	16.67%	World Wide
37769	I Touch Myself	The Divinyls	Kelly, Tom / Steinberg, William E.	60.00%	60.00%	World Wide
110829	I Wanna Be With You	Mandy Moore	Thomas/ Peiken/ Arbuckle	65.00%	65.00%	World wide
106784	I Wanna Love You Forever	Color Me Badd	Louis Biancaniello ,Watters, Samuel J.	50.00%	50.00%	World Wide
111066	I Want Candy	Bow wow wow/Aaron Carter	Feldman/Goldstein/Bems/Gottehrer	75.00%	75.00%	US
338354	I Want To Live	Josh Gracin	James/Rutherford	50.00%	50.00%	World Wide
304059	I Want To With You	Leann Rimes	Shapiro/Rutherford	50.00%	50.00%	World Wide
196018	I Want You	LL Cool J	Rubin / Smith	87.50%	87.50%	World Wide
519023	I Want You	Thalia feat. Fat Joe	Rooney/Bruno/Cartagena/ Russell	20.00%	20.00%	World Wide
63761	I Want Your Love	Chic	Edwards / Rodgers	50% Sony/ATV Songs LLC	50.00%	Worldwide
83998	I Will	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100%	World Wide
480565	I Will Be Here For You	Michael W. Smith	Smith/Warren	50.00%	50.00%	World Wide
56937	I Will Remember You	Sarah McLachlan	McLachlin/Egan/Morenda	40.00%	40.00%	World excluding Canada
168752	I Wonder If Heaven Got A Ghetto (Hip Hop Version)	Tupac Shakur	Goodman Larry Darnell, Mc Dowell Derrick, Shakur Tupac Amaru, Troutman Larry, Troutman Roger	25.00%	25.00%	World Wide
448369	I.E.A.I.A.I.O.	System of a Down	Malakian, Tankian, Odadjuan, Dolmayan, Phillips, Larson, Pfister	85.50%	85.50%	World Wide
45900	Ice Ice Baby	Vanilla Ice	Johnson/Van Winkle/Brown	6.66%	6.66%	World Wide
106561	If	Bread	Gates David A	100.00%	100.00%	World Wide
447340	If Heaven	Andy Griggs	Peters	100.00%	100.00%	World Wide
190772	If I Needed Someone	Beatles	Harrison	100.00%	100.00%	World Wide

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292324	If I Want To	Usher	Troutman/Edmonds/Dupri/Wallace/Cox/Harvey/Usher	25.94%	25.94%	World Wide
553487	If She Were Any Other Woman	Buddy Jewell	Beavers/Lovelace/Harrington	33.34%	33.34%	World Wide
	If The World Was Mine	Nas		SPLITS PENDING		
128530	If U Be My Baby	Stevie Brock	Bower/Nystrom/Calderon	33.33%	33.33%	World Wide
102019	If Ya Getting Down	Five	Conlon / Brown / Breen / Stannard / Gallagher / Cleveland	25.00%	25.00%	Worldwide
317504	If You Come To Me	Atomic Kitten	Stannard/Gallagher/Howes/Harrington/Murphy	20.00%	20.00%	World Wide
527462	If You Ever Stop Loving Me	Montgomery Gentry	DePiero/Shapiro/Rutherford	66.66%	66.66%	World Wide
99466	If You Had My Love	J-Lo	Lopez, Jennifer L. , Mark Rooney, Lashawn Daniels, Fred Jerkins III, Rodney Jerkins	15.00%	15.00%	World Wide
198706	If You Tolerate This Your Children Will Be Next	Manic Street Preachers	Bradfield/Jones/Moore	100.00%	100.00%	Worldwide
549320	If You Walk Away	Fefe Dobson	Levine, Dobson	75.00%	75.00%	Worldwide
106825	If You're Gonna Play In Texas	Alabama	Kellum/Mitchell	12.50%	12.50%	World Wide
505037	If You're Not The One	Daniel Bedingfield	Daniel Bedingfield	100.00%	100.00%	World Wide
163568	I'll Be Okay	Amanda Marshall	Wells/Clarke	25.00%	25.00%	World Wide
83977	I'll Follow The Sun	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
47425	I'll Make Love To You	Boyz II Men	Edmonds	100.00%	100.00%	World Wide
48880	I'll Never Forgive My heart	Brooks & Dunn	Dunn/Dunn/Dillon	100.00%	100.00%	World Wide
130134	I'll Think Of A Reason Later	Lee Ann Womack	Martin / Nichols	37.50%	37.50%	Worldwide
54494	I'm A Believer	Monkeys	Diamond	75.00%	75.00%	World Wide
522811	I'm A Rough Ryder	Drag-On	Qualles/Smalls/Williams/Davis	25.00%	25.00%	World Wide
118309	I'm A Thug	Trick Daddy	Vanhoy/Young/Duggins	50.00%	50.00%	Worldwide
	I'm About To Get Her	LL Cool J	Homes/Kelly/Riley/Smith/Williams	pending	pending	
104231	I'm Already There	Lonestar	McDonald/Myers/Baker	33.34%	33.34%	World Wide
77986	I'm Bad	LL Cool J	Smith/Simon/Ervin	56.25%	56.25%	World wide
167294	I'm Coming Out	Diana Ross	Edwards, Bernard - Rodgers, Nile Gregory	50.00%	50.00%	World wide
505096	I'm Glad	Jennifer Lopez	Rooney/Lopez/ Oliver/Weaver	60.00%	60.00%	World wide
130266	I'm Gonna Be Alright	Jennifer Lopez	Lopez/Rooney/Oliver/Cook/ Lapread	60.00%	50.00%	World wide
298354	I'm Just Talking About Tonight	Toby Keith	Emerick/Keith	50.00%	50.00%	World wide
83984	I'm Looking Through You	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
83985	I'm Only Sleeping	Beatles	Lennon / Mccartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
106757	I'm Outta Love	Anastacia	Anastacia, Sam Watters, Louis Biancaniello	42.50%	42.50%	Worldwide
130263	I'm Real	Jennifer Lopez	J. Lopez, T. Oliver, C. Rooney, L.E.S.	47.50%	47.5	
83988	I'm So Tired	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
78005	I'm That Type of Guy	LL Cool J	Ettinger/Simon/Smith	25.00%	25.00%	World Wide
27848	I'm Your Baby Tonight	Whitney Houston	L.A. Reid, Babyface	62.50%	62.50%	World Wide
103171	In Another World	Joe Diffie	Shapiro / Wilson / Yeary	33.33%	33.33%	Worldwide
91456	In My Life	Beatles	Lennon John/Mc Cartney Paul	100.00%	100.00%	World Wide
91456	In My Life	Juvenile Feat Manny Fesh	Lennon John/Mc Cartney Paul	100.00%	100.00%	World Wide
527412	In My Life	The Rasmus	Ylönen,Lauri/Heinonen,Eero/Rantasal	100.00%	100.00%	World Wide
289714	In My Lifetime	Jay-Z	Romeo/Burks/Browne/Carter	48.00%	48.00%	World Wide
106531	In The Ghetto	Presley, Elvis	M Davis	75.00%	75.00%	World Wide
527402	In the Shadows	Rasmus	Yloenen/Rantasalmi/Heinonen/Hakala	100.00%	100.00%	World Wide
58345	In The Summertime	Mungo Jerry	Ray Dorset	50.00%	50.00%	World Wide
505212	In This Skin	Jessica Simpson	Fusari/Harmon/Simpson	33.34%	33.34%	World Wide
131672	In Your Eyes	Kylie Minogue	Stannard / Minogue / Gallagher / Howes	25.00%	25.00%	Worldwide
38104	In Your Room	The Bangles	Steinberg, Kelly, Hoffs	66.67%	66.67%	Worldwide
80153	Independence Day	Carrie Underwood	Gretchen Peters	100.00%	100.00%	World Wide
113540	Independent Women Part 1	Destiny's Child	Rooney,Mark/ Barnes,Samuel/ Olivier,Jean Claude / Knowles,Beyonce D	100.00%	100.00%	Worldwide
449830	Indian Outlaw	Tim McGraw	Loudermilk / Simmons / Barnes	33.34%	33.34%	World Wide
524128	Industry	Wyclef Jean	Jean/Duplessis/Whitherspoon/Riser/Dean	37.50%	37.50%	World Wide
448383	Innervision	System of a Down	Malakian, Tankian, Odadjuan, Dolmayan	100.00%	100.00%	World Wide
135133	Innocent	Our Lady Peace	Coutts/Makda/Taggart	100.00%	100.00%	World Wide
129519	Insatiable	Darren Hayes	Hayes / Afanasieff	50.00%	50.00%	Worldwide
99447	Is Anybody Home	Our Lady Peace	Makda/Lanni	50.00%	50.00%	Worldwide
447697	Is She Really Going Out With Him?	Joe Jackson	Joe Jackson	100.00%	100.00%	World Wide
298013	It's a Sin	Pet Shop Boys	Tennant/Lowe	100.00%	100.00%	World Wide
114251	It's Alright To Be A Redneck	Alan Jackson	MacLaughlin / Kenner	1250.00%	12.50%	Worldwide
501148	It's Getting Better All the Time	Brooks & Dunn	Cook/Bowman	100.00%	100.00%	Worldwide
24952	It's No Crime	Babyface	Edmonds/Reid/Simmons	41.67%	41.67%	World Wide
117313	Its No Secret	Kylie Minogue	Aitken/Stock/Waterman	33.34%	33.34%	World Wide
83991	It's Only Love	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
340959	I've Got You	ANTHONY"MARC	Rooney, Dioguardi	75.00%	75.00%	WW
83993	I've Just Seen A Face	Beatles	Lennon / Mccartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
167953	Jacking 4 Beats	Ice Cube	Baker/Barbata/Ice Cube/Jones/Kaylan/Nichol/Pons	9.38%	9.37%	World Wide
450461	Jambalaya	Hank Williams	Hank Williams	60.00%	60.00%	US
96710	James Dean	Daniel Bedingfield	Bedingfield, Daniel	100.00%	100.00%	World Wide
197385	Jazzie's Groove	Soul II Soul	Hooper/Romeo	50.00%	50.00%	World Wide
517063	Jenny From the Block	J-Lo	Oliver, Oliver, Deyo, Lopez, Oliver Barnes	9.20%	9.20%	World Wide
81942	Jenny Jenny	Little Richard	Johnson Enotris/Penniman Richard W	100.00%	100.00%	World Wide
518391	Jeopardy Theme	n/a	Griffon	100.00%	100.00%	World Wide
116727	Jezebel	Choty Wright	Hummon / Demarcus	50.00%	50.00%	Worldwide
126643	Jigga That Nigga	Jay-Z	Carter / Olivier / Barnes	33.34%	33.34%	Worldwide
78011	Jingling Baby	LL Cool J	Smith/Coffey/Simon	40.31%	40.31%	World Wide
195774	Johnny Feel Good	Liz Phair	Phair	100.00%	100.00%	World Wide
228907	Juke Box Music	The Kinks	Ray Davies	100.00%	100.00%	USA and Canada Only
83997	Julia	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide

SCHEDULE A

213979	Jump (For My Love)	The Pointer Sisters	Mitchell/Sharron/Skardina	16.66%	33.33%	World Wide
111335	JUMPIN' JUMPIN'	DESTINY'S CHILD	Elliot, Knowles, Moore, Alexander	50.00%	50%	Worldwide
332222	JUSQU'A ME PERDRE	Garou	ADAMS BRYAN, KENNEDY ELIOT JOHN	87.50%	8750%	Worldwide
		Nas	B.H. Edwards/Jones, N./L. David Lewis/Peacock, C./Rodgers, N.	25.00%	25%	Worldwide
606532	Just A Moment					
447702	Just Because	Joe Jackson	Joe Jackson	100.00%	100%	World Wide
38065	Just Can't Get Enough	Depeche Mode	V. Clarke	100.00%	100.00%	World Wide
80778	Just Once	N/a	Mann/Weill	100.00%	100.00%	World Wide
130109	Just To See You Smile	Tim McGraw	Nesler / Martin	37.50%	37.50%	Worldwide
161778	Kaleidoscope Skies	Jam & Spoon	Elmer/Lonich/Bacharach/Hal/Loefel	31.50%	31.50%	World Wide
450707	Kaw-Liga	Hank Williams	Williams/Rose	100.00%	100.00%	World Wide
52750	Keep their heads ringin'	Dr. Dre	Brown, Chisholm, Cooks, Yound Robinson, Sneed, Anderson	25.00%	25.00%	World Wide
167960	Keep Ya Head Up	2 Pac	Troutman/Shakur/Anderson	31.25%	31.25%	World Wide
100165	Keepin' Up	Alabama	R. Fowler/T. Gentry/R. Owen/R. Rogers	100.00%	100.00%	World Wide
526873	Keg In The Closet	Kenny Chesney	Chesney/James/Onely	100.00%	100.00%	World Wide
50651	Kentucky Woman	Neil Diamond	Neil Diamond	100.00%	100.00%	World Wide
330836	Ketchup Song	Las Ketchup	Ruiz/Benito	100.00%	100.00%	World Wide
109219	Key Largo	Bertie Higgins	Higgins E Elbert Joseph/Limbe Sonny	75.00%	75.00%	World Wide
536123	Key Lime Pie	Kenny Chesney	Chesney, Anderson, Cannon	33.34%	33.34%	World Wide
67111	Killing Me Softly With His Song	Roberta Flack; Fugees	Fox Charles/Gimbel Norman	50.00%	50.00%	
3328	KING OF THE ROAD	ROGER MILLER	Roger Miller	100.00%	100%	Worldwide excluding UK, S.Africa, Benelux, Scandinavia, Australasia, Italy, France, Brazil, Argentina, Chile, Uruguay, Germany, Austria, Japan
619217	Kirikirimai	Orange Range	Orange Range	100.00%	100%	World EX Japan
158588	Kissing You	Desiree	Weeks/Attack	50.00%	50.00%	World Wide
	Knock Three Times	Tony Orlando & Dawn	Brown/Levine	Sony/Lastrada 55%	55%	World Wide
333919	Kusha Las Playas	Las Ketchup	Ruiz/Munoz/Munoz/Munoz	100.00%	100%	World Wide
276688	La Bomba	King Africa	Zambrana,Fabio	100.00%	100.00%	World Wide
244232	La Risa	Queco	Francisco Manuel Ruiz Gomez	100.00%	100%	World Wide
595291	La Locura	Yahir	Alejandro Jaen, Rafael Vergara, William Faz	33.34%	33%	World Wide
114260	Lady (Hear Me Tonight)	Modjo	Rodgers / Edwards / Destagnol / Tranchart	25.00%	25%	World
100143	Lady Down On Love	Alabama	Owen	100.00%	100%	world Wide
63998	Lady Madonna	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
552250	Laid To Rest	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100.00%	100.00%	WW
51666	Landslide	Dixie Chicks	Stevie Nicks	100.00%	100.00%	World Wide
59469	Last Night	Az Yet	Edmonds/Andes	50.00%	50.00%	World Wide
79139	Laughter In The Rain	Neil Sedaka	Cody Phillip/Sedaka Neil	12.50%	12.50%	WW
212301	Lawdy Miss Clawdy	Elvis Presley	Price	100.00%	100.00%	World Wide
53778	Le Freak	Chic	Rogers, Nile G. , Bernard Edwards	50.00%	50.00%	World Wide
524335	Learn Chinese	Jin feat. Wyclef Jean	Jean/Brown/Duplessis/Anyuong	10.00%	10.00%	World Wide
249368	Let Forever Be		Gallagher, Rowland, Simons	50.00%	50.00%	World Wide
64119	Let It Be	Beatles	Lennon John/Mc Cartney Paul	64.167% Sony, 35.833 EMI	100.00%	World Wide
506005	Let's Be Us Again	Lonestar	McDonald/James/Deny	33.34%	33.34%	World Wide
537102	Let's Do This Right	Lyle Lovett	Lovett/Lyle	100.00%	100.00%	World Wide
40758	Let's Go To Vegas	Faith Hill	Staley, Karen R.	100.00%	100.00%	World Wide
60262	Let's Make A Night To Remember	Bryan Adams	Adams/Lange	40.00%	40.00%	World Wide
114809	Life	Our Lady Peace	Makis/Lanni/Taggart/Coutts	80.00%	80.00%	Worldwide
228979	Life Goes On	The Kinks	Ray Davies	100.00%	100.00%	USA and Canada Only
62449	Life Turned Her That Way	Ricky Van Shelton	Howard	100.00%	100.00%	World Wide
37791	Like A Virgin	Madonna	Kelly, Thomas F. , Steinberg, William E.	100.00%	100.00%	World Wide
	Lipstick	Alejandra Guzman	Child/Domaniewksi/Greene/Guzman/Horovitz/Nguy	25.00%	25.00%	World Wide
449649	Little Bitty	Tom T. Hall/Alan Jackson	Hall	100.00%	100.00%	World Wide
327240	Little by Little	Noel Gallagher	Gallagher	100.00%	100.00%	WW
60632	Little Goodbyes	SheDaisy	Greenberg/Deere/Osborn	33.34%	33.34%	Worldwide
46879	Little Miss Honky Tonk	Brooks & Dunn	Dunn	100.00%	100.00%	World Wide
	Live Now	Nas		SPLITS PENDING		
64120	Long & Winding Road	Beatles	Lennon John/Mc Cartney Paul	64.167% Sony, 35.833 EMI	100.00%	World Wide
614584	Long As You Come Home	Brooke Valentine	Randolph / Spencer / Smith / Milsap / Spencer / Johnson	50.00%	50.00%	World Wide
129698	Long Black Train	Josh Turner	Turner	100.00%	100.00%	World Wide
82975	Long Tall Sally	Little Richard	Penniman/Johnson/Blackwell	100.00%	100.00%	World Wide
569802	Lose My Breath	Destiny's Child	Jerkins/Garrett/Knowles/Rowland,M. Williams/Jerkins III/ Daniels, Carte	24.16	24.16%	World Wide
109034	Losing Lisa	Ben Folds	Ben Folds, Frally Hynes	95.00%	95%	World Wide
625472	Lost In Hollywood	System of a Down	Tankian / Malakian	100.00%	100%	World Wide
131673	Love At First Sight	Kylie Minogue	Minogue/ Stanard/ Gallagher/ Howes/ Harrington	20.00%	20.00%	Worldwide
537911	Love Doesn't Live Here No More	Ricky Fante	Deutsch/Fante/Harris/Kets	25.00%	25.00%	Worldwide
91508	Love Like This	Faith Evans	Rodgers/Edwards/Combs/Evans/ Emery/Lawrence/Crawford	25.00%	25.00%	World Wide
20538	Love of a Lifetime	Firehouse	Snare/Leverty	100.00%	100.00%	World Wide
14201	Love Overboard	Gladys Knight	Calloway	25.00%	25.00%	World Wide
131648	Love You Out Loud	Rascal Flatts	James/Wilson	100.00%	100.00%	World Wide
84003	Lovely Rita	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
133892	Lover I Don't Have To Love	Bright Eyes	Oberst	100.00%	100.00%	World Wide
601917	Lover's Ghetto	Angie Stone	Temperton, Moore, Randolph, Smith, Spencer	50.00%	50.00%	World Wide
35525	Lovin' All Night	Patty Loveless	Crowell	100.00%	100.00%	World Wide
527801	Loving Days	Kylie Minogue	Stannard/Minogue	25.00%	25.00%	World Wide
601760	Lua	Bright Eyes	Oberst	100.00%	100.00%	World Wide
150791	Luchini	Camp Lo	Randolph / Spencer / Smith / Wallace / Wilds / Willis	50.00%	50.00%	World Wide

SCHEDULE A

92969	Lucille	Kenny Rogers	Bowling Roger Dale/Bynum Hal	100.00%	100.00% World Wide
J4004	Lucy In The Sky With Diamonds	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
500499	Luv U Better	LL Cool J	Smith/Williams/Hugo	33.34%	33.34% World Wide
819457	Lyla	Oasis	Gallagher, Noel	100.00%	100.00% World Wide
48891	Lyrical Gangbang	Dr. Dre	Allen/Broadus/Brown/Collins/Hathaway/Young	5.00%	5.00% World Wide
237988	Ma Baker	Boney M	Jay/Reyam/Farian	100.00%	100.00% World Wide
631782	Made Up My Mind	Lyle	Jennings	100.00%	100.00% World Wide
60678	Madman	Silverchair	Johns	100.00%	100.00% World wide
84005	Magical Mystery Tour	Beatles	Lennon, John W McCartney, Paul	66.67% Sony, 33.33% EMI	100.00% World Wide
106570	Make It With You	Bread	Gates David A	100.00%	100.00% World Wide
3842	Make The World Go Away	Elvis Presley	Cochran	100.00%	100.00% World Wide
517522	Making Love For Fun	Enrique Iglesias	Fishbein/Iglesias/Cloguard/Morales/Singel	5.00%	5.00% World Wide
497555	Making Memories Of Us	Keith Urban	R. Crowell	100.00%	100.00% World Wide
265759	Mama Said Knock You Out	LL Cool J	Smith/Williams/Morrison/Stewart/Jacobs/Clinton/Collins/McCants/McCants	7.42%	7.42% World Wide
902068	Mamas Dont Let Your Babies Grow Up To Be Cowboys	Willie Nelson/Waylon Jennings	Bruce/Bruce	100.00%	100.00% World Wide
101240	Maria Maria	Santana	Jean/Duplessis/Santana/Perazzo/Rekow	65.00%	65.00% World Wide
228018	Marmalade	System of a Down	Malakian, Tankian, Odadjian, Dolmayan	100.00%	100.00% World Wide
101188	Marrakesh Express	Crosby, Stills & Nash	G. Nash	100.00%	100.00% World Wide
84006	Martha My Dear	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
553385	Mass Destruction	Faithless	Fraser / Bentovim / Armstrong / Nut	26.67%	26.67% World Wide
84121	Maxwell's Silver Hammer	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00% World Wide
198437	Maybe I'm Amazed		McCartney	64.167% Sony, 35.833 EMI	100.00% World Wide
505811	Maybe This Christmas		Sexsmith	100.00%	100.00% World Wide
598617	Me Dedique a Perderte	Alejandro Fernandez	Garcia	100% Sony Music ent Mx, S.A., De C.V.	100.00% WW
35323	Me Estoy Enamorando	La Mafia	Larrinaga	100.00%	100.00% World Wide
84122	Mean Mr. Mustard	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00% World Wide
83303	Meet Me In Montana	Jo Dee Messina	Goodrum / Maher	100.00%	100.00% world wide
24351	Meeting In The Ladies Room	Klymaxx	Calloway/Calloway/Watson	51.95%	51.95% World Wide
	Mesmerized	Faith Evans	*update in Moviso when splits are decided*	Pending	pending
96249	Mess	Ben Folds Five	Ben Folds	100.00%	100% World Wide
	Message to the Boys	Nas		SPLITS PENDING	
75993	Miami	Will Smith	Shelby/Shockley/Sylvers/Smith	50.00%	50% World wide
84007	Michelle	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00% World Wide
14213	Midas Touch	Midnight Star	Watson	94.45%	94.45% World Wide
22105	Miracle	Whitney Houston	Esdmons / Reid	62.50%	62.50% World Wide
75119	Mo Money, Mo Problems	Notorious B.I.G.	Edwards/Rogers/Combs/ Wallace/Jordan/Phillips	30.00%	30.00% WW
340320	Moment Like This	Kelly Clarkson	Reid/Eloffson	50.00%	50.00% World Wide
554458	Money Ain't A Thang	Jermaine Dupri	Arrington/Parker/Carter/Carter/Hankerson/Dupri	50.00%	50.00% World Wide
167977	More Bounce	Heavy D.	Troutman, Myers	31.25%	31.25% World Wide
151955	More Bounce to the Ounce	Zapp	Troutman/Sala	62.50%	62.50% World Wide
113353	More Than That	Backstreet Boys	Anders/Wennerberg/Jemberg	6667.00%	66.66% World Wide
112110	Morning Glory	Oasis	Noel Gallagher	100.00%	100.00% Worldwide
111758	Most Girls	Pink	Babyface / Thomas	50.00%	50.00% Worldwide
84009	Mother Nature's Son	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
100145	Mountain Music	Alabama	Owen	100.00%	100.00% World ex. Belgium / Holland / and Luxembourg
450540	Move It On Over	George Thorogood & The Destroyers	Williams	100.00%	100.00% World Wide
	Move Somethin'	LL Cool J	James Smith/Johnson	pending	pending
113833	Movin Melodies	ATB	Tanneberger	100.00%	100.00% World Wide
244779	Movin On Without You	Utada Hikaru	Hikaru	100.00%	100.00% World Wide
627752	Moving Pictures	Fall Out Boy	Peter Wentz, Patrick Stump&, Joseph Trohman	100.00%	100.00% World Wide
229003	Mr. Big (Man)	The Kinks	Ray Davies	100.00%	100.00% USA and Canada Only
451662	Mr. Mom	Lonestar	Harbin/Ron/McDonald/Pirimmer/Don	33.34%	33.34% World Wide
111896	Murder Was The Case	Snoop Dogg	Young/Trawick/Griffin/Boradus/Arnaud	37.50%	37.50% World Wide
631899	Must Be Nice	Lyle Jennings	Jennings	100.00%	100.00% World Wide
208896	My All	Mariah Carey	Carey/Afanasieff	50.00%	50.00% World Wide
103251	My Baby You	Marc Anthony	Afanasieff, Walter N., Muniz, Mark A.	100.00%	100.00% World Wide
540975	My Buddy	G-Unit	Brown/Jackson/Lloude/Morricone/Ausar	16.67%	16.67% Worldwide
304061	My Give A Damn Is Busted	Jo Dee Messina	Duhe/Shapiro/Martin	58.34%	58.34% World Wide
106898	My Heart Is Lost In You	Brooks & Dunn	Beavers/Harrington	50.00%	50.00% World Wide
631765	My Life	Lyle	Jennings	100.00%	100.00% World Wide
157243	My Life	Mary J. Blige	Ayers/Blige/Combs/Delvalle/Thompson	6.25%	6.25% World Wide
95602	My Love Is Your Love	Whitney Houston	Jean Nel Wyclef/Duplessis	75.00%	75.00% World Wide
22100	My My My	ARMAND VAN HELDEN	Edmunds, Simmons	65.62%	65.62% WW
28325	My Next Broken Heart	Brooks & Dunn	Cook/Dunn/Brooks	100.00%	100.00% World Wide
125569	My Oedipus Complex	Kid Rock	Peters/ Ritchie	5.00%	5.00% World Wide
537906	My Song	Ricky Fante	Deutsch/Fante/Harris/Katz	60.00%	60.00% Worldwide
503983	Nada Personal	Marc Anthony	Estefano/Anthony/Reyes	100.00%	100.00% World Wide
540480	Nas Angels...The Flyest	Nas	Jones/Williams/Hugo	16.68%	16.68% World Wide
116500	Nasty Girl	Destiny's Child	Knowles/ Dent / Brassl / Hackett	30.00%	30.00% Worldwide
315514	Needles	System of a Down	Malakian, Tankian, Odadjian, Dolmayan	100.00%	100.00% Worldwide
28523	Neon Moon	Brooks & Dunn	Duna	100.00%	100.00% World Wide
116608	Never Gonna Give You Up	Rick Astley	Stock/Aitken/Waterman	33.34%	33.34% World wide
76464	Never Gonna Let You Go	Faith Evans	Edmonds/Thomas	40.00%	40.00% Worldwide
84222	New York City	John Lennon	Lennon	100.00%	100.00% Worldwide
102500	New York Groove	Ace Frehley	Ballard	100.00%	100.00% Worldwide

SCHEDULE A

109693	Niggas Ain't S**t	Trina/Dr. Dre	Young/Curry/Wolfe/Taylor/ Beasley/Broadus	18.75%	18.75%	World Wide
	Niggaz Done Started Something		Blackman/Betha/Styles/Simmons/Jacobs/Phillips	50.00%	50.00%	World Wide
422701		DMX				
	No Matter What They Say		Rogers, Thompson, Barrier, Byrd, Jones, Feliciano, Edwards, Henson, Archer, Beavers.	10.00%	10.00%	World Wide
291152		Lil Kim	Taylor, Hill, Joyner, Griffin			
597292	No Me Quiero Enamorar	Kalimba	Domm, Operansky, Bernal	50.00%	50.00%	World Wide
512289	No Me Tortures	Daniel Rene	Piloto/Danny Lopex	35.00%	35.00%	Worldwide
38633	No More Mr. Nice Guy	Alice Cooper	Cooper/Bruce	100.00%	100.00%	World Wide
	No One Else In The Room	Nas		SPLITS PENDING		
76525	No One Else On Earth	Wynonna	Colucci / Harris / Lorber	41.67%	41.67%	World Wide
77827	No Place That Far	Sara Evans	Evans/Martin/Shapiro	91.66%	91.66%	Worldwide
84013	No Reply	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
77879	No Shelter	Rage Against The Machine	Rocha / Commerford / Morello / Wilk	100.00%	100.00%	Worldwide
495972	No Shoes, No Shirt, No Problems	Kenny Chesney	Beatherd	100.00%	100.00%	World Wide
127506	No Such Thing	John Mayer	Mayer/Cook	65.00%	65.00%	World Wide
296370	Nobody Ever Died of A Broken Heart	Cowboy Crush	Terry Radigan/Kenny Greenberg/Walter Wilson	33.34%	33.34%	World Wide
84014	Norwegian Wood (This Bird Has Flown)	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
55740	Not Gon' Cry	Mary J. Blige	Edmonds	87.50%	87.50%	Worldwide
130024	Not On Your Love	Jeff Carson	Martin /Wilson / Martin	20.84%	20.84%	Worldwide
519924	Not Me	Kenni Thomas	Thomas, Montana, Maher	33.34%	33.34%	World Wide
597449	Not That Kind of Girl	JoJo	Fusari / Belewa / Falonte	25.00%	25.00%	Worldwide
243892	Nothing Even Matters	Lauryn Hill	Hill	100.00%	100.00%	World Wide
593641	Now You've Got Something To Die For	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100% Sony/ATV Songs LLC	100.00%	WW
84016	Nowhere Man	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
235168	Nowhere To Run (Vapor Trail)	Ozzy Osborne	Blades, Rubin, Ol' dirty bastard, Jordan, Kirkland, Osborne, DMX	18.50%	18.50%	World Wide
607438	Numb/Encore	Jay-Z / Linkin Park	Carter/West	18.75%	18.75%	World Wide
551493	O.G. Bitch	Esthero	Gerald Eaton, Brian West, Esthero	50.00%	50.00%	World Wide
907586	Ob La Di Ob La Da	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
518997	Objection	Shakira	Mebarak	100.00%	100.00%	World Wide
116758	Ocean Spray	Manic Street Preachers	Moore/Jones/Bradfield	100.00%	100.00%	World Wide
84123	Oh Darling	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00%	World Wide
38112	Oh L'Amour	Erasure	Bell/Clarke	100.00%	100.00%	World Wide
446598	Oh Pretty Woman	Roy Orbison	Dees/Orbison	62.50%	62.50%	USA
537908	Oh Yeah	Ricky Fante	Deutsch/Fante/Harris/Katz	35.00%	35.00%	Worldwide
213058	Ojos Asi	Shakira	Mebarak/Flores/Garza	66.67%	66.67%	World Wide
61908	Okie From Muskogee	Merle Haggard	Powers, Haggard	100.00%	100.00%	World Wide
603438	Old Soul Song	Bright Eyes	Oberst	100.00%	100.00%	World Wide
593628	Omerta	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100.00%	100.00%	WW
97049	On The Inside (Theme from "Prisoner")	Lynne Hamilton	CASWELL DAVID ALLAN	100.00%	100.00%	World Wide
129117	One Day In Your Life	Anastacia	Biancaniello/Newkirk/Walters	33.33%	33.33%	World Wide
593639	One Gun	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100.00%	100.00%	WW
99449	One Man Army	Our Lady Peace	Matia/Lanni	50.00%	50.00%	Worldwide
133564	One Mic	Nas	Jones / Thompson	25.00%	25	WW
64658	One More Chance	Notorious B.I.G.	Carl 'Chucky' Thompson / Christopher Wallace /Sean Combs / Norman Glover / Reginald D. Ellis	16.67%	16.67%	WW
	One Night Stand	Mistaeq	Mikkel/ SE/ Rustan/ Hermansen/ Dixon/ Washington/ Nash	16.66%	16.66%	World Wide
138143	One Nite Stand	Sarah Connor	Duplessis/Wyclef/Connor/Fortuna	37.50%	37.50%	World Wide
112688	One Sweet Day	Mariah Carey	M. Carey, N. Morris, W. Morris, S.Stockman, M. McCary, W. Afanasieff	35.00%	35.00%	World Wide
106975	One Voice	Billy Gilman	Cook, Malloy	50.00%	50.00%	World Wide
450370	Only The Lonely	Roy Orbison	Melson/Orbison	50.00%	50.00%	World Wide
38068	Only You	Yaz	V. Clarke	100.00%	100.00%	World Wide
	Ordinary	Train	Hendrickson, Monahan	12.50%	12.50%	World Wide
600470	Other Chicks	Ciara	Harris, Spencer, Miles	50.00%	50.00%	World Wide
101174	Our House	Crosby, Stills, Nash & Young	G. Nash	100.00%	100.00%	World Wide
331471	Outro	Amerie	Mark Rooney, Rich Harrison, Amerie Rogers	40.00%	40.00%	World Wide
330810	Outta The Way	The Vines	Nicholls	100.00%	100.00%	World X Australia/New Zealand
611213	Paid the Price	Do or Die	Troutman, Troutman, Round, Round, West, Smith	18.75%	37.50%	World
84019	Paperback Writer	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
504367	Paradise	LL Cool J	Barnes/Oliver/Smith/Jackson/ Rogers/Burke/Felder/Wright	50.00%	50.00%	World Wide
127804	Part II	Method Man & Redman	Edmonds / Wilson / Sermon / Braxton / Noble / Smith	30% Sony/ATV Songs LLC / ECAF Music	30.00%	Worldwide
524145	Party To Damascus	Wyclef feat. Missy Elliot	Jean/Duplessis/Elliot	60.00%	60.00%	World Wide
329212	Pass The Courvoisier	Busta Rhymes	Rodgers/Edwards/Muhammed/Tyler/Linzer/Taylor/ Fareed/Smith/Hugo/Woolard/Denny/Lamb/Randal	7.50%	7.50%	World Wide
522305	Pass The Courvoisier Part 2	Busta Rhymes	Rodgers/Edwards/Muhammed/Tyler/Linzer/Taylor/ Fareed/Smith/Hugo/Woolard/Denny/Lamb/Randal	7.50%	1.50%	World Wide
234780	Paul Revere	Beastie Boys	Rubin / Horowitz / McDaniels / Simmons	10.00%	10.00%	Worldwide
338351	Peace of Mind	Josh Gracin	James/Verges	50.00%	50.00%	World Wide

SCHEDULE A

[illegible]	Title	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
127507	Peaceful World	John Mellencamp	Mellencamp	100.00%	100.00%	Worldwide
49168	Pedro Navaja	Ruben Blades	Blades	100.00%	100.00%	World Wide
91454	Penny Lane	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
	Perfect	Snoop Dogg	Broadus/Williams/Hugo/Adu/St John	25.00%	25.00%	World Wide
138090	Perfect	Sara Evans	Evans/Martin/Shapiro	100.00%	100.00%	World Wide
112887	Perfect Gentleman	Wyclef Jean	Jean / Duplessis / Harris	45.00%	45.00%	Worldwide
501899	Persuaders	N/A	Barry	100.00%	100.00%	World Wide
605891	Peter Pan Overture		Kaczmarek	100.00%	100.00%	World Wide
38295	Philosophy	Ben Folds Five	Folds	100.00%	100.00%	Worldwide
307794	Piano	Glassjaw	Palumbo/Back	100.00%	100.00%	Worldwide
447592	Pickin' Wildflowers	Keith Anderson	Williams, Rich, Anderson	33.34%	33.34%	World Wide
106713	Picture Perfect	Angela Via	Trullinger/Cosgrove/Clark	3333.00%	33.33%	Worldwide
183545	Piece Of My Heart	Janis Joplin	Berns/ Ragavoy	16.67%	16.67%	World Wide
145506	Pienso En Ti	Shakira	Marbarak/ Ochoa	100.00%	100.00%	World Wide
95529	Piggy In The Middle	Beatles	Lennon / Mccartney	82.08% Sony, 17.92% EMI	100.00%	World Wide
118573	Play	J-LO	Cory Rooney A Bagge, A. Birgisson, C. Millan	5.00%	5.00%	Worldwide
810407	Play Something Country	Brooks & Dunn	Dunn/McBride	50.00%	50.00%	World Wide
108852	Please Remember Me	Tim McGraw	Crowell, Jennings	50.00%	50.00%	World Wide
37695	POISON	ALICE COOPER	Cooper, Child, McCurry	42.50%	42.50%	Worldwide
80878	Polyester Bride	Liz Phair	Phair	100.00%	100.00%	World Wide
8462	Pop A Top	Alan Jackson	Stuckey	100.00%	100.00%	Worldwide
125090	Pop Lockin'	Silkk The Shocker	Troutman/Troutman/Hooks/ Hudson/Broadus/Spillman/ Miller/Brooks	Sony/Lastrada 37.5	37.50%	World Wide
45930	Possession	Sarah McLachlan	McLachlan	100.00%	100.00%	World X Canada
617120	Poster Girl	Backstreet Boys	Mann/Bahncke/Tromberg	50.00%	50.00%	World Wide
138853	Power of a Dream	Celine Dion	Edmons/Foster/Thompson	33.34%	33.34%	World Wide
528494	Powerless (Say What You Want)	Nelly Furtado	Eaton/West/Furtado/ Horn/Dudley/ McLaren	26.68%	26.68%	WW
	Prelude/Hell of a Town	Joe Jackson	Joe Jackson	100.00%	100.00%	World Wide
827748	Pretty In Punk	Fall Out Boy	Pete Wentz, Patrick Stumph, Joseph Trohman	100.00%	100.00%	World Wide
4681	Pretty Paper	Roy Orbison	Nelson	100.00%	100.00%	Worldwide EX - Australia, New Zealand, Benelux, Brazil, UK, Germany Austria, Switzerland, Italy, Scandinavia, Denmark, Iceland, and France
54541	Pump Pump	Snoop Dogg	Malik/Broadus/Young	50.00%	50.00%	Worldwide
534809	Pure and Simple	Hear' Say	Clarkson / Hawes / Kirtley	33.34%	33.34%	Worldwide
60682	Pure Massacre	Silverchair	Johns/Gillies	100.00%	100.00%	World Wide
122025	Push It'	Salt n Pepa	Ray Davis/Herby Azor	2.00%	2.00%	Can/Mex/USA
327976	Put It In Your Mouth	Akinyele	Hargis/Adams/Jeffries	100.00%	100.00%	World Wide
450185	Put Your Hands Where My Eyes Can See	Busta Rhymes	Seals/Smith	50.00%	50.00%	World Wide
590865	Quarterbackin	E40	Adams/Stevens/Thornton/Thornton	50.00%	50.00%	World Wide
625479	QUESTION	System of a Down	Malakian/Tankian	100.00%	100.00%	World Wide
527450	Que Lloro	Sin Banders	Garcia	100.00%	100.00%	World Wide
38282	Radar Love	Golden Earring	Kooymans/Hay	100.00%	100.00%	World Wide
237483	Radio Activity	Kraftwerk	Schult/Heutter/Schneider	100.00%	100.00%	World Wide
523033	Raindrops Will Fall	TAMYRA GRAY	BIANCANIELLO, WATTERS, GRAY 33.34%		33.34%	WW
75013	Rapper's Delight	Sugarhill Gang	Rodgers / Edwards	50.00%	50.00%	Worldwide
237989	Rasputin	Boney M	Jay/Reyam/Farian	100.00%	100.00%	Worldwide
237989	Rat-Tat-Tat-Tat	Dr. Dre	Curry/Young	100.00%	100.00%	Worldwide
337255	A Real Fine Place to Start	Sara Evans	Duces/Foster	50.00%	50.00%	World
447757	Real Men	Joe Jackson	Joe Jackson	100.00%	100.00%	World Wide
902171	Reaper (Don't Fear The)	Blue Oyster Cult	Roeser, Donald	Sony/ATV Tunes, LLC (ASCAP) 100%	100.00%	World excluding GAS and East Europe
506479	Red Dirt Road	Brooks & Dunn	Brooks/Dunn	100.00%	100.00%	World Wide
48419	Red Light Special	TLC	Edmonds	100.00%	100.00%	World wide
40069	Red Red Wine	Neil Diamond/UB40	Diamond	100.00%	100.00%	WW
133739	Red White And Blue	Lynard Skynard	Van Zant/Van Zant/Warren/Warren	50.00%	50.00%	World Wide
543238	Redneck Woman	Gretchen Wilson	Wilson/Rich	50.00%	50.00%	World Wide
593837	Remorse If For The Dead	Lamb of God	Blytha/Morton/Adler W./Campbell/ Adler C.,	100.00%	100.00%	WW
525733	Re-offender	Travis	Healy	100.00%	100.00%	Worldwide
341951	Requiem For A Dream Theme	Clint Mansell	Mansell	12.50%	12.50%	World Wide
272712	Respectable	Mel and Kim	Stock/Aitken/Waterman	33.34%	33.34%	World Wide
84022	Revolution	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
51698	Rhiannon	Fleetwood Mac	Stevie Nicks	100.00%	100.00%	World Wide
612919	Rich Girl	Gwen Stefani	Kravitz/Stefani/Dioguardi/Allazano	91.00%	5.00%	World Wide
512555	Ride	The Vines	Nicholls	100.00%	100.00%	World Wide
603444	Rode To Joy	Bright Eyes	Oberst	100.00%	100.00%	World Wide
85087	Rock Around The Clock	Bill Haley	Max C. Freedman/J. Myers	75.00%	75.00%	US, Canada, & Mexico
517481	Rock Me	Liz Phair	Alspach/Edwards/Christy/Phair	25.00%	25.00%	World Wide
77981	Rock The Bells	LL Cool J	Smith/Rubin	87.50%	87.50%	World Wide

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	Rock The Party	Five	Gibb / Brown / Breen / Conton / Gallagher / Stannard	8.00%	66.67% Sony, 33.33% EMI	8.00% World Wide
	Rocky Raccoon	Beatles	Lennon, John W. , McCartney, Paul	25.00%		100.00% World Wide
25		Ciara	Spencer, Miles, Harris	100.00%		50.00% World
147	Roll With You	Lynn Anderson	Joe Soulh	100.00%		100.00% World Wide
815	Rose Garden	System of a Down	Malakian, Tankian, Odadjian, Dolmayan	50.00%		100.00% World Wide
6368	Roulette	LL Cool J	James Smith, Tim Mosley	50.00%		50.00% World Wide
6356	Rub My Back	Lindsay Lohan	Rooney, Jackson, Jackson, Lohan	50.00%		50.00% World Wide
02188	Rumours	Sugababes	Upsey / Dougaby / Buena / Buchanan	25.00%		25.00% Worldwide
25150	Run For Cover	Ryan Tyler	Powell/Davis/Kayle	33.34%		33.34% World Wide
508748	Run, Run, Run	Cheyenne	Salgado	100.00%		100.00% World Wide
211845	Salome	A1	Adams/Ingerbrigtsen/Read/Foster	50.00%		50.00% World Wide
132180	Same Old Brand New You	Puff Daddy / R. Kelly	Walker/Combs/Mcelroy/Foster/Price/Kelly/Greene	10.00%		10.00% World Wide
	Satisfy You	Destiny's Child	Beyonce Knowles, Kelendria T Rowland, Latavia Robenson, Rodney Jerkins,Daniels, Lashawn A., Fred Jerkins III	20.00%		20.00% World Wide
269999	Say My Name	Spice Girls	Beckham/Brown/Buck/Burton/Chisholm/Halliwell/K	66.67%		66.67% World Wide
111341	Say You'll Be there	Mistesq	Kennedy	16.67%		16.67% World Wide
62915		System of a Down	Eriksen/Rustan/Hermansen	100.00%		100.00% World Wide
505742	Scandalous	Marc Anthony	Malakian, Tankian, Odadjian, Dolmayan	100.00%		100.00% World Wide
315518	Science	Shakira	Salgado/Pagan	100.00%		100.00% World Wide
594794	Se Esfuma Tu Amor	Beatles	Mebarak/Ochoa	66.67% Sony, 33.33% EMI		100.00% World Wide
146504	Se Quiere Se Mata		Lennon/McCartney	50.00%		50.00% World Wide
84028	Sgeagent Pepper's Lonely Hearts Club Band	Michael W. Smith	Smith/Kirkpat/ick/Gill	100.00%		100.00% World Wide
460636	Secret Ambition	Faith Hill	Peters	90.00%		90.00% Universe
51531	Secret Of Life	Jennifer Lopez	Shakur, Rooney, Oliver, Lopez	100.00%		100.00% World Wide
300697	Secretly	Cheyanne	Estefano/Reyes	20.00%		20.00% World excluding Asian territories
538924	Sentada Aqui en mi Alma	Snoop Dogg	Arnaud/Brown/Middendorf/Broadus/Thomas/Williar	20.00%	Sony/ATV 50%	50.00%
54543	Serial Killa	N/A	Rapcso/Hart/Stone	50.00%		50.00% World Wide
68137	Sesame Street Theme	Chemical Brothers	Gallagher/Rowlands/Simons	100.00%		100.00% World Wide
148323	Setting Sun	Pat Benetar	Steinberg/Kelly	100.00%		60.00% World Wide
37918	Sex As A Weapon	Destiny's Child	Beyonce Knowles Damon Elliott	100.00%		100.00% World Wide
118503	Sexy Daddy	Beatles	Lennon / McCartney	pending		pending
84029	Sexy Sadie	LL Cool J	Johnson/Smith/Taylor	20.00%		20.00% World Wide
334366	Shake It Baby	Jay Z & R Kelly	Barnes/Ollivier/Kelly/Dewese/Jones/Robinson	9.170%		9.170% World Wide
	Shake Ya Body	Murphy Lee, Nelly and	Smith, Bridges, Lee, Haynes	33.340%		33.340% World Wide
554338	Shake Ya Tail Feather	P.Diddy	Diamond/Cabrera/Savan	45.88%		45.88% World Wide
548072	Shame On Me	Ryan Cabrera	Afanasieff/Child/Rose	28.34%		28.34% World Wide
113235	She Bangs	Ricky Martin	Lauper/Chertoff/Corbett/Lum	100.00%		100.00% World Wide
17833	She Bop	Cindy Lauper	Lennon/McCartney	66.67% Sony, 33.33% EMI		100.00% World Wide
84127	She Came In through The Bathroom Window	Beatles	Jennings	100.00%		5.00% World Wide
631738	She Got Kids	Lyle	Troutman/Hawkins/Vidal/Vidal/Benjamin	100.00%		100.00% World Wide
844256	She Lives In My Lap	Outkast	Lennon/McCartney	5.00%		100.00% World Wide
84031	She Said, She Said	Beatles	Dunn	66.67% Sony, 33.33% EMI		100.00% World Wide
28524	She Used To Be Mine	Brooks & Dunn	Roe Tommy	100.00%		100.00% World Wide
108848	Sheila	Tommy Roe	Harmore	100.00%		100.00% World Wide
133985	She'll Go On You	Josh Turner	Knowles/Blackman	50.00%		50.00% World Wide
304065	She'll Leave You With A Smile	George Strait	Lennon/McCartney	66.67% Sony, 33.33% EMI		12.50% World Wide
84032	She's A Woman	Beatles	Horowitz/Rubin/Yauch	12.50%		100.00% World Wide
98453	She's Crafty	Beastie Boys	Lennon/McCartney	66.67% Sony, 33.33% EMI		100.00% World Wide
84033	She's Leaving Home	Beatles	Dunn	100.00%		50.00% World Wide
46877	She's Not The Cheatin Kind	Brooks & Dunn	Horowitz/Rubin	50.00%		100.00% World Wide
234680	She's On It	Beastie Boys	Plant/Adams/Tyson/Dearmer/Baggott	100.00%		47.00% World Wide
619023	Shine It All Around	Robert Plant And Strange Sensation	Solomon/Lamprecht / White	47.00%		100.00% Worldwide
614381	Shover	Natalia	Mcfarlane/George	100.00%		33.34% Worldwide
242133	Show Me Love	Robin S / DJ Tonka	Eriksen / Hermansen / Halgell	33.34%		100.00% US
	Show Me The Way To Your Love	Hear Say	Hustler	100.00%		100.00% World Wide
102235	Showroom Dummies	Kraftwerk	Michael Ness	100.00%		100.00% Worldwide
27599	Sick Boys	Michael Ness	Healy	100.00%		50.00% World Wide
118102	Side	Travis	Kennedy/Sheyne	50.00%		50.00% World ex Canada
454266	Siempre Hay Milagros	Myra	Emmerson	50.00%		50.00% World Wide
452938	Signs	Tesla	Leeb/Fuller/McLachlan	50.00%		30.00% Worldwide
76705	Silence	Deliarium	Browne / Jones / Hoere	30.00%		40.00% World Wide
197806	Silent Murder	Nas	Grant/Thomas/O'Brian/Owsley	40.00%		100.00% Worldwide
519472	Simple Things	Amy Grant	Healy	100.00%		87.50% Worldwide
118098	Sing	Travis	Edmonds	87.50%		100.00% World Wide
54502	Sittin' Up In My Room	Brandy	V Clarke/A Moyet	100.00%		50.00% World Wide
113243	Situation	Yaz	Kreviazuk/Lavigne	50% Sony/ATV Songs LLC		
649173	Slipped Away	Avril Lavigne	Rubin/Allen/Brown/Dickerson/Miller/Scott/Goldstei	5.00%		5.00% World Wide
	Slow Ride	Beastie Boys	n/Horowitz/Diamond/Yauch/Jordan/Levitin	100.00%		100.00% World Wide
234602	Slow Song	Joe Jackson	Joe Jackson	33.34%		33.34% World Wide
447866	Smile	Lyle	Jennings, Lambert, Potter	50.00%		50.00% World Wide
631882	Smooth Operator	Sade	Adu/St. John	66.66%		66.66% World Wide
38707	So Damn Beautiful	Paranoid	Horrocks, Mileare, Rowe	100.00%		100.00% World Wide
240842	So Emotional	Whitney Houston	Steinberg/Kelly	50.00%	15.00%	50.00% Worldwide
		Monica	Elliot/Cunningham/Tiye/ Ammonuel			15.00% Worldwide
		Destiny's Child	Knowles,Beyonce / Rowland,Kelendria T. / Robenson,Latavia / Lucken,Letoya / Briggs,Kevin / Burruss,Kandi L.		30.00%	30.00% Worldwide
			Enriquez / Erickson /Harmansen /Rustan		100.00%	100.00% Worldwide

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119517	Soldier	Destiny's Child	Knowles/Rowland/Harrison/Williams/Carter/Garrett / Harris	14.00%	14.00%	Worldwide
79140	Solitaire	Clay Aiken	Cody/Sedaka	60.63%	60.63%	World Wide
50666	Solitary Man	HIM	Diamond	100.00%	100.00%	World Wide
67537	Solo En Ti	Enrique Iglesias	Clarke/Iglesias	93.75%	93.75%	Worldwide
99865	Some Days You Gotta Dance	Dixie Chicks	Johnson/Morgan	18.75%	18.75%	World Wide
400045	Somebody Love Me	Michael W. Smith	Smith/Kirkpatrick	50.00%	50.00%	World Wide
334302	Somebody's Girl	Jay-Z R Kelly	Barnes/Olivier/Kelly/Carter	50.00%	50.00%	Worldwide
114845	Someone To Love You	Ruff Endz	Rooney	100.00%	100.00%	Worldwide
526434	Something's Broken	Tim McGraw	beathard, horne	50.00%	50.00%	Worldwide
29552	Sometimes	Erasure	Clarke/Bell	100.00%	100.00%	Worldwide
13553	Sometimes When We Touch	Dan Hill	Hill Dan/Mann Barry	100.00%	100.00%	World excluding Canada
619547	Somewhere Else	Razorlight	Johnny Borrell	100.00%	100.00%	World Wide
135131	Somewhere Out There	Our Lady Peace	Coutts/Maida/Taggart	100.00%	100.00%	World Wide
5250	Son Of A Preacher Man	Tanya Tucker, Dusty Springfield	Hurley/Wilkins	100.00%	100.00%	World Wide
48487	Song For the Dumped	Ben Folds Five	Ben Folds, Darren Jessee	100.00%	100%	World Wide
00176	Sorry Suzanne	Hollies	Anthony Gordon/Stephens Geoffrey	50.00%	50.00%	World Wide
50519	Squeeze Me In	Garth Brooks / Trisha Yearwood	Nicholson / McClinton	50.00%	50.00%	Worldwide
29592	Star	Erasure	Bell/Clarke	100.00%	100.00%	World Wide
51601	Starseed	Our Lady Peace	Maida/Lanni/Eacrett/Lanni	75.00%	75.00%	Worldwide
520290	Stay	Leann Rimes	Peirce/White	50.00%	50.00%	Worldwide
601556	Stay For A While	Angie Stone	Wynn/Stone/Hamilton	10.00%	10.00%	Worldwide
537160	Stay With Me	Josh Gracin	James/Mcbride/Hughes	33.34%	33.34%	World Wide
447679	Steppin'Out	Joe Jackson	Jackson Joe/	100.00%	100.00%	World Wide
631750	Stick Up Kid	Lyte	Jennings	100.00%	100.00%	World Wide
609554	Still Around	J-LO	Rooney/Patton	50.00%	50.00%	World Wide
129194	Stomp	Steps	Rodgers / Edwards / Topham / Twigg / Campbell	25.00%	25.00%	Worldwide
29580	Stop	Erasure	Bell/Clarke	100.00%	100.00%	World Wide
109850	Stop Being Greedy	DMX	Blackmon/Fields/Masser/Simmons	13.00%	13.00%	World wide
48802	Stranded on Death Row	Dr. Dre	Allen/Brown/Hayes/Middendorf/Nichols/Broadus/W	11.00%	11.00%	World wide
447648	Stranger Than Fiction (Fiction)	Joe Jackson	Joe Jackson	100.00%	100.00%	World Wide
447681	Stranger Than You	Joe Jackson	Joe Jackson	100.00%	100.00%	World Wide
84037	*Strawberry Fields Forever*	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
338488	Streamline	System of a Down	Malakian, Tankian, Odadjuan, Dolmayan	100.00%	100.00%	World Wide
505478	Street Life	Beenie Man	Davis/Hermansen/Erikson/Kelly	33.34%	33.34%	World Wide
102024	Strong Enough	Sheryl Crow	Crow/Bottrel/Baerwald/ Gilbert/Ricketts/ Macleod	33.34%	33.34%	World Wide
528771	Stupid	Sarah McLachlan	McLachlan	100.00%	100.00%	World Wide
228011	Sugar	System of a Down	Malakian, Tankian, Odadjuan, Dolmayan	100.00%	100.00%	World Wide
106530	Sugar, Sugar	The Archies	Barry/Kim	50.00%	50.00%	US
624734	Sugar, We're Goin' Down	Fall Out Boy	Wentz, Stumph, Trohman, Hurley	100.00%	100.00%	World Wide
228004	Suggestion	System of a Down	Malakian, Tankian, Odadjuan, Dolmayan	100.00%	100.00%	World Wide
228003	Suite Pee	System of a Down	Malakian, Tankian, Odadjuan, Dolmayan	100.00%	100.00%	World Wide
64983	Supermans's Dead	Our Lady Peace	Maida/Lanni	5000.00%	50.00%	Worldwide
49509	Supernova	Liz Phair	Phair	100.00%	100.00%	Worldwide
117035	Survivor	Destiny's Child	Beyonce Knowles, Anthony Dent Matthew Knowles	47.00%	47.00%	World Wide
106528	Suspicious Minds	Elvis Presley	Zambon	100.00%	100.00%	World Wide
41693	Sweet Caroline	Neil Diamond	Diamond	100.00%	100.00%	WW
448642	Sweet Dreams of You	Patsy Cline	Gibson	100.00%	100.00%	Worldwide
67827	Sweet Surrender	Sarah McLachlan	Sarah McLachlin	100.00%	100.00%	World X Canada
599409	Swing Life Away	Rise Against	Principe/McIlrath/Barnes/Chasse	75.00%	75.00%	World Wide
613070	Switch	Will Smith	Smith/Bennett/Holland	35.00%	35.00%	World
627747	Switchblades and Infidelity	Fall Out Boy	Patrick Stump, Joseph Trohman	100.00%	100.00%	World Wide
601763	Take It Easy (Love Nothing)	Bright Eyes	Oberst	100.00%	100.00%	World Wide
524174	Take Me As I Am	Wyclef Jean	Jean/Duplessis/Sdawes	56.25%	56.25%	World Wide
538810	Take Me Away	Fefe Dobson	Dobson/Levine	100.00%	100.00%	World Wide
93045	Take Me Out To The Ballgame		Norworth/Von Tilzer	75.00%	75.00%	World Wide
93719	Take On Me	A-Ha	Pal Waaktaar / Magne Furuholmen / Morten Harket	100.00%	100.00%	Worldwide
131976	Take You Home With Me aka Body	R. Kelly & Jay-Z	Kelly/Carter/Barnes/Olivier	50.00%	50	
39638	Taking Care Of Business	BTO	Randy Bachman	100.00%	100.00%	World Wide
624523	Talk	Coldplay	Schult, Huetter, Bartos,Martin, Berryman, Buckland, Champion	37.50%	37.50%	World Wide
56781	TALES FROM THE CRYPT	Danny Elfman	Danny Elfman	100.00%	100.00%	World Wide
593992	Tan Solo Palabras	Marc Anthony	Estefano/Reyes	100.00%	100.00%	World Wide
447700	Target	Joe Jackson	Joe Jackson	100.00%	100.00%	World Wide
84780	Taxman	Beatles	Harrison	100.00%	100.00%	Worldwide
84780	Taxman	Beatles	Harrison	100.00%	100.00%	Worldwide
101169	Teach Your Children	Crosby, Stills, Nash & Young	G. Nash	100.00%	100.00%	World Wide
190658	Teardrop	Massive Attack	Fraser/Del Naja/Marshall/Vowles	50.00%	50.00%	World Wide
330788	Tears From the Moon	Conjure One	Baertsoen/Nowels/Steiberg	33.34%	33.34%	World Wide
109952	Tell Him	The Exciters	Russell	33.33%	33.33%	World Wide
87800	Tell Me If You Want Me To	Groove Theory	Lamieux/Wilson/Brown	50.00%	50.00%	World Wide
109312	Telluride	Tim McGraw	Cornelius/Verges	50.00%	50.00%	World Wide
106785	Temptations	Tupac Shakur	R. Troutman/L. Troutman/Murdock/Shakur/Clinton/Spradley/Harvey/Noble/Shider/	50.00%	50.00%	World Wide
114426	Ten Rounds With Jose Cuervo	Tracy Byrd	Beathard/Cannon-Goodman/ Henney	100.00%	100.00%	World Wide
100148	Tennessee River	Alabama	Owen	100.00%	100.00%	World ex. Belgium / Holland / and Luxembourg
448697	Tennessee Waltz	Patti Page	King, Stewart	100.00%	100.00%	World Wide
75422	Texas Size Heartache	Joe Diffie	Wilson / Turner	100.00%	100.00%	Worldwide
54540	The Shizzit	Snoop Dogg	Young/Broadus	50.00%	50.00%	World Wide
507266	Thankful	Kelly Clarkson	Thomas/Mason/Edmonds/Clarkson	20.00%	20.00%	World Wide
111151	That Ain't Gangsta	50 Cent	West/Wills/Jackson/Jackson	50.00%	50.00%	World Wide
38254	That Ain't No Way To Go	Brooks & Dunn	Dunn/Brooks/Cook	100.00%	100.00%	World Wide

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131500	That's A Woman	Mark Wills	Jones/Rutherford	50.00%	50.00%	World Wide
517626	That's What I Love About Sunday	Craig Morgan	Dorsey/Narmore	83.33%	83.33%	World Wide
137540	That's What She Gets For Loving Me	Brooks & Dunn	Dunn/McBride	50.00%	50.00%	World Wide
84105	The Ballad Of John And Yoko	John Lennon	Lennon/McCartney	100.00%	64.17%	World Wide
105195	The Best Of Me	Bryan Adams	Adams/Lange	50.00%	50.00%	World Wide
46020	The Chain	Fleetwood Mac	Nicks/Fleetwood/Mcvie/McVie/ Buckingham	20.00%	20.00%	World wide
68982	The Chair	George Strait	Cochran, Dillon	50.00%	50.00%	World Wide
515443	The Chipmonk Song	Alvin & The Chipmunks	Bagdasarian	100.00%	100.00%	World X UK
114684	The Christmas Shoes	Newsong / 3 of Hearts	Ahlstrom /Carswell	50.00%	50.00%	WW
516102	The Christmas Song	n/a	Torme/Wells	50.00%	50.00%	US
137090	The Color Of Love	Babyface	Edmonds	100.00%	100.00%	World Wide
83930	The Continuing Story Of Bungalow Bill	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
48600	The Doctor's Office	Dr. Dre	Curry/Young	100.00%	100.00%	World Wide
593840	The Faded Line	Lamb of God	Blythe/Morton/Acier W./Campbell/ Adler C.,	100.00%	100.00%	WW
268990	The Flame	Tina Arena	Foreman	100.00%	100.00%	World Wide
20453	The Gambler	Kenny Rogers	A.D. Schlitz	100.00%	100.00%	World Wide
111148	The Good Die Young	50 Cent	West/Jackson	50.00%	50.00%	World Wide
136148	The Greatest View	Silverchair	Johns	100.00%	100.00%	World Wide
112593	The Hampster Dance Song		DeBoer / Grace / Miller	66.67%	66.67%	SMP controls only in US, Canada, Central America ans Mexico
43903	The Heart Is A Lonely Hunter	Reba	Williams / Sanders / Hill	33.33%	33.33%	World wide
543724	The Loneliness	Babyface	Edmonds	100.00%	100.00%	World Wide
84120	The Long And Winding Road	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00%	World Wide
597848	The Love Of Richard Nixon'	Manic Street Preachers	Bradfield, James Dean /Jones, Nicholas / Moo	100.00%	100.00%	World Wide
136210	The Mexican 2002 (English)	Thalia	Rooney/Barnes/Olivier/ Shacklock	60.00%	60.00%	World Wide
136228	The Mexican 2002 (Spanish)	Thalia	Rooney/Barnes/Olivier/ Shacklock/Miranda	40.00%	40.00%	World Wide
133608	The Music's No Good Without You	Cher	Thomas / Taylor / Cher / Barry	80.00%	80.00%	Worldwide
92521	The Nanny Theme		Hampton Callaway	100.00%	100.00%	Worldwide
554459	The Nigga You Love To Hate	Ice Cube	Arrington/Parker/Carter/Hankerson/Sadler/Spradle y/Clinton/Shider/Ice Cube	45.00%	45.00%	World Wide
84010	The Night Before	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
137925	The Only Thing That Looks Good On Me Is You	Bryan Adams	Adams/Lange	50.00%	50.00%	World Wide
101403	The Robots	Kraftwerk	Hutter, Schneider, Bartos	83.33%	83.33%	Worldwide
51531	The Secret Of Life	Faith Hill	Peters	100.00%	100.00%	Worldwide
128438	The Sentinel	Theme	Cooper / Marietta	50.00%	50.00%	Worldwide
125943	The Urban Theme	Muzze	Menard/Ragin	50.00%	50.00%	Worldwide
031734	The Way I Feel About You	Lyle	Johnson,	100.00%	100.00%	World Wide
549464	The World Needs a Drink		Beathard / Church	100.00%	100.00%	Worldwide
197619	Theme - Eastenders		May	100.00%	100.00%	World Wide
113739	Theme - Fraggles		Balsam	100.00%	100.00%	World Wide
286010	Theme - King of Queens		Goldsmith Joshua/Gross Andrew/Yuspa Catho	100.00%	100.00%	World Wide
149628	Theme - Moonlighting		Holdridge	100.00%	100.00%	World Wide
109770	Then The Morning Comes	Smashmouth	Camp / Barry	25.00%	25.00%	Worldwide
123774	There She Goes	Babyface	Edmonds/Hugo/Williams	33.34%	33.34%	World Wide
338366	These Days	Rascal Flatts	Robson, Steele, Wells	33.34%	33.34%	Worldwide
157420	They Don't Know	Jon B	Buck/Kelly/Robinson	33.33%	33.33%	World Wide
99451	Thief	Our Lady Peace	Maida/Lanni	5000.00%	50.00%	Worldwide
127192	Think It's A Game	Jay-Z	Carter/ Easley/Grant/Parker/ Patrick/Ties	35.00%	35.00%	Worldwide
67558	Think Of You	Usher	Jeffrey/Combs/Thompson/Evans/Jones	50.00%	50.00%	World Wide
78416	Thinkin' About You	Trisha Yearwood	Regan / Shapiro	33.75%	33.75%	Worldwide
130152	Third Rock From Tha Sun	Joe Diffie	Martin / Greenbaum / Whipple	25.00%	25.00%	Worldwide
516238	This I Swear	Nick Lachey	Eriksen/Reid	50.00%	50.00%	WW
252836	This Life Forever	Jay-Z feat Missy Elliot	Shawn Carter/Yvonne Covay/William Jackson	23.13%	23.13%	World Wide
131183	Three Wooden Crosses	Randy Travis	Williams/Johnson	50.00%	50.00%	World Wide
499939	Through The Rain	Mariah Carey	Carey/Cole	100.00%	100.00%	World Wide
90454	Thunderbirds	Theme	B. Gray	100.00%	100.00%	World Wide
554872	Thunderbirds Are Go	Busted	T. Fletcher/J.Bourne/B. Gray, M. Sargent/C. Simpson	25% Sony	25.00%	World Wide
84048	Ticket To Ride	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
113007	Till You Do Me Right	After 7	Edmons/Edmons/Edmons	75.00%	75.00%	World Wide
17846	Time After Time	Cyndi Lauper	Lauper/Hyman	50.00%	50.00%	World Wide
549175	Together	Avril Lavigne	Kreviazuk/Lavigne	50.00%	50.00%	World Wide
500268	Tom Jones International	Tom Jones	Jean, Jones, Duplessis	37.50%	37.50%	World Wide
60080	Tomorrow	Silverchair	Johns / Gilles	100.00%	100.00%	Worldwide
84050	Tomorrow Never Knows	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
76102	Tonite	Snoop Dogg	Durham/Blake	30.00%	30.00%	World Wide
117068	Tougher Than Nails	Joe Diffe	Marvel/O'Donnell/Barnes	33.34%	33.34%	World Wide
101408	Tour De France	Kraftwerk	Hutter/Shult/Bartos	83.34%	83.34%	US
	Toxicity	System of a Down	Malakian, Tankian, Odadjian, Dolmayan	100.00%	100.00%	World Wide
131850	Tragedy	Marc Anthony	Rooney/Thomas	50.00%	50.00%	World wide
101422	Trans Europe Express		Schult/Heutter	100.00%	100.00%	World wide
60439	Transformers Theme	n/a	Kinder/Bryant	100.00%	100.00%	World Wide
131260	Tribute To A Woman	Ginuwine	Oliver / Lumpkin	50.00%	50.00%	Worldwide
555653	Triple Trouble	Beastie Boys	Diamond, Michael Louis; Edwards, Bernard; Horowitz, Adam; Rodgers, Nile Gregory; Yauch, Adam Nathaniel	25.00%	25.00%	Worldwide
5414	Trouble	Elvis Presley; Travis Tritt	Chesnut	100.00%	100.00%	World Wide
37836	True Colors	Cyndi Lauper	Steinberg / Kelly	100.00%	100.00%	Worldwide
528491	Try	Nelly Furtado	West/Furtado	40.00%	40.00%	World Wide
332852	Trying to Find Atlantis	Jamie O'Neal	Waters/Turner	100.00%	100.00%	World Wide
213099	Tu	Shakira	Mebarak/O'brien	50.00%	50.00%	World Wide
593998	Tu Amor Me Hace Bien	Marc Anthony	Estefano	100.00%	100.00%	World Wide
156474	Tu Carcel	Enanitos Verdes	Solis	100.00%	100.00%	World Wide
330077	Tu Y Yo	Thalia	Salgado/Reyes	100.00%	100.00%	World Wide

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429051	Turn It Up	Josh Gracin	James/McHugh	50.00%	50.00% World Wide
81952	Tutti-Frutti	Little Richard	Penniman	100% Sony/ATV Songs	100.00% World Wide
35283	Twilight Zone	Golden Earring	Kooymans	100.00%	100.00% World Wide
84129	Two Of Us	Beatles	Lennon/McCartney	84.167% Sony, 35.833 EMI	100.00% World Wide
133945	Two Wrongs	Wyclef	Jean/Duplessis	75.00%	75.00% World Wide
534958	U Already Know		112 Garrett/Edwards/Twelve/Ivers/Parker	50.00%	50.00% World Wide
506457	U Wanna Be Me	Nas	Jones / Thompson	20.00%	20.00% WW
319011	Underneath Your Clothes	Shakira	Mebarak/Mendez	7500.00%	75.00% World
593620	Unreachable	Ashley Simpson	Simpson, Mann, Fox, Nevil, Fraxler	20.00%	20.00% World Wide
	Up, Up And Away	5th Dimension	Webb	Sony/Lastrada 46.25%	46.25% World Wide
53827	Upside Down	X3	Edwards / Rodgers	50% Sony/ATV Songs LLC	50.00% Worldwide
593994	Valio la Pena	Marc Anthony	Estefano/Anthony	100.00%	100.00% World Wide
117146	Video	India Arie	Broady/Hargis/Sanders/Simpson	60.00%	60.00% World Wide
	Vindicated	Dashboard Confessional	Christopher Carraba	16.67%	16.67% World Wide
134126	Viviendo	Marc Anthony	Anthony/Osorio/Villamizar	16.00%	16.00% World Wide
593987	Volando Entre Tus Brazos	Marc Anthony	Estefano/Reyes	100.00%	100.00% World Wide
	Walk Away	Kelly Clarkson	Kreviazuk/Maida/Dioguardi/Clarkson	30.00%	30.00% World Wide
111068	Walk Like A Man	Tim McGraw	Douglas	100.00%	100.00% World wide
597019	Walk Tall	John Mellencamp	Mellencamp	100.00%	100.00% World wide
47424	Water Runs Dry	Boyz II Men	Edmonds	100.00%	100.00%
134138	Way Of Life	Lil Wayne	Qualtes/Williams/Fresh/Carter	12.50%	12.50% World Wide
53829	We Are Family	Sister Sledge	Rodgers/Edwards	50% Sony/ATV Songs LLC	50.00% World Wide
603437	We Are Nowhere And It's Now	Bright Eyes	Oberst	100.00%	100.00% World Wide
227734	We Be Clubbin'	Ice Cube	Cousin/Jackson	50%	50.00% World Wide
619755	We Belong Together	Mariah Carey	Scott / Johnson / Bristol / Edmonds / Carey / Dupri	13%	12.81% World Wide
84052	We Can Work It Out	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00% World Wide
545118	We Carry On	Tim McGraw	Douglas, Slater	50.00%	50.00% World Wide
93883	We Don't Talk Anymore	Cliff Richard	A. Tarney	100.00%	100.00% World Wide
117584	Weapon of Choice	Fatboy Slim	Slater / Cook / Collins	33.33%	33.33% Worldwide
8911	Welcome To My World	Jim Reaves; Eddy Arnold	Winkler/Hathcock	50.00%	50.00% World Wide
36328	We'll Burn That Bridge	Brooks & Dunn	Cook/Dunn	100.00%	100.00% World Wide
60589	We're Not Making Love No More	Dru Hill	Edmonds	87.50%	87.50% World Wide
298058	West End Girls	Pet Shop Boys	Tennant/Lowe	100.00%	100.00% World Wide
251170	What About Love?	Heart	Allen/Alton/Vallance	66.00%	66.00% World Wide
274085	What Do I Have To Do	Kylie Minogue	Stock/Aiken/Waterman	33.34%	33.34% World Wide
298083	What Have I Done To Deserve This	Pet Shop Boys	LOWE CHRISTOPHER SEAN, TENNANT NEIL FRANCIS, WILLIS ALTA SHERRAL	66.67%	66.67% World Wide
124716	What If	Babyface	Edmonds	100.00%	100.00% World Wide
127058	What If She's An Angel	Tommy Shane Steiner	Wayne B.	100.00%	100.00% Worldwide
507909	What Is Love	Vivian Green	Green/Osuntade/Sample/Robertson	33.33%	33.33% World Wide
599679	What Is It	EA Ski featuring Frontline	Shon Adams/Davood Asgari/Ameer Loggins/Mark Ogleton	75.00%	75.00% World wide
137755	What It Ain't	Josh Turner	Mersy/Criswell	100.00%	100.00% World Wide
583838	What I've Become	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100.00%	100.00% WW
131969	What The World Needs	Wynonna	James/Lamar	50.00%	50.00% World Wide
133936	What Was I Thinkin'	Dierks Bently	Bently/Beavers/Ruttan	100.00%	100.00% World Wide
525827	Whatever Happened To the Heros	Joss Stone	Billy Mann/ A. Moore/ Chris Rojas	35.00%	35.00% World Wide
449039	Wheel Of Fortune Theme	n/a	Griffin	100.00%	100.00% World Wide
517575	Wheels	Josh Gracin	Wilhelm/James	100.00%	100.00% World Wide
43743	When Can I See You Again	Babyface	Edmonds	100.00%	100.00% World Wide
543407	When I Think About Cheatin'	Gretchen Wilson	Wilson/McGhee/Rich	33.84%	33.84% World Wide
84058	When I'm 64	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
131816	When The Sun Goes Down	Kenny Chesney	James	100.00%	100.00% World Wide
111528	When You Say You Love Me	Josh Groban	Scofield/ Hammond	50.00%	50.00% World Wide
319375	Whenever, Wherever	Shakira	Mebarak/Mitchell/Estefan	75.00%	75.00% World Wide
	Where Is Your Heart	Kelly Clarkson	Kreviazuk/Clarkson/Dioguardi	50.00%	50.00% World Wide
108767	Where You Are	Jessica Simpson	Watters/Biancaniello/ Stamatopoulou/Lachey	90.00%	90.00% World wide
104689	While You Loved Me	Rascal Flatts	Kim Williams / Dale Dodson / Danny Wells	66.66%	66.66% Worldwide
25424	Whip Appeal	Babyface	Edmonds/Reid	83.14%	83.14% World Wide
524190	Whiskey Girl	Toby Keith	Emerick/Keith	50.00%	50.00% World Wide
117436	Whiskey Lullabye	Brad Paisley and friends	Anderson/Randall	50.00%	50.00% World Wide
46881	Whiskey Under The Bridge	Brooks & Dunn	Brooks/Dunn/Cook	100.00%	100.00% World Wide
549176	Who Knows	Avril Levigne	Kreviazuk/Levigne	50.00%	50.00% World Wide
517463	Why Can't I?	Liz Phair	Phair/Edwards/Spock/Christy	25.00%	25.00% World Wide
103063	Why Does It Always Rain On Me	Travis	F. Healy	100.00%	100.00% World Wide
84057	Why Don't We Do It In The Road	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
127600	Why Georgia	John Mayer	John Mayer	100.00%	100.00% World wide
537895	Why?	Ricky Fanto	Deutsch/Farte/Harris/Kats	35.00%	35.00% Worldwide
113576	Wild	Poe	Danielewski Annie	58.00%	100.00% World Wide
79560	Wink	Neal McCoy	Diolero / Shapiro	50.00%	50.00% WW
94364	Wired For Sound	Cliff Richard	Tarney/Robertson	50.00%	50.00% World Wide
	Writing to Reach You	travis	Healy	100.00%	100.00% World Wide
509389	Witch Doctor	Alvin & The Chipmunks		33.33%	33.33% US & Canada
84059	With A Little Help From My Friends	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
300604	With Me	Lonestar	James/Verges	50.00%	50.00% World Wide
518060	With You	Jessica Simpson	Mann/Marvel/Simpson	38.00%	38.00% World Wide
84782	Within You, Without You	Beatles	Harrison	100.00%	100.00% Worldwide
112996	Wonderwall	Oasis	Gallagher	100.00%	100.00% World Wide
552318	Won't Be Lonely Long	Leann Rimes	Peirce/Pinson	60.00%	60.00% World Wide

SCHEDULE A

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
84060	Word	Beatles	Lennon / Mccartney	66.67% Sony, 33.33% EMI	100.00% World Wide
526783	World on Fire	Sarah McLachlan	McLachlan/Marchland	25%	25.00% Worldwide
204743	Wrong Side Of Da Tracks	Artifacts	Anadon/Drown/Ray/Williams	50.00%	50.00% World Wide
447370	Xtacey Jones	Dru Hill	Quates/Pearson/Ruffin/Woodard/Weatherspoon	30.00%	30.00% World Wide
443068	XXL	Keith Anderson	DiPiero, Anderson	50.00%	50.00% World Wide
540198	Y Que Va A Ser De Mi	Victoria	Roberto Livi, Rudy Perez	50.00%	50.00% World Wide
507694	Y Todo Qeda en Nada	Ricky Martin	Estefano/Reyes	100.00%	100.00% Universe
271836	Y Yo Sigo Aqui	Paulina Rubio	Salgado	100.00%	100.00% World Wide
5997	YAKETY SAX (THE BENNY HILL SHOW)	BOOTS RANDOLPH	Randolph, Rich	100.00%	100% Worldwide excluding UK, Ireland, France, Germany, Australasia, Netherlands, Belgium, S. Africa, Brazil
84062	Yellow Submarine	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
84065	Yesterday	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
26742	You	Ten Sharp	Hermes, Niels/Groen, Tom	100.00%	100.00% World Wide
39837	You Ain't Seen Noghin' Yet	BTO	Randy Bachman	100.00%	100.00% World Wide
136124	You Are Everything	Dru Hill	Cousin/Andrews	50.00%	50.00% World Wide
447766	You Can't Get What You Want	Joe Jackson	Joe Jackson	100.00%	100.00% World Wide
138355	You Can't Take The Honky Tonk Out Of The Girl	Brooks & Dunn	Diplero/Allmand	50.00%	50.00% World Wide
450406	You Got It	Roy Orbison	Petty/Lynn/Orbison	25.00%	25.00% World Wide
168450	You Gots to Chill	EPMD	Sermon Erick S; Smith Parrish Joseff; Troutman Roger	31.25%	31.25% World Wide
329474	You Know That I Love You	Donnell Jones	Hawkins/Smith/Absolem	33.34%	33.34% World Wide
84130	You Never Give Me Your Money	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00% World Wide
220699	You Really Got Me	The Kinks	Ray Davies	100.00%	100.00% US, Canada, & Mexico
99866	You Sang To Me	Marc Anthony	Cory Rooney, Marc Anthony	100.00%	100% Worldwide
507306	You Thought Wrong	Kelly Clarkson	Clarkson/Edmonds/Mason/Thomas/Tamyra	20.00%	20% World Wide
157143	You Used To Love Me	Faith Evans	Combs/Evans/Thompson	40.00%	40% Worldwide
195195	You Won't Ever Be Lonely	Andy Griggs	Griggs, Jones	50.00%	50% Worldwide
127803	Your Body Is A Wonderland	John Mayer	Mayer	100.00%	100% World wide
450541	Your Cheatin Heart	Hank Williams	Hank Williams	100.00%	100.00% World Wide
84069	Your Mother Should Know	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
546033	Your Pops Don't Like Me	Nick Cannon	Troutman, Smith, Simon, Jackson, Cannon, Barrett, Telusma, Battiste, Campbell, Hutchinson	48.12%	48.12% World Wide

EXHIBIT CO 0525

Document Category

Licenses

Song Code(s):

US Song Code(s)

Song Title(s): N/A

Composer(s): N/A

License Type (circle one): Mech., Synch, Print, Dual Disc - Other: RINGTONE

Recording Artist: N/A

Product Title: N/A

Licensee: REDACTED

Product Number: N/A

Description: Blanket Ringtone License Agreement w/ Schedule A

January 18, 2006 Agreement

BLANKET RINGTONE LICENSE AGREEMENT

This ringtone license agreement (the "Agreement") is made and entered into as of January 18, 2006 (the "Effective Date"), by and between SONY/ATV MUSIC PUBLISHING LLC, a Delaware limited liability company, 550 Madison Avenue, New York, New York 10022 (hereinafter "Publisher" or "Sony"), on the one hand, and REDACTED (hereinafter, "Company"), on the other.

WHEREAS, Publisher owns, controls and/or administers the rights in and to certain Compositions (as defined below) (the "Sony Catalog"); and

WHEREAS, Company desires to select certain Compositions from the Sony Catalog and incorporate them into Ringtones (as defined below), and Publisher desires to grant Company a license to so use the Compositions, subject to the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

1. GRANT OF RIGHTS/RESTRICTIONS/PROCEDURES

(a) Publisher hereby grants to Company a non-exclusive right and license throughout the Territory to do the following with respect to the Compositions in the Sony Catalog: (i) to adapt and record, at Company's sole expense, up to forty-five (45) seconds of each Composition in the Sony Catalog and to create one (1) or more Ringtones embodying each such Composition, and to authorize Approved Sublicensees to do the same; provided, however, that no such adaptation shall change the basic melody or fundamental character of any such Composition; (ii) to Sell and otherwise distribute Ringtones solely as permitted hereunder, and to authorize Approved Sublicensees to do the same; (iii) to copy, reproduce, store and transmit Ringtones solely to the extent necessary to exploit the Ringtones as specifically set forth herein, and to authorize Approved Sublicensees to do the same; (iv) to synchronize the Compositions in timed relation with still, animated, or moving visual images; (v) to grant a perpetual license to each End User who lawfully receives Ringtones from a Service to use and exploit such Ringtones as permitted by the terms and conditions under which an End User is permitted to use the Ringtones concerned, and to authorize Approved Sublicensees to do the same; and (vi) to use the titles of the Compositions embodied in Ringtones and the names of the writer(s)/composer(s) of such Compositions solely as factual identifiers when making Ringtones available to End Users on a Service, and to authorize Approved Sublicensees to do the same.

(b) Notwithstanding anything to the contrary set forth herein, the rights granted hereunder do not include the right to use the music or the lyrics of any Composition in connection with any advertisement or commercial or in any printed form. In addition, neither the music nor the lyrics of the Compositions shall be used or positioned in a manner that could be construed as an endorsement of, advertising or promotion for any product or service, including, without limitation, any product or service of Company, any or any Approved Sublicensee, without Publisher's prior written consent.

(c) All rights not specifically granted herein are reserved by Publisher. For the avoidance of doubt, the rights granted hereunder do not include the right to publicly perform Ringtones by any means or for any purpose, including, without limitation, preview or demonstration purposes. Company is solely responsible for, and shall pay all costs associated

with, obtaining such performing rights licenses directly from the applicable performing rights society, including, without limitation, ASCAP, BMI, SESAC or any other applicable third party.

(d) Attached hereto as Exhibit A is a list of Compositions from the Sony Catalog that Company desires to use in Ringtones as of the Effective Date. If at any time during the Term Company wishes to amend Schedule A to include additional Compositions, Company shall provide Publisher with written notice of its desire to amend Schedule A and include the titles of the additional Compositions. Company shall not use any such Compositions until Company receives written notice from Publisher confirming that such additional Compositions may be used and setting forth the relative ownership and/or income interests of the copyright proprietors of each Composition concerned. All requests by Company to amend Schedule A shall be sent in writing to Todd Ellis, Licensing Manager, Sony/ATV Music Publishing LLC, 8 Music Square West, Nashville, TN 37203. todd_ellis@sonymusic.com.

2. COMPANY OBLIGATIONS

(a) Company agrees to comply with any and all restrictions communicated to Company by Publisher relating to a specific Composition relative to Territory, name and likeness, use restrictions and any other restrictions to which Publisher may be subject.

(b) Publisher may request in writing that Company and each Approved Sublicensee cease exploiting any Composition hereunder, for any reason or no reason at all. For the avoidance of doubt, it is understood that all third party licensees shall be treated equally with respect to the foregoing provision. Company shall terminate its use and exploitation of the specified Compositions within ten (10) days after receiving notice of such request from Publisher.

(c) At all times during the Term, the Ringtones shall be stored, hosted, secured, served and delivered in accordance with Company's security practices, which shall at a minimum provide a reasonable level of security for all Ringtones hereunder. If during the Term more advanced security technology becomes readily available in the marketplace and is generally adopted as an acceptable standard, Company shall store, host, secure, serve and deliver the Ringtones pursuant to such more advanced technology. If a breach of security occurs, or if Publisher reasonably believes that a breach in security will occur in connection with the servers or network components used for the Ringtones, such that unauthorized access to the Ringtones is or may become available, then Company will immediately, but in no event later than within twenty-four (24) hours after notice from Publisher, prevent access to the Ringtones, and Company's license rights hereunder will be suspended until such time as the security breach is cured to Publisher's satisfaction. Company shall immediately report to and notify Sony in writing of all server breaches and all forms of "hacking" that expose the Ringtones to unauthorized access.

(d) Company shall, at Publisher's request, enable five (5) designees of Publisher to freely and without charge or expense to Publisher receive Ringtones as an End User of the Service for the purpose of evaluating the quality of the Ringtones concerned and ensuring Company's adherence to the terms and conditions of this Agreement. Publisher shall provide the names of its designee(s) to Company in writing promptly after Publisher makes such request.

3. TERM

The Term of this Agreement shall commence on the Effective Date and end on the date that is twelve (12) months thereafter, unless earlier terminated by either party hereto as hereinafter set forth.

4. ADVANCE

Omitted Without Implication.

5. RINGTONE LICENSE FEES

As full and sufficient consideration of the rights granted herein, Company shall pay Publisher the following:

(a) Ringtone License Fees.

(i) For each Sale of a Ringtone embodying a Composition hereunder, a license fee equal to the greater of: (i) of Company Revenue from such Sale; or (ii) REDACTED REDACTED (the "Standard License Fee"), provided that with respect to any Ringtone containing any Composition that is not wholly owned and/or controlled by Publisher in and throughout the Territory, the payment specified in this section 5(a)(i) shall be pro-rated in proportion to Publisher's ownership or administrative share of such musical composition as set forth on Schedule A attached hereto. For the avoidance of doubt, if more than one Ringtone is created using the same Composition, Company shall pay a Standard License Fee in respect of each such Ringtone; and

(ii) For each Sale of an Animated Ringtone embodying a Composition hereunder, a license fee equal to the greater of: (i) of Company Revenue from such Sale; or (ii) REDACTED REDACTED (the "Standard Animated License Fee"), provided that with respect to any Animated Ringtone containing any Composition that is not wholly owned and/or controlled by Publishing in and throughout the Territory, the payment specified in this section 5(a)(ii) shall be pro-rated in proportion to Publisher's ownership or administrative share of such musical Composition as set forth on Schedule A attached hereto. For the avoidance of doubt, if more than one Animated Ringtone is created using the same Composition, Company shall pay a Standard Animated License Fee in respect of each such Animated Ringtone.

(iii) Notwithstanding anything to the contrary in section 5(a)(i) above, for each Sale of a Ringtone delivered within the country of Brazil, Company shall pay Publisher the greater of: (i) the applicable Ringtone License Fee set forth in section 5(a)(i) above; or (ii) the equivalent in U.S. currency (at the then current rate of exchange) of REDACTED (the "Brazil License Fee"; together with the Standard License Fee, the "Ringtone License Fee"). For the avoidance

of doubt, if more than one Ringtone is created using the same Composition, Company shall pay a Brazil License Fee in respect of each such Ringtone.

(b) Fixation Fees.

(i) In respect of each Composition set forth on Schedule A attached hereto, a non-refundable, non-recoupable fixation and administration fee in the amount of REDACTED (the "ex-Brazil Fixation Fee") in respect of the initial fixation of each such Composition, payable promptly after Company's execution hereof. In the event Schedule A is amended to include additional Compositions, the ex-Brazil Fixation Fee in respect of each such additional Composition shall be payable in connection with the accounting statement rendered to Publisher pursuant to paragraph 6 hereof immediately following the addition of the Compositions concerned. For the avoidance of doubt, if more than one Ringtone is created using the same Composition, Company shall pay an ex-Brazil Fixation Fee in respect of each such Ringtone.

(ii) In respect of each Composition set forth on Schedule A attached hereto, a non-refundable, non-recoupable fixation and administration fee equal to the equivalent in U.S. currency (at the then current rate of exchange) of REDACTED (the "Brazil Fixation Fee"; together with the Brazil Fixation Fee, the "Fixation Fee") in respect of the initial fixation of each such Composition, payable promptly after Company's execution hereof. In the event Schedule A is amended to include additional Compositions, the Brazil Fixation Fee in respect of each such additional Composition shall be payable in connection with the accounting statement rendered to Publisher pursuant to paragraph 6 hereof immediately following the addition of the Compositions concerned. For the avoidance of doubt, if more than one Ringtone is created using the same Composition, Company shall pay a Brazil Fixation Fee in respect of each such Ringtone.

(c) If at any time during the Term hereof Company pays any license fee, royalty, advance, and/or other monies, or offers any other financial terms or economic benefits (collectively, the "Remuneration"), for the same or equivalent rights as granted herein to any other publisher, administrator, licensor or owner of musical compositions, or to any agent of the same (including any music industry rights society) that is greater or more beneficial than the terms set forth herein, such more favorable Remuneration shall automatically be included herein and Company shall pay and/or provide such more favorable Remuneration to Publisher retroactively to the date on which such more favorable Remuneration is granted to such other publisher, administrator or owner.

6. PAYMENTS AND ACCOUNTINGS

(a) Company shall compute and pay an amount equal to the applicable Ringtone License Fees, Fixation Fees and any other payments accrued hereunder no less than forty-five (45) days after the end of each calendar quarter of the Term, in respect of each such calendar

quarterly period. In connection with each calendar quarterly accounting period, Company shall also send an accounting statement (the "Ringtone License and Fixation Fee Report") covering the calculation and determination of the Ringtone License Fees and the Fixation Fees, including the following: (i) the title of the Composition embodied in each Ringtone Sold or otherwise distributed; (ii) the writer(s)/composer(s) of the Composition concerned; (iii) the number of Sales, transmissions, downloads, streams, performances or other deliveries of each Composition concerned made by Company and each Approved Sublicensee; (iv) the retail price charged by Company and each Approved Sublicensee in connection with the Ringtone concerned; (v) the Net Monetary Revenue received by Company each Approved Sublicensee in connection with the Ringtone concerned; (vi) the period during which the Sale, transmission, download, stream, performance or other delivery of the Ringtone concerned occurred; (vii) the Ringtone License Fee and the Fixation Fee payable in respect of each Composition; (viii) all other information reasonably necessary to support all calculations of the amounts paid and which may be due; and (ix) the amount of all such fees and payments which are due for the quarterly period concerned. The information set forth in the preceding sentence shall be separately reflected for Company and each Approved Sublicensee for each region of the Territory.

(b) All payments to Publisher shall be computed in the relevant local currency and remitted in United States dollars. Each conversion from another currency for the purpose of computing such payments shall be calculated at the rate of exchange, as published by *The Wall Street Journal*, for major territory currencies, in effect on the date the statement concerned is rendered.

(c) Company shall pay interest at the rate of one percent (1.0%) per month, or the maximum rate permitted by law, whichever is less, from the date past due, on any Ringtone License Fees or Fixation Fees not paid within forty-five (45) days following the quarterly accounting period as provided herein, without prejudice to any other rights Sony may have in connection with such delinquency.

(d) Company shall maintain accurate and complete records and accounting books with regard to the licensing and exploitation of the Compositions embodied in the Ringtones, including, without limitation, all information needed to compute and verify the amounts payable to Publisher hereunder. During the Term, but not later than the date that is five (5) years following the termination or expiration of the Term, upon reasonable advance written notice, and at Sony's sole cost and expense (subject to the last sentence of this subparagraph 6(e)), Publisher will have the right to examine, or appoint a third party auditor to examine, those books and records at any time during Company's normal business hours at the place where such books and records are normally maintained; provided, however, that Sony shall be permitted to make such examination only one (1) time during any five (5) year period in connection with a particular Ringtone License Fee Report or Fixation Fee Report, as the case may be. Company will reasonably cooperate with Publisher's representatives to insure compliance with the foregoing. In the event an examination of Company's books and records reveals a deficiency in payments paid to Publisher of five percent (5%) or more of the total amount accounted to Publisher during the period of the audit, Company shall pay all reasonable out-of-pocket expenses related to the performance of such examination, including, without limitation, travel expenses, hotel expenses and per diems, together with the underpayment and interest as provided herein.

(e) For a period of five (5) years following the last day of the Term, Company shall retain all transaction data reasonably necessary for Publisher and Company to determine and verify all amounts due or payable hereunder and for accounting purposes.

6A. TAXES

Company and each Approved Sublicensee shall have the sole responsibility for collection and remittance to the appropriate taxing authorities taxes that may be imposed on sales of Ringtones by Company and each Approved Sublicensee to End Users. Taxes include sales, use, excise, gross receipts or other similar taxes. Each party hereto shall be responsible for taxes based on its own net income.

7. EXPERIMENTAL AGREEMENT

This Agreement is being entered into on an experimental and non-prejudicial basis, shall apply for the Term hereof only, and shall not be binding upon or prejudicial to any position taken by Publisher or Company for any period subsequent to the Term of this Agreement, including but not limited to the negotiation of the renewal or extension of this Agreement.

8. OWNERSHIP AND ARRANGEMENT OF COPIES

(a) Any arrangement(s) or adaptations of a Composition which Company shall cause to be made in the creation of a Ringtone shall be made at Company's sole expense and shall be created only as the result of employment-for-hire, and such arrangement or adaptation shall be a "Work Made For Hire" for Company as such term is used in the United States copyright law. Promptly after the rights granted to Company hereunder expire or terminate, Company shall be deemed to have assigned to Publisher the copyright throughout the universe to each arrangement or adaptation of such Ringtones and all renewals and extensions of copyright therein, and Company shall execute all documents reasonably necessary to evidence the assignment thereof. The arranger shall not be entitled to authorship credit or status as a collaborator or any remuneration by way of royalty or otherwise from the authors of such Composition or from Publisher or from any agent of Publisher.

(b) Notwithstanding the foregoing, Publisher hereby agrees never to use itself or license the use of the arrangements acquired pursuant to subparagraph 8(a) above to any third party, whether inside or outside the Territory or during or after the Term.

9. WARRANTIES, REPRESENTATIONS AND INDEMNITIES

(a) Publisher represents, warrants and agrees (solely with respect to its respective fractional interest in the Compositions as set forth on Schedule A attached hereto) that (i) it has the full right, power and authority to enter into this Agreement and to grant to Company all the rights hereunder on the terms and conditions set forth herein and it will not take any action which conflicts or is inconsistent with such ability, right and authority; and (ii) the use of the Compositions as contemplated hereunder shall not violate any intellectual property right of any third party and there are no actions, suits, proceedings, agreements or other impediments, actual or threatened, which would prevent or impair Publisher from performing its duties and obligations hereunder.

(b) Company warrants, represents and agrees that (i) Company has the right and power to enter into and fully perform this Agreement and Company and each Approved Sublicensee is and shall continuously be a corporation in good standing in the jurisdiction of its incorporation; (ii) Company's and each Approved Sublicensee's principal place of business is

located within the United States of America shall track and maintain records of the countries in which each Ringtone is downloaded, transmitted, delivered or otherwise distributed; (iv) upon written instruction from Publisher, Company and Approved Sublicensee shall not license or distribute any Ringtone or Composition to any third party that is engaged in piracy, illegal activities or other unauthorized uses of the Composition, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor; (v) Company and each Approved Sublicensee has or will promptly obtain from the applicable public performance licensing society or organization a license to publicly perform the Ringtones throughout the Territory; (vi) Company and each Approved Sublicensee will not, and shall not authorize any person or entity to change the basic melody or fundamental character of any Composition; (vii) Company and each Approved Sublicensee will not cause, through its actions and/or omissions, any and all so-called "viruses," "worms" and/or "destructive codes" (as those terms are commonly understood in the United States computer industry) to be embodied in any Ringtones; (viii) Ringtones shall be made available by Company and Approved Sublicensees exclusively to authorized End Users; (ix) Ringtones will not be offered in a manner that could be construed by a reasonable person as an endorsement or sponsorship of any product, service, person or entity, as a so-called "commercial tie-up" or "commercial tie-in" or any similar use, directly or indirectly, in whole or in part; and (x) Company and each Approved Sublicensee will not synchronize any Ringtone hereunder with any visual image which contains material that Sony deems patently offensive or which, in the reasonable judgment of its attorneys, might subject Sony to unfavorable regulatory action, violate any law, infringe the rights of any person or entity, or subject Sony to liability for any reason.

You warrant and represent that you shall cause all Approved Sublicensees and other persons or entities providing services in connection with the Ringtones embodying Compositions hereunder to abide by the terms and conditions of this Agreement, and any breaches by such persons or entities shall be deemed breaches by Company, including, without limitation, for purposes of indemnification under section 10(d)(1).

(c) (1) Publisher shall indemnify and hold harmless Company from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorney's fees and costs) arising out of or incurred as a direct result of any breach by Publisher of any warranty, representation, agreement or undertaking made by Publisher in this Agreement (individually and collectively, "Publisher Claims");

(2) In the event of any Publisher Claim: (i) Company shall notify Publisher of the Publisher Claim concerned promptly following the date that Company becomes aware of it; (ii) Publisher shall defend against the Publisher Claim concerned (at Publisher's own expense) through legal counsel selected by Publisher; and (iii) each party shall reasonably cooperate with the other in the defense of the Publisher Claim concerned. Publisher may not settle a Publisher Claim without Company's prior written consent, which consent shall not be unreasonably withheld or delayed. Publisher shall be solely responsible for the amount of any settlement or judgment for such Publisher Claim and all legal expenses and counsel fees incurred by Publisher in connection therewith. Company shall have the right at all times to actively participate in the defense of any Publisher Claim and to employ legal counsel selected by Company at Company's own expense, it being understood that Publisher shall have the right at all times, in Publisher's sole discretion, to maintain control of the conduct of the defense.

(d) (1) Company shall indemnify and hold harmless Publisher and Publisher's affiliates from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorney's fees and costs) arising out of or incurred as a direct result of

(i) any breach by Company of any warranty, representation, agreement or understanding made by Company in this Agreement; and (ii) any claims that result from any use of the Compositions by Company that are not expressly authorized by this Agreement; (individually and collectively, "Company Claims").

(2) In the event of any Company Claim: (i) Publisher shall notify Company of the Company Claim concerned promptly following the date that Publisher becomes aware of it; (ii) Company shall defend against the Company Claim concerned (at Company's own expense) through legal counsel selected by Company; and (iii) each party shall reasonably cooperate with the other in the defense of the Company Claim concerned. Company may not settle a Company Claim without Publisher's prior written consent, which consent shall not be unreasonably withheld or delayed. Company shall be solely responsible for the amount of any settlement or judgment for such Company Claim and all legal expenses and counsel fees incurred by Company in connection therewith. Publisher shall have the right at all times to actively participate in the defense of any Company Claim and to employ legal counsel selected by Publisher at Publisher's own expense, it being understood that Company shall have the right at all times, in Company's sole discretion, to maintain control of the conduct of the defense.

10. TERMINATION

(a) If either party hereto fails to comply with any of the material terms or conditions of this Agreement (the "Defaulting Party"), the other party hereto (the "Non-Defaulting Party") may (without prejudice to any other rights the Non-Defaulting Party may have) terminate this Agreement by giving the Defaulting Party thirty (30) days' prior written notice to cure its breach or default. If the Defaulting Party does not cure its breach or default within such thirty (30) day period, the Non-Defaulting Party may forthwith terminate this Agreement upon written notice to the Defaulting Party. Any notice of termination shall be effective as of the date of such notice, but in no event sooner than three (3) business days after the Defaulting Party's receipt of such notice. Notwithstanding anything to the contrary, this Agreement will terminate automatically, without notice (if permitted under applicable law), if any of the following occurs:

(i) Company is dissolved or its assets are liquidated, or if Company becomes insolvent; or

(ii) A bankruptcy proceeding for a reorganization or for other relief from the claims of creditors, or any similar proceeding takes place with respect to Company or its assets.

(iii) Company ceases doing business in the ordinary course and/or there is a substantial diminution in the ability of Company to effectively carry on its business in general or any aspect thereof or the business of a Service in particular.

(iv) Company breaches any of Company's material representations, warranties, covenants or obligations hereunder, or Company fails to fulfill its material obligations hereunder; provided, however, that such breach is not cured within twenty (20) days from Company's receipt of Sony's notice of such breach.

(v) Company fails to timely make payments required hereunder or render any information or documents required to be furnished or otherwise

made available to Publisher as and when required hereunder; provided, however, that with respect to any such breach Company shall have a period of five (5) days from its receipt of Publisher's notice of such breach in which to cure said breach.

(vi) Company uses a Composition in a Ringtone without first notifying Publisher in writing of the title of the Composition concerned and receiving approval for the use of such Compositions from Publisher.

(vii) Company licenses the rights hereunder to a third party that is not an Approved Sublicensee as set forth herein.

(b) The expiration or termination of this Agreement shall not relieve either party hereto of responsibility for obligations incurred prior to termination.

(c) Upon the expiration or termination of this Agreement, all rights of Company, and Approved Sublicensees in and to the Compositions shall terminate except as otherwise provided herein, Company shall remove, return or destroy all Ringtones embodying the Compositions hereunder, and Company shall pay all monies then due or to become due to Sony pursuant to paragraph 5 hereof.

(d) Anything to the contrary herein notwithstanding, the rights of End Users in respect of Ringtones lawfully obtained under section 1(a)(v) hereof shall survive any expiration or termination of this Agreement.

(e) The terms, provisions, representations, and warranties contained in this Agreement which are intended to survive the expiration or termination of this Agreement will so survive and continue in full force and effect until they are satisfied in full or by their nature expire.

11. DEFINITIONS

(a) Intentionally Omitted Without Implication.

(b) "Approved Sublicensee(s)" shall mean those entities approved by Publisher as set forth on Schedule B attached hereto. Additional third parties may be added to Schedule B, subject to Sony's prior written approval. If no Schedule B is attached hereto, Company shall be deemed to have no Approved Sublicensees and Company shall have no right to grant the rights granted herein to any third party. For the avoidance of doubt, Approved Sublicensees shall not have the right to license the rights granted to them by you hereunder.

(c) "Compositions" means those musical works, solely to the extent that they are owned and/or controlled by Publisher in and throughout the Territory, which Publisher has approved for use by Company in the creation of Ringtone(s) as set forth on Schedule A, attached to and made a part hereof, as such Schedule A may be amended in writing from time to time as hereinafter provided.

(d) "End User" means any person within the Territory who receives a Ringtone or to whom a Ringtone is distributed and/or transmitted for the purpose of being written or otherwise stored in the memory of such End User's selected Wireless Device.

(e) "Company Revenue" means (a) the Net Monetary Revenue received by, or due and owing to, Company and each Approved Sublicensee from the Sale by Company and each Approved Sublicensee, as applicable, of a Ringtone via a Service, calculated by using the Sale price of the Ringtone concerned charged by Company and each Approved Sublicensee, as applicable, to an End User; and (b) the reasonable value of goods, services or credits received by Company and each Approved Sublicensee from any source in lieu of cash payments for the exploitation of Ringtones licensed hereunder. For the avoidance of doubt, if Company sublicenses any Ringtone to an Approved Sublicensee, it is the Sale price of the Ringtone to the End User charged by the Approved Sublicensee concerned, and not any lesser sublicensing fee paid by the Approved Sublicensee to Company, that shall be used as a basis to determine Company Revenue. "Net Monetary Revenue" means gross revenue, excluding value added, use, sales or other similar taxes to be collected for payment to the applicable taxing authority(ies), but excluding, for the avoidance of doubt, rebates, in connection with such Sale.

(f) "Ringtone" means an audible electronic code, whether or not such code embodies a sound recording, embodying a performance of a pre-determined synthesized melodic fragment of a Composition, whether monophonic, polyphonic, midi, WAV, SMAF, AMR, MP3 or other formats created for the purpose of causing a Wireless Device to play such fragment for use as an identifier or as an element of an identifier of an activity on such Wireless Device, such as the receipt of an incoming signal.

(i) "Animated Ringtone" shall mean a Ringtone that is synchronized in timed relation with an animated, still or moving visual image.

(ii) "Master Ringtone" shall mean a Ringtone consisting of a compressed audio file of an excerpt of a master recording of a Composition.

(iii) "Monophonic Ringtone" shall mean a Ringtone in the MIDI format consisting of a single melodic voice.

(iv) "Polyphonic Ringtone" shall mean a Ringtone in the MIDI format consisting of multiple melodic voices.

(g) "Sale", "Sell" or "Sold" means any action whereby an End User in the Territory obtains from Company or an Approved Sublicensee a complete or useable copy of a Ringtone that is capable of being written or otherwise stored in the memory of a Wireless Device. For the avoidance of doubt, a Sale shall include any action described in the preceding sentence which occurs during a promotion, contest, give-away or any other distribution of a Ringtone for no consideration or consideration other than the then-current full retail price. For the avoidance of doubt, Ringtones shall not be installed on or delivered to Wireless Devices prior to the purchase of such Wireless Devices by End Users (i.e., they shall not be embedded into Wireless Devices prior to the purchase of such Wireless Devices by End Users).

(h) "Service" means the provision of a Ringtone via a range of service channels, including, but not limited to, the Internet, cable, satellite, web, wireless application protocol (a/k/a WAP), wireless local area network (a/k/a WLAN), Bluetooth technology (infrared or other similar radio wave technology), wired connection from a local computer, short or smart messaging service (a/k/a SMS), subsequent corresponding technologies or any other form of distribution or transmission of Ringtones.

(i) "Term" means the period specified in Article 3 herein.

(j) "Territory" means Latin America excluding Argentina and Uruguay (i.e. Belieze, Bolivia, Brazil, Chile, Colombia, Costa Rica, Ecuador, El Salvador, Guatemala, Honduras, Mexico, Nicaragua, Panama, Paraguay, Peru, and Venezuela), and the United States of America.

(k) "Wireless Device" shall mean an electronic device typically designed to be used for, among other purposes, mobile voice and/or data communications, and includes, without limitation, wireless communication terminals, handsets, mobile phones, pagers, personal digital assistants and accessories which are capable of receiving a Ringtone.

12. ASSIGNMENT

Publisher may assign its rights under this Agreement in whole or in part to any subsidiary, affiliated or controlling corporation or company, to any Person owning or acquiring a substantial portion of the stock or assets of Publisher, or to any partnership or other venture in which Publisher participates, and such rights may be similarly assigned by any assignee. No such assignment shall relieve Publisher of any of Publisher's obligations hereunder. Company may assign its rights hereunder to any affiliate or any other person in connection with the sale or transfer of substantially all of its assets, provided, however, that Company shall not assign this agreement to a competitor of Publisher or to an entity engaged in the business of manufacturing, distributing and/or selling (i) blank or digital recording media for the purpose of facilitating the resale thereof, or (ii) products designed to circumvent copy protection mechanisms.

13. FORCE MAJEURE

If because of: an act of God; inevitable accident; fire; lockout, strike or other labor dispute; riot or civil commotion; act of public enemy; enactment, rule, order or act of any government or governmental instrumentality (whether federal, state, local or foreign); failure of technical facilities; failure or delay of transportation facilities; any or other cause of a similar or different nature not reasonably within Sony's or Company's control (a "Force Majeure Event"); Sony or Company, as the case may be, is materially hampered in the performance of its obligations hereunder, then, without limiting either party's rights, Sony or Company, as the case may be, shall have the option by giving a notice ("Suspension Notice") to the other party hereto suspending the Term for the duration of any such contingency solely in the region of the Territory affected by such Force Majeure Event. In the event the Force Majeure Event exceeds thirty (30) days, this Agreement may be terminated by written notice from either party hereto.

14. NOTICES

Except as specifically provided herein, all notices under this Agreement shall be in writing and shall be given by courier or other personal delivery or by registered or certified mail at the appropriate address below or at a substitute address designated by notice by the party concerned.

TO COMPANY: The address shown above.

TO PUBLISHER: 550 Madison Avenue
New York, New York 10022-3211
Attention: Senior Vice President, Business Affairs and Administration

and

Sony Corporation of America
Law Department
550 Madison Avenue
New York, New York 10022-3211
Attention: Senior Vice President and General Counsel

Notices shall be deemed given when mailed or, if personally delivered, when so delivered, except that a notice of change of address shall be effective only from the date of its receipt.

15. LIMITATION OF LIABILITY

EXCEPT FOR CLAIMS UNDER ARTICLE 9 ABOVE, NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR FOR INTERRUPTED COMMUNICATIONS, LOST DATA, LOST PROFITS, LOST REVENUE OR LOST OPPORTUNITIES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF THAT PARTY HAS BEEN ADVISED OF (OR KNOWS OR SHOULD KNOW OF) THE POSSIBILITY OF SUCH DAMAGES.

16. MISCELLANEOUS

(a) This agreement contains the entire understanding of the parties relating to its subject matter. No change of this agreement will be binding upon either party unless it is made by an instrument signed by Company and by an officer of Publisher. A waiver by either party of any provision of this agreement in any instance shall not be deemed to waive it for the future. All remedies, rights, undertakings, obligations and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy right, undertaking, obligation or agreement of either party.

(b) No designation, approval, or consent provided for in this Agreement will be deemed given unless set forth in writing and signed by an authorized officer or representative of the party concerned.

(c) If any part of this Agreement, or the application thereof to any party, shall be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect the remainder of this Agreement, which shall continue in full force and effect, or the application of this Agreement to the remaining parties hereto.

(d) This agreement has been entered into in the State of New York, and the validity, interpretation and legal effect of this agreement 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), only, will have jurisdiction of any controversies regarding this agreement; any action or other proceeding which involves such a controversy will be brought in those courts, in New York County, and not elsewhere.

(e) The relationship of the parties is that of independent contractors and nothing in this Agreement shall render either party an agent of the other.

(f) The headings, subheadings, and other captions in this Agreement are for convenience and reference only and will not be used in interpreting, construing, or enforcing any of the terms of this Agreement. Each party acknowledges that it has had the opportunity to review this Agreement with legal counsel of its choice, and there will be no presumption that ambiguities will be construed or interpreted against the drafter, and no presumptions made or inferences drawn because of the inclusion of a term not contained in a prior draft or the deletion of a term contained in a prior draft. The words "hereof," "herein," "hereunder" and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement.

(g) This Agreement will not become effective until executed and delivered by Publisher and Company.

SONY/ATV MUSIC PUBLISHING LLC

By: _____

Name: Jonas Karl

Title: _____

Date: 3/31/06

REDACTED

SCHEDULE A

Song No.	Title	Artist	Composer	Use % Collection	Use % Territory
1755	20 Years, 1? Days	Lyle	Jennings, Sigler, Curry	50.00%	50.00% World Wide
1789	50/50	Lemar	Hermansen, T.E./Miller, M./Obika, Lemar/Rustan, H./Mikkel SE	12.50%	12.50% World Wide
127608	83	John Mayer	Mayer	100%	100.00% World Wide
112898	911	Wyclef Feat. Mary J Blige	Jean; DuPlessis; Brown; Cadet	47.50%	47.50% World Wide
68509	(I've Had) The Time Of My Life	Officer & A Gentleman	J. DeNicola,D. Markowitz, F. Previte	12.50%	12.50% World Wide
58927	(Lying Here With) Linda On My Mind	Conway Twitty	Twitty	100.00%	100.00% World Wide
	1 In The Morning	LL Cool J	James Smith, Blackman	100.00%	100.00% World Wide
599373	1000 Good Intentions	Rise Against	Pincipe/McIrath/Barnes/Wieklinski	75.00%	75.00% World Wide
70051	4,3,2,1	LL Cool J	Smith/Redmon/Sermon/ Method Man/Cannibus	15.00%	15.00% World Wide
39005	50,000 Names	George Jones	O'Hara	100.00%	100.00% Worldwide
127338	8 Days of Christmas	Destiny's Child	Knowles / McCalla	50%	50.00% Worldwide
110756	8PM	AIB	Tannenberger/Ferrerons/Posadas/Riviera	50.00%	31.25% World Wide
83909	A Day In The Life	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00% World Wide
38092	A Little Respect	Erasure	Bell/Clarke	100.00%	100.00% World Wide
118200	A Love Before Time (Crouching Tiger Hidden Dragon Theme)	Theme	Calandrelli / Dun	100.00%	100.00% Worldwide
137936	A Moment Like This	Kelly Clarkson	Ried/Elofsson	50.00%	50.00% World Wide
130202	A New Day Has Come	Celine Dion	Moccio/Nova	50.00%	40.00% World Wide
337255	A Real Fine Place to Start	Sara Evans	Ducas/Foster	50.00%	50.00% World
501010	Absolutely Fabulous	Pet Shop Boys	Tennant/Lowe	100.00%	100.00% World Wide
83910	Across The Universe	Beatles	Lennon/McCartney	66.67%Sony, 33.33% EMI	100.00% World Wide
67641	Adia	Sarah McLachlan	McLachlin/P. Marchand	50.00%	50.00% World Excluding Canada
315510	Aerials	System of a Down	Malakian, Tankian, Odadjuan, Dolmayan	100.00%	100.00% World Wide
523508	Aero Dynamic	Kraftwerk	Schmitt/Huetter/Hilpert	100.00%	100.00% Worldwide
293946	After You've Gone	One True Voice	Stock/Waterman	50.00%	50.00% World Ex. Eire, UK
449448	Agnus Dei	Michael W. Smith	Smith	100.00%	100.00% World Wide
593985	Ahora Quien	Marc Anthony	Estefano/Reyes	100.00%	100.00% Worldwide
35360	Ain't Goin' Down Til The Sun Comes Up	Garth Brooks	Williams/Brooks/Blazy	33.34%	33.34% World Wide
130269	Ain't h Funny	Jennifer Lopez	Rooney / Lopez	100.00%	100.00% Worldwide
64545	Ain't No Fun (If The Homies Can't Have None)	Snoop Dogg	Young/Broadus/Nathan/Kurupt/Warren	50.00%	50.00% World Wide
104958	Ain't No Future In Yo Frontin'	MC Breed	Troutman/Clinton/	31.25%	31.25% Worldwide
397582	Ain't Nothin Wrong	Houston	Edmonds/Dixon/Thomas/Dawkins/Mason Jr	17.50%	17.50% World Wide
84438	Air	Ben Folds Five	Ben Folds, Darren Jessee, Robert Sledge	100.00%	100% World Wide
548027	Algo Tienes	Paulina Rubio	Chris Rodriguez, Manny Benito	50.00%	50% World Wide
596105	Alive	Kenny Wayne Shepherd	Frederiksen/Shepherd	100.00%	100% World Wide
547537	All Falls Down	Kayne West	Hill/West	100.00%	100% World Wide
44501	All For Love (The Three Musketeers)	Bryan Adams	Adams/Lange/Kamen	58.33%	58% World wide
512560	All I Have	Jennifer Lopez	Riddick/Bowser/Richardson/Smith/McPherson/Jeffrey	8.34%	8% World Wide
102020	All I Wanna Do	Sheryl Crow	Gilbert, Kevin	16.50%	16.50% World Wide
88529	All I Want For Christmas Is You	Mariah Carey	Carey/Afanasieff	50.00%	50.00% World Wide
608781	All Jacked Up	Gretchen Wilson	Wilson/McGehee/Rich	33.34%	33.34% World Wide
448710	All My Exes Live In Texas	George Strait	Shafer	100.00%	100.00% World Wide
83912	All My Lovin	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%
132195	All Rise	Blue	Eriksen / Rustan / Hermansen	30.00%	30.00% Worldwide
83913	All Together Now	Beatles	Lennon/McCartney	66.67%Sony, 33.33% EMI	100.00% World Wide
83914	All You Need Is Love	Beatles	Lennon John/Mc Cartney Paul	66.67%Sony, 33.33% EMI	100.00% World Wide
38041	Alone	Mariah Carey	Steinberg/Kelly	100.00%	100.00% World Wide
41302	Alone Again (Naturally)	Gilbert O'Sullivan	O'Sullivan	100.00%	100.00% World X UK, Japan, SE Asia
220306	Anthem For the Year 2000	Silver Chair	Johns	100.00%	100.00% World
117689	Always Come Back To Your Love	Samantha Mumba	Eriksen / Rustan / Hermansen	33.34%	33.34% Worldwide
82698	Always Never The Same	George Strait	McBride/Green	50.00%	50.00% Worldwide
58638	Always You	Sophie Zelmani	Zelmani/Halapi/Starkie	100.00%	100.00% World wide
124306	AM TO PM (Spanish Version)	Christina Milian	Milian/ Karlsson/ Winnberg / Lopez	16.67%	16.67% Worldwide
593999	Amar Sin Mentiras	Marc Anthony	Estefano/Anthony	100.00%	100.00% World Wide
113587	Amazed	Poe	Danielewski Annie	60.00%	100.00% World Wide
528459	Amazin'	LL Cool J	Smith, Hugo, Williams	50.00%	50.00% World Wide
395539	America	Neil Diamond	Diamond	100.00%	100.00% WW
331276	American Dream	System of a Down	Malakian, Tankian, Odadjuan, Dolmayan	100.00%	100.00% World Wide
449288	American Trilogy	Elvis Presley	Newbury	100.00%	100.00% Worldwide
18027	Amigos	Marc Anthony	Carlos/Carlos	50.00%	50.00% World Wide
83915	And I Love Her	Beatles	Lennon John/Mc Cartney Paul	66.67%Sony, 33.33% EMI	100.00% World Wide
48488	And Our Feelings	Babyface	Edmonds/Simmons	85.00%	85.00% World Wide
24476	And The Beat Goes On	The Whispers	Shelby/Shockley/Sylvers/Smith	66.67%	66.67% World Wide
67832	Angel	Sarah McLauchlan	S McLauchlan	100.00%	100.00% World Excluding Canada
1532	Angel's Among Us	Alabama	Goodman/Hobbs	100.00%	100.00% World Wide
7624	Another World	Joe Jackson	Joe Jackson	100.00%	100.00% World Wide
45407	Antologia	Shakira	Merbarak/Ochoa	100.00%	100.00% World Wide
78141	Anymore	Travis Tritt	Tritt/Colucci	50.00%	50.00% World Wide
108785	Anytime	Kelly Clarkson	Watters/Biancaniello	50.00%	50.00% US
	Apple Cobbler	LL Cool J	James Smith, Tim Mosley	pending	pending
96250	Army	Ben Folds Five	Ben Folds	100.00%	100% World Wide
196078	Around the Way Girl	LL Cool J	Smith/James/Williams	37.50%	38% World Wide
555217	As Good as I Once Was	Toby Keith	Emerick/Keith	50.00%	50% World Wide

SCHEDULE A

Song #	Title	Artist	Writers	% Composition	% Publishing/WW World Wide/US
1842	Ashes Of The Wake	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100.00%	100.00% WW
391	Augusta Rain (Georgia Rain)	Trisha Yearwood			
103927	Baby I Love U	Jennifer Lopez	Rooney/Lopez/Shoa/Barry	33.34%	33% World Wide
106549	Baby I'm A Want You	Bread	Gates David A	100.00%	100.00% World Wide
83921	Baby You're A Rich Man	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
35068	Baby, Baby, Baby	TLC	Edmonds/Reid/Simmons	33.34%	33% World wide
	Bachelor Party	Nas		splits are pending	
125573	Back From The Dead	Kid Rock	Peters	100.00%	100.00% World Wide
83922	Back In The USSR	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00% World Wide
243389	Back Seat	LL Cool J	Smith/Jones	43.75%	43.75% World Wide
197552	Back to Life	Soul II Soul	Law/Romeo/Wheeler/Hooper	41.67%	41.67% World Wide
525721	Back When	Tim McGraw	Lynch, Stevens, Smith	33.34%	33.34% World Wide
62679	Bad Case Of Loving You	Robert Palmer	John Martin	100.00%	100.00% World Wide
	Badaboom	B2K feat. Fabolous	Jackson/Stokes/Scott/Houston	pending	pending World Wide
81938	Bama Lama Bama Loo	Little Richard	Penniman	100.00%	100.00% World Wide
124012	Band Of Brothers Main Theme	N/A	Kamen	87.50%	87.50% World wide
130250	Baya Baya	Safri Duo	Friis/Savery	100.00%	100.00% World Wide
497293	Be As You Are	Kenny Chesney	Chesney, Dillon	100.00%	100.00% World Wide
110095	Be Bop A Lula	Gene Vincent	Davis/Vincent	83.33%	83.33% US & Canada
84106	Because	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00% World Wide
301603	Because I Love You	Mark Oh	Brooks	100.00%	100.00% World Wide
180626	Beds Are Burning	Novaspace	Gilford/Hirst/Moginie/Garrett	100.00%	100.00% World Wide
131824	Beer For My Horses	Toby Keith/Willie Nelson	Emerick/Keith	50.00%	50.00% World Wide
76449	Beer Thirty	Brooks and Dunn	Dunn, Ronnie G.	50.00%	50.00% World Wide
85204	Before The Night Is Over	Bryan Adams	Adams/Martin	50.00%	40.00% World Wide
83924	Being For The Benefit Of Mr. Kite	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
86106	Believe In You	Amanda Marshall	Marshall / Bazilian	50.00%	50.00% Worldwide
272668	Better the Devil You Know	Kylie Minogue	Stock/Aitken/Waterman	33.34%	33.34% World Wide
51225	Better Things To Do	Terri Clark	Shapiro / Clark /Waters	47.50%	47.50% Worldwide
	Big Chine	Jay Z & R. Kelly	R. Kelly/S. Carter/J.C.Olivier, S.J. Barnes/	splits are pending	
172759	Big Yellow Taxi	Counting Crows	Mitchell	100.00%	100.00% World Wide
518523	Bigger Than My Body	John Mayer	Mayer	100.00%	100.00% Worldwide
111339	Bills, Bills, Bills	Destiny's Child	Knowles, Beyonce G.	10.00%	10.00% World Wide
93925	Birthday	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00% World Wide
48887	Bitches Ain't Shit	Dr. Dre	Young/Broadus/Curry/Armaud/Brown	62.50%	62.50% World Wide
606538	Bitches Ain't Shit	Lil Jon	Durham/Harris/Lewis	37.50%	37.50% World Wide
607338	Black Horse & Cherry Tree	Katie Tunstall	Katie Tunstall	100.00%	100.00% World Wide
343868	Black Suits Comin' (Nod Ya Head)	Will Smith	Smith - Sparks - Feemster - Bennett - Bennett - Bennett	73.75%	73.75% World Wide
83926	Blackbird	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
421878	Blank Sheet of Paper	Tim McGraw	Warren, Warren, Schlitz	66.66%	66.66% World Wide
118133	Blessed	Martina Mcbride	Lindsey / Verges / James	33.33%	33.33% Worldwide
593835	Blood Of The Scribe	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100.00%	100.00% WW
84754	Blue Jay Way	Beatles	Harrison	100.00%	100.00% World Wide
29590	Blue Savannah	Erasure	Bell/Clarke	100.00%	100.00% World Wide
303211	Bonnie and Shyne	Shyne	Thompson, David, Levy, Barrow, Cassion, Guglielmi	20.00%	20.00% World Wide
448367	Boom	System Of A Down	Malakian/Tankian/Dolmayan/ Odadjian	100.00%	100.00% World wide
196233	Boomin System	LL Cool J	Smith/Williams	37.50%	37.50% World wide
35968	Boot Scootin' Boogie	Brooks & Dunn	Dunn, Ronnie G.	100.00%	100.00% World wide
168465	Booti Call	Blackstreet	Clinton George Jr; Dickey Antwone L; Riley Edward T; Riley Markell Demont; Sermon Erick S; Shider Garry Marshall; Spradley David Lee; Sylvers Leon F III; Troutman Larry; Troutman Roger	37.50%	37.50% World wide
302137	Bootylicious	Destiny's Child	Nicks/Fusari/Knowles/Welsh /Moore	87.50%	87.50% World wide
106535	Born Free	Roger Williams	Barry John/Black Donald	100.00%	100.00% World Wide
116914	Born Slippy	Underworld	Smith/Hyde	100.00%	100.00% World Wide
111400	Born To Fly	Sara Evans	Evans/Hummon/Scott	33.34%	33.34% World Wide
504927	Born to Try	Delta Goodrem	Delta Goodrem/Mtawarira, Audius	100.00%	100.00% World Wide
315523	Bounce	System of a Down	Malakian, Tankian, Odadjuan, Dolmayan	100.00%	100.00% World Wide
28725	Brand New Man	Brooks and Dunn	Cook, Don Kirby, Brooks, Leon E.	100.00%	100.00% World Wide
537150	Brass Bed	Josh Gracin	James/McBride/Hughes	33.34%	33.34% World Wide
98458	Brass Monkey	Beastie Boys	Rubin / Horowitz / Yauch / Diamond	50.00%	50.00% Worldwide
593843	Break You	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100.00%	100.00% WW
504561	Breathe	Blu Cantrell	Martin/Matias/Bemberry/ Bradford/Harris/Joiner/Mathers/ Aznavour	17.50%	17.50% World Wide
45152	Breathe Again	Toni Braxton	Edmonds	100.00%	100.00% World wide
62899	Brick	Ben Folds Five	Folds/Jessee	100.00%	100.00% World Wide
503831	Bring Me Down	Miranda Lambert	Miranda/Howard	50.00%	50.00% World Wide
105213	Bring It All To Me	n/a	Rooney/Spencer/Shelby	25.00%	25.00% World Wide
496337	Brokenheartsville	Joe Nichols	Daniels/Kees/Boudreaux/Mevis	50.00%	50.00% World Wide
1495	Brown Eyes	Destiny's Child	Knowles/Afanasieff	100.00%	100.00% World Wide
225	Brown Skin	India Arie	Arie/Sanders/Batson	43%	42.50% World Wide
111338	BUG A BOO	DESTINY'S CHILD	Briggs, Burrus, Knowles, Roberson, Rowland, Luckett	7.50%	7.50% Worldwide
67839	Building A Mystery	Sarah McLachlan	Sarah McLachlan	50.00%	50.00% US
48842	Burnin' For You	Blue Oyster Cult	Meltzer/Roeser	100.00%	100.00% World Wide
106534	Burning Love	Elvis Presley	Linde Dennis	100.00%	100.00% World Wide
208913	Butterfly	Mariah Carey	Carey/Afanasieff	50.00%	50.00% World Wide
625466	B.Y.O.B.	System Of A Down	Malakian/Tankian/Dolmayan/ Odadjian	100.00%	100.00% World Wide

SCHEDULE A

Song Id	Title	Artist	Writer	Publisher	Share	Territory
16917	By The Time I Get To Phoenix	Glen Campbell	Webb	Sony/Lastrad 46.25%	46.25%	World Wide
287760	By Your Side	Sade	Denman/Matthewman/Adu/Hale	100.00%	100.00%	World Wide
204566	Bye Bye Baby	TQ	Quailes/Mosley/Howard	50.00%	50.00%	World Wide
155408	California Love (remix)	Dr. Dre and Roger Troutman	Troutman/Troutman/Durham/Cunnigham/Hudson/Hooks	65.00%	65.00%	World Wide
61898	Call and Answer	Barenaked Ladies	Duffy/Page	50.00%	50.00%	Worldwide
505036	Call Me	Fabulous	Barnes/Olivier/Jackson/Myers	25.00%	25.00%	World Wide
288545	Call On Me	ERIC PRYDZ	Sanders, Ramsey, Huggard	25.00%	25.00%	WW
627739	Calm Before The Storm	Fall Out Boy	Peter Wentz, Patrick Stumph, Joseph Trohman, Andrew Hurley	100.00%	100.00%	World Wide
104086	Calm Like A Bomb	Rage Against The Machine	De La Rocha/ Commerford/ Morello/Wilk	100.00%	100.00%	World Wide
145743	Candida	Levine/Wine	Tony Orlando & Dawn	Sony/Lastrada 55%	55.00%	World Wide
	(Can't Believe) This Is Me	J-Lo		splits are pending		
63927	Can't Buy Me Love	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
131904	Can't C Me	Dr. Dre	Young/Clinton/Shakur	37.50%	37.50%	World Wide
	Can't Explain It	LL Cool J	James Smith, Tim Mosley	pending	pending	
84108	Carry That Weight	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00%	World Wide
172752	Case of You	Diana Krall	Mitchell, Joni	100.00%	100.00%	World Wide
619519	Cater 2 U	Destiny's Child	Knowles/Rowland/Walker/Rude/Williams/Jenkins	39.16%	39.16%	World Wide
133747	Caught In The Middle	Al	Adams / Marazzi / Porter / Mitra	50.00%	50.00%	Worldwide
451168	Center Of My heart	Lenny Kravitz	Martin/Burton/Phillips	33.34%	33.34%	World Wide
38093	Chains Of Love	Erasure	Bell/Bell/Martin	100.00%	100.00%	World wide
107850	Change Of Heart	Theme	Bula / Cobb	100.00%	100.00%	Worldwide
167701	Cheated (To All The Girls I've Cheated On)	Jean Wyclef	Jean/Hammond/White/Bailey/David/Robinson/Malco/Haug/Obrien/Jackson/Mckay/Wright/Leibrand	20.00%	20.00%	Worldwide
127184	Cheatin' On Me	50 Cent	Barnes/Olivier/Jackson/ Burruss/ Gates	33.34%	33.34%	World wide
502672	Cheeky Song	Cheeky Girls	Kirtley/Semal/Hawes	80.00%	80.00%	World Ex. Portugal, UK, Spain
609545	Cherry Pie	J-Lo	Rooney, Kelly, Robinson, Lopez	25.00%	25.00%	World
448364	Chic N Stu	System of a Down	Malakian, Tankian, Odadjian, Dolmayan	100.00%	100.00%	World Wide
101133	Chicago	Graham Nash	G. Nash	100.00%	100.00%	World Wide
132650	Chicago (That Toddling Sound)	Frank Sinatra	Fisher	100.00%	100.00%	
155698	Children of the Ghetto	Mary J. Blinge	Amoo/Amoo	100.00%	100.00%	World Wide
297778	Chillin	Modjo	Rodgers/Edwards/Destagnol. Trachart	20.00%	20.00%	World Wide
115443	Chipmunk Song	Alvin & The Chipmunks		100.00%	100.00%	World X Eurpoe
119402	Chococlat - Vianne Sets Up Shop	Theme (Incidental Music)	Rachel / Portman	100.00%	100.00%	Worldwide
128658	Chop Suey	System Of A Down	Malakian/Tankian/Dolmayan/ Odadjian	100.00%	100.00%	World Wide
100184	Christmas In Dixie	Alabama	Gentry/Cook/Owen	100.00%	100.00%	World Wide
213119	Cloga Sordomuda	Shakira	Mebarak / Estefano	75.00%	75.00%	World Wide
86081	Cigarretes and Alcohol	Oasis	Noel Gallegher	100.00%	100.00%	Worldwide
40519	Clair		O'Sullivan	100.00%	100.00%	Worldwide
519513	Clarity	John Mayer	Mayer	100.00%	100.00%	Worldwide
525305	Class Reunion (That Used To Be Us)	Lonestar	McDonald/Myers/Pfrimmer	33.34%	33.34%	World Wide
78268	Cleopatra, Queen of Denial	Pam Tillis	Tillis/Dipiero/Buckingham	66.67%	66.67%	World Wide
125911	Clint Eastwood	Gorillaz	Makromallis/Irie/Albarn/Hewlett	25.00%	25.00%	World Wide
515859	Closest Thing to Crazy	Katie Melua	Batt	100.00%	100.00%	World Wide
85212	Cloud Number Nine	Bryan Adams	Adams/Peters/Martin	66.67%	66.67%	World Wide
150961	Clumsy	Our Lady Peace	Makda/Lanni	100.00%	100.00%	World Wide
598074	Cold	Crossfade	Ed Sloan	100.00%	100.00%	World Wide
343165	Color of Love	Boyz II Men	Edmons	100.00%	100.00%	World Wide
603836	Come A Little Closer	Diarks Bently	Bently / Beavers	100.00%	100.00%	World Wide
131576	Come to Jesus	Mindy Smith	Mindy Smith	100.00%	100.00%	World Wide
84109	Come Together	Beatles	Lennon John/Mc Cartney Paul	64.167% Sony, 35.833 EMI	100.00%	World Wide
101412	Computer World	Kraftwerk	Hueter / Schneider-Esleben / Schult / Bartos	75.00%	75.00%	Worldwide
113581	Control	Poe	Danielewski Annie	60.00%	100.00%	World Wide
54563	C-O-U-N-T-R-Y	Joe Diffie	Harbin, Ronald S., Ed Hill, Dusty Drake	33.33%,	33.33%	World Wide
137560	Cowboys Like Us	George Strait	DiPiero/Smith	50.00%	50.00%	World Wide
993	Crazy	Patsy Cline	Nelson Willie (USA)	100.00%	100.00%	World
604089	Crazy in Love	Eminem	Wilson/Wilson/Fisher/Mathers/Resto	75.00%	75.00%	World
137330	Crazy On You	Heart	Wilson/Wilson/Fisher	50.00%	50.00%	World Wide
168659	Crossover	EPMD	D. Gamson, E. Sermon, P. Smith, R. Troutman	40.00%	40.00%	World Wide
58343	Cruel Summer	Bananarama	Fahey / Woodward / Swain/ Jolley / Dallin	25.00%	25.00%	Worldwide
631753	Cry	Lyfe	Jennings	100.00%	100.00%	World Wide
342937	Cry Baby	Janis Joplin	Bems/ Meade	16.67%	16.67%	USA
450384	Crying	Roy Orbison	Melson/Orbison	62.50%	62.50%	US
119499	Crying At The Discotheque	Alcazar	Rodgers / Edwards / Bard / Wollbeck / Coulos / Hansson	25.00%	25.00%	Worldwide
237934	Daddy Cool	Boony M	Reyam/Farlam	100.00%	100.00%	Worldwide
422700	Damien	DMX	Blackmon/Simmons/Smalls	50.00%	50.00%	Worldwide
505034	Damn	Fabolous	Edwards, Rodgers, Jackson, Barnes, Oliver	50.00%	50.00%	Worldwide
599408	Dancing For Rain	Rise Against	Rise Against	100.00%	100.00%	Worldwide
100156	Dancin' Shagin' On The Boulevard	Alabama	Owen/Fowler/Gentry	100.00%	100.00%	World Wide
049	Dang Me	Roger Miller	Miller	100.00%	100.00%	
7618	Danger High Voltage	Electric 6	Spencer/Frezza/Nawara/ Selph/Martin	100.00%	100.00%	World Wide
188507	Dangerously In Love	Beyonce	Knowles/McCalla	50.00%	50.00%	World Wide
237409	Das Modell	Kraftwerk	Schult/Hueter/Bartos	75.00%	75.00%	World Wide
519511	Daughters	John Mayer	John Mayer	100.00%	100.00%	World Wide
203539	Dawson's Creek Theme		Fields	100.00%	100.00%	World Wide
63932	Day Tripper	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide

SCHEDULE A

Song	Title	Artist	Writer	% Declared	US % Terr (W/L World Wide)
11223	Dazz		Irone/Hargis/Ransom	50.00%	50.00% World Wide
3175	Dear Lie	TLC	Edmonds/Watkins	70.00%	70.00% World Wide
43933	Dear Prudence	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00% World Wide
39861	Deeez Nuuuts	Dr. Dre	Young/Broadus	50.00%	50.00% World Wide
38420	Deep Cover	Dr. Dre	Dr. Dre/Wolfe/Broadus	100.00%	100.00% World Wide
42398	Department Of Youth	Alice Cooper	Cooper/Ezrin/Wagner	50% Sony, 50% Undercut Music	50.00% World Wide
527547	Deseos de Cosas Imposibles	La Oreja de Van Gogh	Montero/Benegas/Fernandez/Fuentes	100.00%	100.00% World Wide
550818	Diamond In The Back	Ludacris	DeVaughn/Bridges/Houston/ Beauregard	45.48%	45.48% World Wide
289282	Did You Ever Think	R Kelly	Barnes/Olivier/Mayfield/Kelly	30.00%	30.00% World Wide
127184	Differences	Ginuwine	Oliver/Lumpkin	50.00%	50.00% World Wide
48418	Diggin' On You	Babyface	Edmonds	100.00%	100.00% World Wide
1029	DIVORCE	Tammy Wynette	Babcock/Putman	100.00%	100.00% World Wide
100583	Dixieland Delight	Alabama	Rogers	100.00%	100.00% World Wide
109177	Dizzy	Tommy Roe	Roe/Weller	50% Sony/ATV Songs	50.00% World Wide
243869	Do Wop (That Thing)	Lauryn Hill	Lauryn Hill	100.00%	100.00% World Wide
548699	Do You Know	Da Band	Jean/Goffin/Masser/Duplessis/Hill/John/Stokes/Watson/Wiley/Charwin/Strouse/Nathis	15.00%	15.00% World Wide
542313	Do You Want Fries With That	Tim McGraw	Beathard, Phillips	50.00%	50.00% World Wide
45799	Doggy Dogg World	Snoop Dogg	Broadus, Youn, Fields, Arnaud, Brown	35.00%	35.00% World Wide
524129	Doin' Time	Sublime	Rubin/Horowitz/Yauch/Gershwin R/Gershwin I/Nowell/Goodman/Hayward Du/Hayward Do	6.50%	6.50% World Wide
213087	Donde Estan Los Ladrones	Shakira	Mebarak/Ochoa	75.00%	75.00% World
1091959	Donde Estas Corazon	Shakira	Mebarak/Ochoa	100.00%	100.00% Worldwide
96248	Don't Change Your Plans	Ben Folds Five	Ben Folds	100.00%	100% World Wide
47295	Don't Fear The Reaper	Blue Oyster Cult	Roeser	100.00%	100% World Wide
549323	Don't Go	Fefe Dobson	Fefe Dobson	100.00%	100.00% World Wide
38057	Don't Go	Yaz	V Clarke	100.00%	100.00% World Wide
227080	Don't Know Much	Bette Midler	Mann/Snow/Weil	75.00%	75.00% World Wide
105408	Don't Know Why	Norah Jones	Harris	100.00%	100.00% WW
	Don't let me Die	R Kelly & Jay Z	Barnes/Olivier/Kelly/Carter/Mosley	splits are pending	
84111	Don't Let Me Down	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00% World Wide
528479	Don't Lie (No No No)	Black Eye Peas	Peters, Peters, Ferguson, Adams	33.34%	33.34% World Wide
525068	Don't Rock the Jukebox	Alan Jackson	Jackson/Murrah/Stegall	50.00%	50.00% World Wide
110755	Don't Stop	ATB	A. Tanneberger	100.00%	62.50% World Wide
101607	Don't Take The Girl	Tim McGraw	Johnson/Martin	87.50%	87.50% World Wide
519718	Don't Wanna Lose This Feeling	Dannii Minogue	Minogue/Alexandre/Trollard/ Joly/Khan/Ronald	50.00%	50.00% World Wide
243889	DOO-WOP (THAT THING)	HILL,LAURYN	HILL,LAURYN	100.00%	100.00% World Wide
14635	Dot	DESTINY'S CHILD	Knowles/McCalla	62.50%	62.50% World Wide
143012	Down 4 You	Irv Gotti Presents The Inc	Atkins Jeffrey B, Aurelius Seven Marcus, Douglas Ashanti S, Jarmon Tiffany Lane, Lorenzo Irving Domingo, Parker Andre Frank, Troutman Larry, Troutman Roger	25.00%	25.00% World Wide
101054	Down Home	Alabama	Bowles/Leo	50.00%	50.00% World Wide
604571	Down Wit Da South	Trick Daddy	Michael Crooms, Maurice Young, Deongelo Holmes, Eric Jackson, Calloway, Lovelace, Michael Cooper	44.73%	44.73% World Wide
244177	Driftwood	Travis	Healey	100.00%	100.00% World Wide
138402	Drinkin' Bone	Tracy Byrd	Phillips/Bearthard	50.00%	50.00% World Wide
83938	Drive My Car	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00% World Wide
519639	Drugs or Jesus	Tim McGraw	James, Lindsey, Verges, Mayo	25.00%	25.00% World Wide
340303	Drunk by myself	Nas	Jones /Barnes/Olivier/West	50.00%	50.00% World Wide
108388	Dusic	Beck	Brown/Hargis/Ranson	100.00%	100.00% World Wide
86577	Eastenders Theme	Eastenders	May/Osborne	100.00%	100% World Wide
83937	Eight Days A Week	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
83938	Eleanor Rigby	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00% World Wide
507908	Emotional Rollercoaster	Vivian Green	ERIC ROBERSON, OSUNLADE, VIVIAN GREEN	25.00%	25.00% World Wide
28562	Emotions	Mariah Carey	Carey/Cliviles/Cole	50.00%	50.00% World Wide
528246	Encore	Jay-Z	Cater/West	EMI 62.5% cleared / SONY 37.5%	37.50% World Wide
44238	End Of The Road	Boyz II Men	Edmonds/Reid/Simmons	44.37%	44.37% World Wide
284850	Entre Tus Brazos	Alejandro Fernandez	Fernandez/Estrada	100.00%	100.00% World Wide
593996	Escapemonos	Marc Anthony	Estefano/Reyes	100.00%	100.00% World Wide
273955	Especially For You	Kylie Minogue & Jason Donovan	Stock, Mike/Aitken/Waterman	33.34%	33.34% World Wide
146494	Estoy Aqui	Shakira	Mebarak / Ochoa	100.00%	100.00% World Wide
37753	Eternal Flame	Bangles	Steinberg/Kelly/Hoffs	66.67%	66.67% World Wide
598161	Eternal Sunshine	Movie Theme	Brion	100.00%	100.00% World Wide
24452	Every Little Step	Bobby Brown	Edmonds/Reid	67.50%	67.50% World wide
83940	Every Little Thing She Does	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
	Every Sip	LL Cool J	Milsap/Mosely/Nelson/Smith	pending	pending
521860	Everybody Hates Me	Tim McGraw	Beathard, Hill	50.00%	50.00% World Wide
83939	Everybody's Got Something To Hide	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
12943	Everybody Needs Somebody (To Love)	Blues Brothers	Burke/Russell/Wexler	11.11%	11.11% World Wide
538815	Everything	Fefe Dobson	Dobson/Levine/McCollum	100.00%	100.00% World Wide
130248	Everything	Safri Duo	Friis/Savery	100.00%	100.00% World Wide
106555	Everything I Own	Bread	Gates, David A.	100.00%	100.00% World Wide
243888	Everything Is Everything	Lauryn Hill	Hill	100.00%	100.00% World Wide
148074	Everytime I Close My Eyes	Babyface	Edmonds	100.00%	100.00% World Wide

FE

SCHEDULE A

Song #	Title	Artist	Writer	Percentage Collected	Percentage Territory (WW=World Wide)
243894	Ex-Factor	Lauryn Hill	Hill, Hamilsh, Bergman, Bergman, Diggs, Woods, Hunter, Smith, Hawkins, Coles, Grice, Jones	60.00%	60.00% World Wide
113002	Exhale (Shoop Shoop)	Whitney Houston	Edmons	100.00%	100.00% World Wide
517476	Extraordinary	Liz Phair	Phair/Edwards/Spock/Christy	25.00%	25.00% World Wide
552893	Fast Cars And Freedom	Rascal Flatts	Levox/Thrasher/Mobley	33.34%	33.34% World Wide
48885	F*** With Dre Day	Dr. Dre	Young, Clinton, Spradley, Broadus, Shider	50.00%	50.00% World Wide
550642	Fall to Pieces	Avril Lavigne	Maida, Lavigne	50.00%	50.00% The Universe
527998	Fallen	Mya	Shelton/Veney/Hill/Bonfa/ Toledo	25.00%	25.00% World wide
524013	Fallen	Sarah McLachlan	McLachlan	100.00%	100.00% World X Canada
24252	Fantastic Voyage	Lakeside	Alexander / Beavers / Craig / Shockley / Stokes / Wood / Mccain / Shelby	100.00%	100.00% Worldwide
132301	Fantastic Voyage (COOLIO VERSION)	Coolio	Alexander / Beavers / Craig / Shockley / Stokes / Wood / Mccain / Shelby/Lewis / Ivey / Dobbs	75.00%	75.00% Worldwide
333016	Fatty Girl	Coolio	Barnes/Olivier/Smith/Williams/Murray/Bridges	62.50%	62.50% World Wide
	Feel The Beat	LL Cool J	James Smith, Tim Mosley	pending	pending
102771	Feeling So Good	Jennifer Lopez	Cartagena, Combs, Lopez, Rios, Rooney, Standard	25.00%	25.00% Worldwide
100138	Feels So Right	Alabama	Owen	100.00%	100.00% World Wide
	Fiera Inquieto	Angela Maria Forero	Uribe	100.00%	100.00% World Wide
98468	Fight For Your Right	Beastie Boys	Rubin/Horowitz.Yauch	65.00%	65.00% World Wide
516740	Fight Test	Flaming Lips	Stevens/Coyne/Fridmann/ Ivins/Drozd	75.00%	75.00% World Wide
537379	First Day of My Life	Rasmus	Yloenen/Rantasalmi/Heinonen/Hakala	100.00%	100.00% World Wide
83942	Fixing A Hole	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
544777	Flamboyant	Pet Shop Boys	Tennant/Lowe	100.00%	100.00% World Wide
109018	Flower	Liz Phair	Phair	100.00%	100.00% World Wide
54544	For All My Niggaz and Bitches	Snoop Dogg	Allen/Arnaud/Brown/Broadus/Young	50.00%	50.00% World Wide
84107	Fool On The Hill	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
83943	For No One	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
526488	Forca	Nelly Furtado	Eaton / West / Furtado	50.00%	50.00% WW
315517	Forest	System of a Down	Malakian, Tankian, Odadjian, Dolmayan	100.00%	100.00% World Wide
549174	Forgotten	Avril Lavigne	Kreviazuk/Lavigne	50% Sony/ATV Songs LLC	50.00% Worldd Wide
51210	Fraggle Rock	Muppets	P. Balsam, D. Lee-D. Gillis?	100.00%	100.00% World Wide
	Free	DESTINY'S CHILD	Knowles/Rowland/Drawers/Garrett/Williams	splits are pending	
74317	Friends In Low Places	Garth Brooks	Blackwell/Lee	50.00%	50.00% World Wide
133431	Fu-Gee-La	The Fugees	Wycleff / Hill / Michel / Mcgrier / Remi / Marie	25.50%	25.50% World Wide
57481	Fumblin Toward Ecstasy	Sarah McLachlan	McLachlan/Marchland	100.00%	100.00% World Wide
27400	Funeral Song	Rasmus	Yloenen/Rantasalmi/Heinonen/Hakala	100.00%	100.00% World Wide
20453	Gambler	Kenny Rogers	Schlitz, Don	100.00%	100.00% World Wide
107450	Games People Play	Joe South	Joe South	100.00%	100.00% World Wide
500277	Gay Bar	Electric Six	Spencer, Tyler	100.00%	100.00% World Wide
523391	Georgia Rain	Yearwood	Rochelle/Hill	50.00%	50.00% World
84113	Get Back	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00% World Wide
330784	Get Free	The Vines	Nichols	100.00%	100.00% World X Australia/New Zealand
422719	Get Me A Dog	DMX	Blackman/Simmons/Taylor	25.00%	25.00% World Wide
133984	Get This Money	Jay Z & R Kelly	Barnes/Kelly /Carter	25.00%	25.00% World Wide
618556	Get Your Number	Mariah Carey	Jolley, John, Ingram, Swain, Carey, Dopri, Austin	27.50%	27.50% World Wide
83949	Getting Better	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
75990	Getting' Jiggy Wit It	Will Smith	Rodgers / Edwards / Smith	30.00%	30.00% Worldwide
	Getting Married	Nas		splits are pending	
78030	Ghetto Superstar	Pras	Pras/Jean/Gibb/Gibb/Gibb/Jones	15.00%	15.00% World Wide
83425	GI Joe Cues	TV Show Music	Bryant / Douglas / Walsh	100.00%	100.00% Worldwide
45791	Gin And Juice	Dr. Dre	Young/Adams/Arrington/ Casey/ Finch/Turner/ Webster/Washington	5.00%	5.00% World Wide
83950	Girl	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
610089	Girl	Beck	Hansen, King, Simpson	70.00%	70.00% World Wide
619317	Girl	DESTINY'S CHILD	Davis, Robinson, Knowles, Williams, Douthit, Rowla	19.00%	19.00% World Wide
234894	Girls	Beastie Boys	Rubin/Horowitz	75.00%	75.00% World Wide
	Girls	Cam'ron feat. Mona Lisa	Giles/Hazard/Charlemagne	75.00%	75.00% World Wide
40179	Girl You'll Be A Woman Soon	Neil Diamond	Diamond	100.00%	100.00% WW
33102	Girls Just Wanna Have Fun	Cindi Lauper	R. Hazard	100.00%	100.00% World Wide
84114	Give Peace A Chance	John Lennon	J. Lennon	64.167% Sony, 35.833 EMI	100.00% World Wide
447660	Glamour and Pain	Joe Jackson	Joe Jackson	100.00%	100.00% World Wide
83951	Glass Onion	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
625336	Go	Common feat. John Mayer	Mayer/Lynn/Lewis/West	20.00%	20.00% World Wide
522806	God Is A DJ	Pink	Mann/Davis/Pink	90.00%	90.00% World Wide
500255	God Is Real	India Aire	arie/sanders/ramsey	25.00%	25.00% World Wide
15494	God's Will	Martina McBride	Douglas/Dean	50.00%	50.00% Worldwide
3219	Going Back To Cali	Notorious B.I.G.	Wallace/Harvey/Troutman/	31.25%	31.25% WW
4115	Golden Slumbers	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00% World Wide
595035	Golden Touch	Razorlight	Johnny Borrell	100.00%	100.00% World Wide
100532	Goldfinger	Goldfinger	L. Bricusse, A. Newley, J. Barry	100.00%	100.00% World Wide
304028	Gone	Montgomery Gentry	Dipiero/Steele	50.00%	50.00% World Wide
77167	Gone Til November	Wyclef Jean	Jean, Wyclef	100.00%	100.00% Worldwide
487828	Goodbye Time	Blake Shelton	Hicks/Murrah	100.00%	100.00% World Wide

TE

SCHEDULE A

Song	Title	Artist	Writer	Share	Percentage	Territory
1952	Good Day Sunshine	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
.11148	Good Die Young	50 Cent	West/Jackson	50.00%	50.00%	World Wide
500259	Good Man	India Aire	Baker/Ramsey/Sanders/Simpson	25.00%	25.00%	World Wide
83953	Good Morning	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
447674	Got the Time	Joe Jackson	Joe Jackson	100.00%	100.00%	World Wide
53742	Good Times	Chic	Rogers, Nile G., Bernard Edwards	50.00%	50.00%	World Wide
106719	Got To Get It	Sisqo	West / Andrews	40.00%	40.00%	Worldwide
83955	Got To Get You Into My Life	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
609979	Gotta Go Gotta Leave (Tired)	Vivian Green	Green/Bervine	25.00%	50.00%	World Wide
831745	Greedy	Lyte	Jennings	100.00%	100.00%	World Wide
1740	Green Green Grass Of Home	Tom Jones; Porter Wagoner	Putman	100.00%	100.00%	US, Canada, Latin America
104094	Guerilla Radio	Rage Against The Machine	De La Rocha/ Commerford/ Morello/Wilk	100.00%	100.00%	World Wide
527397	Guilty	Rasmus	Yloenen/Rantasalmi/Heinonen/Hakala	100.00%	100.00%	World Wide
523034	Ha Ha	Tamyra Gray	Watters/Biancaniello/ Gray	25.00%	25.00%	World Wide
510191	Hands Up	TLC	Babyface, Simmons	75.00%	75.00%	World Wide
422853	Hang On Sloopy	Aaron Carter	Russell/Farrell	16.67%	16.67%	World Wide
38701	Hang On To Your Love	Sade	Mathewman, Adu	100.00%	100.00%	World Wide
83956	Happiness Is A Warm Gun	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
447682	Happyland	Joe Jackson	Joe Jackson	100.00%	100.00%	World Wide
82931	Happy Radio (City Till I Die)	Bradford	Edwin Starr	100.00%	100.00%	World Wide
83957	Hard Day's Night	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
35866	Hard Workin' Man	Brooks & Dunn	Dunn	100.00%	100.00%	World Wide
15577	Have You Forgotten?	Solar	Weeks, Malone, Moran	100.00%	100.00%	World Wide
324696	Have You Ever Been In Love	Celine Dion	Bagge, Laiz/Bagge, Anders/Hall/Nichols/Astrom	5.00%	5.00%	World Wide
53994	Have You Ever Really Loved A Woman	Bryan Adams	Adams/Lange/Kamen	33.33%	33.33%	World wide
1880	He Stopped Loving Her Today	George Jones	Braddock/Putman	100.00%	100.00%	World Wide
549179	He Wasn't	Avril Lavigne	Kreviazuk/Lavigne	50% Sony/ATV Songs LLC	50.00%	World Wide
595354	Headsprung	LL Cool J	James Smith, Tim Mosley	50.00%	50.00%	World Wide
1600	Heartbreak Hotel	Elvis Presley	Axton/Durden/Presley	100.00%	100.00%	World Wide
87116	Hearts Are For When You Want To Love Someone	George Burns/Collin Raye	Gordon/Paxton	50.00%	50.00%	Worldwide
105221	Heed The Word Of The Brother	X-Clan	R. Troutman/Worrell/Collins/Clinton/Hunter/	15.63%	15.63%	Worldwide
447684	Hell of a Town/Prelude	Joe Jackson	Joe Jackson	100.00%	100.00%	World Wide
83958	Hello Goodbye	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
83960	Help	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
527373	Help Pour Out The Rain	Buddy Jewell	Jewell	100.00%	100.00%	World Wide
83961	Helter Skelter	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
320533	Here I Am	Bryan Adams	Adams/Zimmer/Peter	25.00%	25.00%	World Wide
537494	Here For The Party	Gretchen Wilson	Wilson/Rich/Alphin	33.33%	33.33%	World Wide
83962	Here There & Everywhere	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
78142	Here's A Quarter	Travis Tritt	Tritt	100.00%	100.00%	World Wide
450542	Hey Good Lookin'	Jimmy Buffett	Williams	100.00%	100.00%	World Wide
83964	Hey Jude	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
277234	Hey Lady	Cam'ron feat Freeeky Zeeeky	C.Giles,E.Iles, V.Babb,F.Visosky, L.Troutman, R.Troutman	33.34%	33.34%	World Wide
260306	Hey Lover	LL Cool J	Smith/Temperton	25.00%	25.00%	World Wide
113011	Hey Now	Oasis	Noel Gallagher	100.00%	100.00%	World Wide
	Hi Hi (Puffy Ami Yumi Show Theme)	Puffy Ami Yumi	Puffy Ami Yumi / Andy Sturmer	25.00%	25.00%	World Wide
330789	Highly Evolved	The Vines	Nicholls	100.00%	100.00%	World X Australia/New Zealand
325097	Hindu Times	Oasis	Noel Gallagher	100.00%	100.00%	Worldwide
96950	HIT ME WITH YOUR BEST SHOT	PAT BENATAR	E.Schwartz	100.00%	100.00%	Worldwide
110976	Hits From the Bong	Cypress Hill	Hurley/Wilkins/Muggerud/Freeze	50.00%	50.00%	Worldwide
98462	Hold It Now, Hit It	Beastie Boys	Horovitz/Rubin/Yauch	25.00%	25.00%	World Wide
33438	Hold The Line	Toto	Paich	100.00%	100.00%	World Wide
543432	Hold Ya Head	Tupac Shakur	Anderson Daryl L, Shakur Tupac Amaru, Troutman Roger, Vincent Stan	50.00%	50.00%	World Wide
814385	Hold You Down	J-Lo	Troutman/Rooney/Beck, Riddick, Cartegena, Christopher, Bruno,	38.00%	38.00%	World Wide
133699	Home and Dry	Pet Shop Boys	Tennant/Lowe	100%	100%	World wide
447688	Home Town	Joe Jackson	Joe Jackson	100%	100%	World Wrd
537502	Homewrecker	Gretchen Wilson	Wilson/Teren/Rutherford	33%	33%	World Wide
83966	Honey Pie	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
497329	Honkytonkville	George Strait	Brock/Rutherford/Williams	100.00%	100.00%	World Wide
302355	Hot Like Fire	Jessica Simpson	Rooney	100.00%	100.00%	World Wide
11656	Hot Mama	Trace Adkins	Shapiro/Beathard	100.00%	100.00%	World Wide
1938	Hotel	Cassidy feat. R Kelly	Edwards/Rogers/Reese/ Deary/ Kelly	20.00%	20.00%	World Wide
093844	Hour Class	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100.00%	100.00%	WW
543091	House In California	Keb' Mo	Nicholson/Moore	50.00%	50.00%	World Wide
451154	Hovi Baby	Jay Z	Edmonds/Carter	50.00%	50.00%	World Wide
138377	How Am I Doin'	Dierks Bently	Bentley/X	50.00%	50.00%	World Wide
206701	How Deep Is Your Love	Dru Hill	Cousin/Andrews/Campbell/Ruffin	20.00%	20.00%	World Wide
	How Do You Know	Gemini	Tommy Faragher, Nick Howard	100.00%	100.00%	World Wide
549176	How Does It Feel	Avril Lavigne	Kreviazuk/Lavigne	50.00%	50.00%	World Wide

SCHEDULE A

Song	Title	Artist	Writer	Publisher	Publisher Territory
1392	How Many Mics	The Fugees	Hill/Jean/Michel	100.00%	100.00% World Wide
3127	How To Rob	50 Cent	Barnes/Oliver/Casey/Finch/ Jackson/Angelettie	20.00%	20.00% World Wide
511018	How We Do	The Game	Mason, Young, Jackson, Elizondo, Hughes, Deyo, Taylor	50.00%	50.00% World Wide
44252	Humpin' Around	Bobby Brown	Edmonds/Reid/Simmons	28.35%	28.35% World Wide
2141	Husbands and Wives	Brooks & Dunn	Miller	100.00%	100.00% World Ex Denmark, Finland, Iceland, Sweden, Norway, Italy, British Isles, Eire, S. Africa, Auatralia, and France
107468	Hush	Larry Williams / Deep Purple	Joe South	100.00%	100.00% World Wide
600983	Hush	Lil Cool J feat. 7 Aurelius	Smith/Aurelius/Graham/Mims/Bushnell	35%	35.00% World Wide
631743	Hypothetically	Lyle	Jennings	100%	100.00% World Wide
83967	I Am The Walrus (Fr "Magical Mystery Tour)	Beatles	Mc Cartney, Paul , John Lennon	66.66%	100.00% World Wide
495652	I Believe	Diamond Rio	Kees/Ewing	100.00%	100.00% World Wide
553521	I Believe	Fantasia (Am. Idol)	Gray/Watters/Biancaniello)	33.34%	33.34% World Wide
631741	I Can't	Lyle	Jennings	100.00%	100.00% World Wide
195889	I Can't Live Without My Radio	Lil Cool J	Smith/Rubin	87.50%	87.50% World Wide
338331	I Can't Read You	Daniel Bedingfield	Bedingfield	100.00%	100.00% World Wide
448192	I Can't Stop Loving You	Don Gibson	Gibson	100.00%	100.00% World Wide
289261	I Can't Take It No More Remix	3LW	Barnes/Olivier/Jones/Epps/Baxter/Jones/Grey	50.00%	50.00% World Wide
51357	I Could Fall In Love	Selena	Thomas	100.00%	100.00% Worldwide
255121	I Didn't Know My Own Strength	Lorrie Morgan	Byrne / Bowles	25.00%	25.00% Worldwide
51675	I Don't Want To Know	Fleetwood Mac	Stevie Nicks	100.00%	100.00% World Wide
37787	I Drove All Night	Celine Dion/Cyndi Lauper	Steinberg/Kelly	100.00%	100.00% Worldwide
83971	I Feel Fine	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00% World Wide
151987	I Get Around	Tupac Shakur	Brooks Ronald R, Jacobs Gregory E, Murdock Shirley J, Shakur Tupac Amaru, Troutman Larry, Troutman Roger	35.00%	35.00% World Wide
255595	I Go Back	Kenny Chesney	Chesney	100.00%	100.00% World Wide
496266	I Got A Feelin'	Billy Currington	Beathard/Currington/Chamberlain	33.33%	33.33% World Wide
298701	I Got A Story to Tell	Notorious B.I.G	Anthony Best, Sean Puffy Combs, Chucky Thompson, Christopher Wallace	10.00%	10.00% WW
2321	I Gotta Get Drunk	Willie Nelson	Nelson	100.00%	100.00% World excluding Australia, New Zealand, Belgium, Brazil, UK, Germany, Austria, Switzerland, Italy, Scandinavia, Greece, Holland, South Africa
14400	I Hate Myself For Losing You	Kelly Clarkson	Solomon/Harry/Dioguardia	33.34%	33.34% USA and Canada Only
04117	I Just Died In Your Arms Tonight	Cutting Crew	Eede	100.00%	100.00% World Wide
105435	I Keep Looking	Sara Evans	Evans / Shapiro / Martin	91.66%	91.66% Worldwide
609553	I Love	J.Lo	Rooney, Kelly, Robinson	50.00%	50.00% Worldwide
107632	I Love The Nightlife	Alicia Bridges	Bridges/Hutcheson	100.00%	100.00% World Wide
523252	I Love This Bar	Toby Keith	Keith/Emerick	50.00%	50.00% World Wide
80180	I Love You	Martina McBride	Hyler / Follese / Follese	33.33%	33.33% World ex. Italy
123833	I Melt	Rascal Flatts	Levox/Thrasher	33.34%	33.34% World Wide
107320	I Miss My Friend	Darryl Worley	Martin / Nesler / Shapiro	58.33%	58.33% Worldwide
24295	I Miss You	Klymaxx	Maisby	100.00%	100.00% World Wide
77993	I Need Love	LL Cool J	Smith/ Ervin/Ettinger/Pierce/ Simon	56.25%	56.25% World Wide
103292	I Need To Know	Marc Anthony	Rooney/Anthony	100.00%	100.00% World wide
274815	(I Never Promised You A) Rose Garden	Martina McBride	Joe South	100.00%	100.00% World Wide
450545	I Saw The Light	Hank Williams	Hank Williams	100.00%	100.00% World Wide
318139	I See Right Through You	DJ Encore featuring Engelina	Hemmeth, Andreas Bang - Larsen, Engelina - Parsberg, Michael - Stavnstrup, Jakob	89.33%	89.33% World Wide
116656	I Should Be So Lucky	Kylie Minogue	Stock/Aitken/Waterman	33.34%	33.34% World wide
83989	I Should Have Known Better	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
29513	I Sometimes Wish I Was Dead	Depeche Mode	Clarke	100.00%	100.00% World Wide
410093	I Still Love You	Next	Johnson/Bristol/Edmons/Tolbert/Lighty/Huggar//Brown/Clowers	29.28%	29.28% World Wide
108772	I Think I'm In Love With You	Jessica Simpson	Rooney/Shea/Mellencamp	16.67%	16.67% World Wide
37769	I Touch Myself	The Divinyls	Kelly, Tom / Steinberg, William E.	60.00%	60.00% World Wide
110829	I Wanna Be With You	Mandy Moore	Thomas/ Peiken/ Arbuckle	65.00%	65.00% World wide
108784	I Wanna Love You Forever	Color Me Badd	Louis Biancaniello ,Watters, Samuel J.	50.00%	50.00% World Wide
111088	I Want Candy	Bow wow wow/Aaron Carter	Feldman/Goldstein/Berns/Gottehrer	75.00%	75.00% US
338354	I Want To Live	Josh Gracin	James/Rutherford	50.00%	50.00% World Wide
304059	I Want To With You	Leann Rimes	Shapiro/Rutherford	50.00%	50.00% World Wide
196018	I Want You	LL Cool J	Rubin / Smith	87.50%	87.50% World Wide
519023	I Want You	Thalia feat. Fat Joe	Rooney/Bruno/Cartagena/ Russell	20.00%	20.00% World Wide
53791	I Want Your Love	Chic	Edwards / Rodgers	50% Sony/ATV Songs LLC	50.00% Worldwide
83996	I Will	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100% World Wide
480565	I Will Be Here For You	Michael W. Smith	Smith/Warren	50.00%	50.00% World Wide
56937	I Will Remember You	Sarah McLachlan	McLachlin/Egan/Morenda	40.00%	40.00% World excluding Canada
8752	I Wonder If Heaven Got A Ghetto (Hip Hop Version)	Tupac Shakur	Goodman Larry Darnell, Mc Dowell Derrick, Shakur Tupac Amaru, Troutman Larry, Troutman Roger	25.00%	25.00% World Wide
48069	I.E.A.I.A.I.O.	System of a Down	Malakian, Tankian, Odadjian, Dolmayan, Phillips, Larson, Pfisler	85.50%	85.50% World Wide
45900	Ice Ice Baby	Vanilla Ice	Johnson/Van Winkle/Brown	6.66%	6.66% World Wide
106561	If	Bread	Gates David A	100.00%	100.00% World Wide
447340	If Heaven	Andy Griggs	Peters	100.00%	100.00% World Wide
196772	If I Needed Someone	Beatles	Harrison	100.00%	100.00% World Wide
292324	If I Want To	Usher	Troutman/Edmonds/Dupri/Wallace/Cox/Harvey/Usher	25.94%	25.94% World Wide

SCHEDULE A

Song	Title	Artist	Writer	US Collection	US Collection WW-Worldwide
3487	If She Were Any Other Woman	Buddy Jewell	Beavers/Lovelace/Harrington	33.34%	33.34% World Wide
	If The World Was Mine	Nas		SPLITS PENDING	
128530	If U Be My Baby	Stevie Brock	Bowen/Nystrom/Calderon	33.33%	33.33% World Wide
102019	If Ya Getting Down	Five	Conlon / Brown / Breen / Stannard / Gallagher / Cleveland	25.00%	25.00% Worldwide
317504	If You Come To Me	Atomic Kitten	Stannard/Gallagher/Howes/Harrington/Murphy	20.00%	20.00% World Wide
527462	If You Ever Stop Loving Me	Montgomery Gentry	DePiero/Shapiro/Rutherford	66.66%	66.66% World Wide
99466	If You Had My Love	J-Lo	Lopez, Jennifer L. , Mark Rooney, Lashawn Daniels, Fred Jerkins III, Rodney Jerkins	15.00%	15.00% World Wide
	If You Tolerate This Your Children Will Be Next	Manic Street Preachers	Bradfield/Jones/Moore	100.00%	100.00% Worldwide
549320	If You Walk Away	Fefe Dobson	Levine, Dobson	75.00%	75.00% Worldwide
106825	If You're Gonna Play In Texas	Alabama	Kellum/Mitchell	12.50%	12.50% World Wide
505037	If You're Not The One	Daniel Bedingfield	Daniel Bedingfield	100.00%	100.00% World Wide
163568	I'll Be Okay	Amanda Marshall	Wells/Clarke	25.00%	25.00% World Wide
83977	I'll Follow The Sun	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
47425	I'll Make Love To You	Boyz II Men	Edmonds	100.00%	100.00% World Wide
46880	I'll Never Forgive My heart	Brooks & Dunn	Dunn/Dunn/Dillon	100.00%	100.00% World Wide
130134	I'll Think Of A Reason Later	Lee Ann Womack	Martin / Nichols	37.50%	37.50% Worldwide
54494	I'm A Believer	Monkeys	Diamond	75.00%	75.00% World Wide
522811	I'm A Rough Ryder	Drag-On	Quaites/Smalls/Williams/Davis	25.00%	25.00% World Wide
118309	I'm A Thug	Trick Daddy	Vanhoy/Young/Duggins	50.00%	50.00% Worldwide
	I'm About To Get Her	LL Cool J	Homes/Kelly/Riley/Smith/Williams	pending	pending
104231	I'm Already There	Lonestar	McDonald/Myers/Baker	33.34%	33.34% World Wide
77986	I'm Bad	LL Cool J	Smith/Simon/Ervin	56.25%	56.25% World wide
167294	I'm Coming Out	Diana Ross	Edwards, Bernard - Rodgers, Nile Gregory	50.00%	50.00% World wide
505095	I'm Glad	Jennifer Lopez	Rooney/Lopez/ Oliver/Weaver	80.00%	80.00% World wide
130268	I'm Gonna Be Alright	Jennifer Lopez	Lopez/Rooney/Oliver/Cook/ Lapread	50.00%	50.00% World wide
298354	I'm Just Talking About Tonight	Toby Keith	Emerick/Keith	50.00%	50.00% World wide
83984	I'm Looking Through You	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
83985	I'm Only Sleeping	Beatles	Lennon / Mccartney	66.67% Sony, 33.33% EMI	100.00% World Wide
106757	I'm Outta Love	Anastacia	Anastacia, Sam Watters, Louis Biancaniello	42.50%	42.50% Worldwide
130263	I'm Real	Jennifer Lopez	J. Lopez, T. Oliver, C. Rooney, L.E.S.	47.50%	47.5
83986	I'm So Tired	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
78005	I'm That Type of Guy	LL Cool J	Ellinger/Simon/Smith	25.00%	25.00% World Wide
27848	I'm Your Baby Tonight	Whitney Houston	L.A. Reid, Babyface	62.50%	62.50% World Wide
103171	In Another World	Joe Diffie	Shapiro / Wilson / Yeary	33.33%	33.33% Worldwide
91456	In My Life	Beatles	Lennon John/Mc Cartney Paul	100.00%	100.00% World Wide
91456	In My Life	Juvenile Feat Manny Fesh	Lennon John/Mc Cartney Paul	100.00%	100.00% World Wide
527412	In My Life	The Rasmus	Ylönen,Lauri/Heinonen,Eero/Rantasal	100.00%	100.00% World Wide
289714	In My Lifetime	Jay-Z	Romeo/Burke/Browne/Carter	48.00%	48.00% World Wide
106531	In The Ghetto	Presley, Elvis	M Davis	75.00%	75.00% World Wide
527402	In the Shadows	Rasmus	Ylönen/Rantasalmi/Heinonen/Hakala	100.00%	100.00% World Wide
58345	In The Summertime	Mungo Jerry	Ray Dorsel	50.00%	50.00% World Wide
505212	In This Skin	Jessica Simpson	Fusari/Harmon/Simpson	33.34%	33.34% World Wide
131672	In Your Eyes	Kylie Minogue	Stannard / Minogue / Gallagher / Howes	25.00%	25.00% Worldwide
38104	In Your Room	The Bangles	Steinberg, Kelly, Hoffs	66.67%	66.67% Worldwide
80153	Independence Day	Carrie Underwood	Gretchen Peters	100.00%	100.00% World Wide
113540	Independent Women Part 1	Destiny's Child	Rooney,Mark/ Barnes,Samuel/ Olivier,Jean Claude / Knowles,Beyonce	100.00%	100.00% Worldwide
449636	Indian Outlaw	Tim McGraw	Loudermilk / Simmons / Barnes	33.34%	33.34% World Wide
524128	Industry	Wyclef Jean	Jean/Duplessis/Whitherspoon/Riser/Dean	37.50%	37.50% World Wide
448383	Innervision	System of a Down	Malakian, Tankian, Odadjian, Dolmayan	100.00%	100.00% World Wide
135133	Innocent	Our Lady Peace	Coutts/Maida/Taggart	100.00%	100.00% World Wide
129519	Insatiable	Darren Hayes	Hayes / Afanasieff	50.00%	50.00% Worldwide
99447	Is Anybody Home	Our Lady Peace	Maida/Lanni	50.00%	50.00% Worldwide
447697	Is She Really Going Out With Him?	Joe Jackson	Joe Jackson	100.00%	100.00% World Wide
298013	It's a Sin	Pet Shop Boys	Tennant/Lowe	100.00%	100.00% World Wide
114251	It's Alright To Be A Redneck	Alan Jackson	MacLaughlin / Kenner	1250.00%	12.50% Worldwide
501148	It's Getting Better All the Time	Brooks & Dunn	Cook/Bowman	100.00%	100.00% Worldwide
24952	It's No Crime	Babyface	Edmonds/Reid/Simmons	41.67%	41.67% World Wide
117318	It's No Secret	Kylie Minogue	Aitken/Stock/Waterman	33.34%	33.34% World Wide
83991	It's Only Love	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
340959	I've Got You	ANTHONY MARC	Rooney, Dioguardi	75.00%	75.00% WW
83993	I've Just Seen A Face	Beatles	Lennon / Mccartney	66.67% Sony, 33.33% EMI	100.00% World Wide
167953	Jacking 4 Beats	Ice Cube	Baker/Barbata/Ice Cube/Jones/Kaylan/Nichol/Pons	9.38%	9.37% World Wide
450461	Jambalaya	Hank Williams	Hank Williams	60.00%	60.00% US
96710	James Dean	Daniel Bedingfield	Bedingfield, Daniel	100.00%	100.00% World Wide
197385	Jazzie's Groove	Soul II Soul	Hooper/Romeo	50.00%	50.00% World Wide
517083	Jenny From the Block	J-Lo	Oliver, Oliver, Deyo, Lopez, Oliver Barnes	9.20%	9.20% World Wide
81942	Jenny Jenny	Little Richard	Johnson Enotris/Penniman Richard W	100.00%	100.00% World Wide
18391	Jeopardy Theme	n/a	Griffen	100.00%	100.00% World Wide
5727	Jezebel	Chely Wright	Hummon / Demarcus	50.00%	50.00% Worldwide
126643	Jigga That Nigga	Jay-Z	Carter / Olivier / Barnes	33.34%	33.34% Worldwide
78011	Jingling Baby	LL Cool J	Smith/Coffey/Simon	40.31%	40.31% World Wide
195774	Johnny Feel Good	Liz Phair	Phair	100.00%	100.00% World Wide
228907	Juke Box Music	The Kinks	Ray Davies	100.00%	100.00% USA and Canada Only
83997	Julia	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00% World Wide
213978	Jump (For My Love)	The Pointer Sisters	Mitchell/Sharron/Skardina	16.66%	33.33% World Wide

SCHEDULE A

	Title	Artist	Writer	Co-Publisher	Up to (Territory)
1335	JUMPIN' JUMPIN'	DESTINY'S CHILD	Eliot, Knowles, Moore, Alexander	50.00%	50% Worldwide
2222	JUSQU'A ME PERDRE	Garou	ADAMS BRYAN, KENNEDY ELIOT JOHN	87.50%	8750% Worldwide
		Nas	B.H. Edwards/Jones, N./L. David Lewis/Peacock,	25.00%	25%
606532	Just A Moment		C./Rodgers, N.		Worldwide
447702	Just Because	Joe Jackson	Joe Jackson	100.00%	100% World Wide
38065	Just Can't Get Enough	Depeche Mode	V. Clarke	100.00%	100.00% World Wide
80776	Just Once	Nia	Mann/Weill	100.00%	100.00% World Wide
130109	Just To See You Smile	Tim McGraw	Nesler / Martin	37.50%	37.50% Worldwide
181778	Kaleidoscope Skies	Jam & Spoon	Elmer/Lonich/Bacharach/Hal/Loefel	31.50%	31.50% World Wide
450707	Kaw-Liga	Hank Williams	Williams/Rose	100.00%	100.00% World Wide
	Keep their heads ringin'	Dr. Dre	Brown, Chisholm, Cooks, Yound Robinson,	25.00%	25.00% World Wide
52750			Sneed, Anderson		
167960	Keep Ya Head Up	2 Pac	Troutman/Shakur/Anderson	31.25%	31.25% World Wide
100165	Keepin' Up	Alabama	R. Fowler/T. Gentry/R. Owen/R. Rogers	100.00%	100.00% World Wide
526873	Keg In The Closet	Kenny Chesney	Chesney/James/Onaty	100.00%	100.00% World Wide
50651	Kentucky Woman	Neil Diamond	Neil Diamond	100.00%	100.00% World Wide
330838	Ketchup Song	Las Ketchup	Ruiz/Berito	100.00%	100.00% World Wide
109219	Key Largo	Bertie Higgins	Higgins E Elbert Joseph/Limbo Sonny	75.00%	75.00% World Wide
536123	Key Lime Pie	Kenny Chesney	Chesney, Anderson, Cannon	33.34%	33.34% World Wide
87111	Killing Me Softly With His Song	Roberta Flack; Fugees	Fox Charles/Gimbel Norman	50.00%	50.00%
3328	KING OF THE ROAD	ROGER MILLER	Roger Miller	100.00%	100% Worldwide excluding UK, S.Africa, Benelux, Scandinavia, Australasia, Italy, France, Brazil, Argentina, Chile, Uruguay, Germany, Austria, Japan
810217	Kirikirimal	Orange Range	Orange Range	100.00%	100% World EX Japan
168596	Kissing You	Des'ree	Weeks/Attack	50.00%	50.00% World Wide
	Knock Three Times	Tony Orlando & Dawn	Brown/Levine	Sony/Lastrada	65% World Wide
				65%	
333919	Kusha Las Playas	Las Ketchup	Ruiz/Munoz/Munoz/Munoz	100.00%	100% World Wide
276686	La Bomba	King Africa	Zambrana,Fabio	100.00%	100.00% World Wide
244232	La Brisa	Orieco	Francisco Manuel Ruiz Gomez	100.00%	100% World Wide
595291	La Locura	Yahir	Alejandro Jaen, Rafael Vergara, William Paz	33.34%	33% World Wide
114280	Lady (Hear Me Tonight)	Modjo	Rodgers / Edwards / Destagnol / Tranchart	25.00%	25% World
100143	Lady Down On Love	Alabama	Owen	100.00%	100% world Wide
83998	Lady Madonna	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
552250	Laid To Rest	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100.00%	100.00% WW
51686	Landslide	Dixie Chicks	Stevie Nicks	100.00%	100.00% World Wide
69469	Last Night	Az Yet	Edmonds/Andes	50.00%	50.00% World Wide
79136	Laughter In The Rain	Neil Sedaka	Cody Philip/Sedaka Neil	12.50%	12.50% WW
12301	Lawdy Miss Clawdy	Elvis Presley	Price	100.00%	100.00% World Wide
53776	Le Freak	Chic	Rogers, Nile G. , Bernard Edwards	50.00%	50.00% World Wide
524335	Learn Chinese	Jin feat. Wyclef Jean	Jean/Brown/Duplessis/Auyueng	10.00%	10.00% World Wide
249388	Let Forever Be		Gallagher, Rowland, Simons	50.00%	50.00% World Wide
84119	Let It Be	Beatles	Lennon John/Mc Cartney Paul	64.167% Sony, 35.833 EMI	100.00% World Wide
508005	Let's Be Us Again	Lonestar	McDonald/James/Derry	33.34%	33.34% World Wide
631767	Let's Do This Right	Lyle	Jennings	100.00%	100.00% World Wide
40758	Let's Go To Vegas	Faith Hill	Staley, Karen R.	100.00%	100.00% World Wide
60262	Let's Make A Night To Remember	Bryan Adams	Adams/Lange	40.00%	40.00% World Wide
114809	Life	Our Lady Peace	Maida/Lenni/Taggart/Coutts	80.00%	80.00% Worldwide
228979	Life Goes On	The Kinks	Ray Davies	100.00%	100.00% USA and Canada Only
62449	Life Turned Her That Way	Ricky Van Shelton	Howard	100.00%	100.00% World Wide
37791	Like A Virgin	Madonna	Kelly, Thomas F. , Steinberg, William E.	100.00%	100.00% World Wide
	Lipstick	Alejandro Guzman	Child/Domaniewksi/Greene/Guzman/Horovitz/Nguy	25.00%	25.00% World Wide
	Little Bitty	Tom T. Hall/Alan Jackson	Hall	100.00%	100.00% World Wide
449649					
327240	Little by Little	Noel Gallagher	Gallagher	100.00%	100.00% WW
60632	Little Goodbyes	SheDaisy	Greenberg/Deere/Osborn	33.34%	33.34% Worldwide
46879	Little Miss Honky Tonk	Brooks & Dunn	Dunn	100.00%	100.00% World Wide
	Live Now	Nas		SPLITS PENDING	
84120	Long & Winding Road	Beatles	Lennon John/Mc Cartney Paul	64.167% Sony, 35.833 EMI	100.00% World Wide
614584	Long As You Come Home	Brooke Valentine	Randolph / Spencer / Smith / Milsap / Spencer / Johnson	50.00%	50.00% World Wide
129698	Long Black Train	Josh Turner	Turner	100.00%	100.00% World Wide
82975	Long Tall Sally	Little Richard	Penniman/Johnson/Blackwell	100.00%	100.00% World Wide
599802	Lose My Breath	Destiny's Child	Jerkins/Garrett/Knowles/Rowland,M. Williams/Jerkins III/ Daniels, Carte	24.16	24.16% World Wide
109034	Losing Lisa	Ben Folds	Ben Folds, Frally Hynes	95.00%	95% World Wide
625472	Lost In Hollywood	System of a Down	Tankian / Malakian	100.00%	100% World Wide
	Love At First Sight	Kylie Minogue	Minogue/ Stanard/ Gallagher/ Howes/ Harrington	20.00%	20.00% Worldwide
131673					
537911	Love Doesn't Live Here No More	Ricky Fante	Deutsch/ ante/Harris/Kats	25.00%	25.00% Worldwide
	Love Like This	Faith Evans	Rodgers/Edwards/Combs/Evans/ Emery/Lawrence/Crawford	25.00%	25.00% World Wide
91508					
20538	Love of a Lifetime	Firehouse	Snare/Leverty	100.00%	100.00% World Wide
14201	Love Overboard	Gladys Knight	Calloway	25.00%	25.00% World Wide
131646	Love You Out Loud	Rascal Flatts	James/Wilson	100.00%	100.00% World Wide
84003	Lovely Rita	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
3892	Lover I Don't Have To Love	Bright Eyes	Oberst	100.00%	100.00% World Wide
601917	Lover's Ghetto	Angie Stone	Temperton, Moore, Randolph, Smith, Spencer	50.00%	50.00% World Wide
35525	Lovin' All Night	Patty Loveless	Crowell	100.00%	100.00% World Wide
527601	Loving Days	Kylie Minogue	Stannard/Minogue	25.00%	25.00% World Wide
601780	Lua	Bright Eyes	Oberst	100.00%	100.00% World Wide
150791	Luchini	Camp Lo	Randolph / Spencer / Smith / Wallace / Wilds / Willis	50.00%	50.00% World Wide
82969	Lucille	Kenny Rogers	Bowling Roger Dale/Bynum Hal	100.00%	100.00% World Wide

SCHEDULE A

Sol	Title	Artist	Composer	US % Sold	US % Royalty Was Paid Worldwide
1004	Lucy In The Sky With Diamonds	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
609499	Luv U Better	LL Cool J	Smith/Williams/Hugo	33.34%	33.34% World Wide
619457	Lyla	Oasis	Gallagher, Noel	100.00%	100.00% World Wide
48891	Lyrical Gangbang	Dr. Dre	Allen/Broadus/Brown/Collins/Hathaway/Young	5.00%	5.00% World Wide
237988	Ma Baker	Boney M	Jay/Reyam/Farian	100.00%	100.00% World Wide
631762	Made Up My Mind	Lyfe	Jennings	100.00%	100.00% World Wide
60678	Madman	Silverchair	Johns	100.00%	100.00% World wide
84005	Magical Mystery Tour	Beatles	Lennon, John W. McCartney, Paul	66.67% Sony, 33.33% EMI	100.00% World Wide
106570	Make It With You	Bread	Gates David A	100.00%	100.00% World Wide
3842	Make The World Go Away	Elvis Presley	Cochran	100.00%	100.00% World Wide
517522	Making Love For Fun	Enrique Iglesias	Fishbein/Iglesias/Dioguardi/Morales/Siegel	5.00%	5.00% World Wide
497555	Making Memories Of Us	Keith Urban	R. Crowell	100.00%	100.00% World Wide
265759	Mama Said Knock You Out	LL Cool J	Smith/Williams/Morrison/Stewart/Jacobs/Clinton/Collins/McCants/McCants	7.42%	7.42% World Wide
902068	Mamas Dont Let Your Babies Grow Up To Be Cowboys	Willie Nelson/Waylon Jennings	Bruce/Bruce	100.00%	100.00% World Wide
101240	Maria Maria	Santana	Jean/Duplessis/Santana/Perezzo/Rekow	65.00%	65.00% World Wide
228018	Marmalade	System of a Down	Malakian, Tankian, Odadjian, Dolmayan	100.00%	100.00% World Wide
101188	Marrakesh Express	Crosby, Stills & Nash	G. Nash	100.00%	100.00% World Wide
84006	Martha My Dear	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
553385	Mass Destruction	Faithless	Fraser / Bentovim / Armstrong / Nut	26.67%	26.67% World Wide
84121	Maxwell's Silver Hammer	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00% World Wide
198437	Maybe I'm Amazed		McCartney	64.167% Sony, 35.833 EMI	100.00% World Wide
505811	Maybe This Christmas		Sexsmith	100.00%	100.00% World Wide
598617	Me Dedique a Perderte	Alejandro Fernandez	Garcia	100% Sony Music ent Mx, S.A. De C.V.	100.00% WW
35323	Me Estoy Enamorando	La Mafia	Larrinaga	100.00%	100.00% World Wide
84122	Mean Mr. Mustard	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00% World Wide
83303	Meet Me In Montana	Jo Dee Messina	Goodrum / Maher	100.00%	100.00% world wide
24351	Meeting In The Ladies Room	Klymaxx	Calloway/Calloway/Watson	51.95%	51.95% World Wide
	Mesmerized	Faith Evans	*update in Moviso when splits are decided*	Pending	pending
98249	Mess	Ben Folds Five	Ben Folds	100.00%	100% World Wide
	Message to the Boys	Nas		SPLITS PENDING	
75993	Miami	Will Smith	Shelby/Shockley/Sylvers/Smith	50.00%	50% World wide
84007	Michelle	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00% World Wide
14213	Midas Touch	Midnight Star	Watson	94.45%	94.45% World Wide
22105	Miracle	Whitney Houston	Esdmons / Reid	62.50%	62.50% World Wide
75119	Mo Money, Mo Problems	Notorious B.I.G.	Edwards/Rogers/Combs/ Wallace/Jordan/Phillips	30.00%	30.00% WW
340320	Moment Like This	Kelly Clarkson	Reid/Elofsson	50.00%	50.00% World Wide
554458	Money Ain't A Thang	Jermaine Dupri	Arrington/Parker/Carter/Carter/Hankerson/Dupri	50.00%	50.00% World Wide
167977	More Bounce	Heavy D.	Troutman, Myers	31.25%	31.25% World Wide
151955	More Bounce to the Ounce	Zapp	Troutman/Sala	62.50%	62.50% World Wide
113353	More Than That	Backstreet Boys	Anders/Wennerberg/Jemberg	6667.00%	66.66% World Wide
112110	Morning Glory	Oasis	Noel Galagher	100.00%	100.00% Worldwide
111758	Most Girls	Pink	Babyface / Thomas	50.00%	50.00% Worldwide
84009	Mother Nature's Son	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
100145	Mountain Music	Alabama	Owen	100.00%	100.00% World ex. Belgium / Holland / and Luxembourg
450546	Move It On Over	George Thorogood & The Destroyers	Williams	100.00%	100.00% World Wide
	Move Somethin'	LL Cool J	James Smith/Johnson	pending	pending
113833	Movin Melodies	ATB	Tanneberger	100.00%	100.00% World Wide
244779	Movin On Without You	Utada Hikaru	Hikaru	100.00%	100.00% World Wide
627752	Moving Pictures	Fall Out Boy	Peter Wentz, Patrick Stumph, Joseph Trohman	100.00%	100.00% World Wide
229003	Mr. Big (Man)	The Kinks	Ray Davies	100.00%	100.00% USA and Canada Only
451662	Mr. Mom	Lonestar	Harbin/Ron/McDonald/Pfrimmer/Don	33.34%	33.34% World Wide
111896	Murder Was The Case	Snoop Dogg	Young/Trawick/Griffin/Boradus/Arnaud	37.50%	37.50% World Wide
631699	Must Be Nice	Lyfe Jennings	Jennings	100.00%	100.00% World Wide
208898	My All	Mariah Carey	Carey/Afanasieff	50.00%	50.00% World Wide
103251	My Baby You	Marc Anthony	Afanasieff, Walter N., Muniz, Mark A.	100.00%	100.00% World Wide
540975	My Buddy	G-Unit	Brown/Jackson/Lloude/Morricone/Ausar	16.67%	16.67% Worldwide
304061	My Give A Damn Is Busted	Jo Dee Messina	Diffie/Shapiro/Martin	58.34%	58.34% World Wide
106898	My Heart Is Lost In You	Brooks & Dunn	Beavers/Harrington	50.00%	50.00% World Wide
631765	My Life	Lyfe	Jennings	100.00%	100.00% World Wide
157243	My Life	Mary J. Blige	Ayers/Blige/Combs/Delvalle/Thompson	6.25%	6.25% World Wide
95602	My Love Is Your Love	Whitney Houston	Jean Nel Wyclef/Duplessis	75.00%	75.00% World Wide
22100	My My My	ARMAND VAN HELDEN	Edmunds, Simmons	65.62%	65.62% WW
28325	My Next Broken Heart	Brooks & Dunn	Cook/Dunn/Brooks	100.00%	100.00% World Wide
125569	My Oedipus Complex	Kid Rock	Peters/ Ritchie	5.00%	5.00% World Wide
537908	My Song	Ricky Fante	Deutsch/Fante/Harris/Kats	60.00%	60.00% Worldwide
593993	Nada Personal	Marc Anthony	Estefane/Anthony/Reyes	100.00%	100.00% World Wide
10480	Nas Angels...The Flyest	Nas	Jones/Williams/Hugo	16.66%	16.66% World Wide
8500	Nasty Girl	Destiny's Child	Knowles/ Dent / Brassi / Hackett	30.00%	30.00% Worldwide
315514	Needles	System of a Down	Malakian, Tankian, Odadjian, Dolmayan	100.00%	100.00% Worldwide
28523	Neon Moon	Brooks & Dunn	Dunn	100.00%	100.00% World Wide
116608	Never Gonna Give You Up	Rick Astley	Stock/Aitken/Waterman	33.34%	33.34% World wide
76464	Never Gonna Let You Go	Faith Evans	Edmonds/Thomas	40.00%	40.00% Worldwide
84222	New York City	John Lennon	Lennon	100.00%	100.00% Worldwide
102300	New York Groove	Ace Frehley	Ballard	100.00%	100.00% Worldwide
109693	Niggas Ain't S**t	Tupac/Dr. Dre	Young/Curry/Wolfe/Taylor/ Beasley/Broadus	18.75%	18.75% World Wide

SCHEDULE A

Song	Title	Artist	Writer/	% Controlled	Territory/WW/World-Wide
2701	Niggaz Done Started Something	DMX	Blackman/Betha/Styles/Simmons/Jacobs/Phillips	50.00%	50.00% World Wide
291152	No Matter What They Say	Lil Kim	Rogers, Thompson, Barrier, Byrd, Jones, Feliciano, Edwards, Henson, Archer, Beavers, Taylor, Hill, Joyner, Griffin	10.00%	10.00% World Wide
597292	No Me Quiero Enamorar	Kalimba	Domm, Oceransky, Bernal	50.00%	50.00% World Wide
512289	No Me Tortures	Daniel Rene	Pilato/Danny Lopex	35.00%	35.00% Worldwide
38833	No More Mr. Nice Guy	Alice Cooper	Cooper/Bruce	100.00%	100.00% World Wide
	No One Else In The Room	Nas		SPLITS PENDING	
76525	No One Else On Earth	Wynonna	Colucci / Harris / Lorber	41.67%	41.67% World Wide
77827	No Place That Far	Sara Evans	Evans/Martin/Shapiro	91.66%	91.66% Worldwide
84013	No Reply	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00% World Wide
77879	No Shelter	Rage Against The Machine	Rocha / Commerford / Morello / Wilk	100.00%	100.00% Worldwide
495972	No Shoes, No Shirt, No Problems	Kenny Chesney	Beatherd	100.00%	100.00% World Wide
127596	No Such Thing	John Mayer	Mayer/Cook	85.00%	85.00% World Wide
296370	Nobody Ever Died of A Broken Heart	Cowboy Crush	Terry Radigan/Kenny Greenberg/Walter Wilson	33.34%	33.34% World Wide
84014	Norwegian Wood (This Bird Has Flown)	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
55740	Not Gon' Cry	Mary J. Blige	Edmonds	87.50%	87.50% Worldwide
130024	Not On Your Love	Jeff Carson	Martin /Wilson / Martin	20.84%	20.84% Worldwide
519624	Not Me	Kenni Thomas	Thomas, Montana, Maher	33.34%	33.34% World Wide
597449	Not That Kind of Girl	JoJo	Fusari / Belewa / Falonte	25.00%	25.00% Worldwide
243892	Nothing Even Matters	Lauryn Hill	Hill	100.00%	100.00% World Wide
593841	Now You've Got Something To Die For	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100% Sony/ATV Songs LLC	100.00% WW
84015	Nowhere Man	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00% World Wide
238168	Nowhere To Run (Vapor Trail)	Ozzy Osborne	Blades, Rubin, Ol' dirty bastard, Jordan, Kirkland, Osborne, DMX	18.50%	18.50% World Wide
607438	Numb/Encore	Jay-Z / Linkin Park	Carter/West	18.75%	18.75% World Wide
551493	O.G. Bitch	Esthero	Gerald Eaton, Brian West, Esthero	50.00%	50.00% World Wide
907586	Ob La Di Ob La Da	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00% World Wide
318997	Objection	Shakira	Mebarak	100.00%	100.00% World Wide
116758	Ocean Spray	Manic Street Preachers	Moore/Jones/Bradfield	100.00%	100.00% World Wide
84123	Oh Darling	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00% World Wide
38112	Oh L'Amour	Erasure	Bell/Clarke	100.00%	100.00% World Wide
46598	Oh Pretty Woman	Roy Orbison	Dees/Orbison	62.50%	62.50% USA
337908	Oh Yeah	Ricky Fante	Deutsch/Fante/Harris/Kats	35.00%	35.00% Worldwide
213058	Ojos Asi	Shakira	Mebarak/Flores/Garza	66.67%	66.67% World Wide
81908	Okie From Muskogee	Merle Haggard	Powers, Haggard	100.00%	100.00% World Wide
603438	Old Soul Song	Bright Eyes	Oberst	100.00%	100.00% World Wide
593828	Omerta	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100.00%	100.00% WW
97049	On The Inside (Theme from "Prisoner")	Lynne Hamilton	CASWELL DAVID ALLAN	100.00%	100.00% World Wide
129117	One Day In Your Life	Anastacia	Biancaniello/Newkirk/Watters	33.33%	33.33% World Wide
593839	One Gun	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100.00%	100.00% WW
99449	One Man Army	Our Lady Peace	Maida/Lenni	50.00%	50.00% Worldwide
133864	One Mic	Nas	Jones / Thompson	25.00%	25 WW
64856	One More Chance	Notorious B.I.G.	Carl 'Chucky' Thompson (/ Christopher Wallace /Sean Combs / Norman Glover / Reginald D. Ellis	16.67%	16.67% WW
	One Night Stand	Mistaeq	Mikkel/ SE/ Rustan/ Hermansen/ Dixon/ Washington/ Nash	16.66%	16.66% World Wide
100143	One Nite Stand	Sarah Connor	Duplessis/Wyclef/Connor/Fortuna	37.50%	37.50% World Wide
112688	One Sweet Day	Mariah Carey	M. Carey, N. Morris, W. Morris, S.Stockman, M. McCary, W. Afanasieff	35.00%	35.00% World Wide
100875	One Voice	Billy Gilman	Cook, Malloy	50.00%	50.00% World Wide
450370	Only The Lonely	Roy Orbison	Melson/Orbison	50.00%	50.00% World Wide
38068	Only You	Yaz	V. Clarke	100.00%	100.00% World Wide
	Ordinary	Train	Hendrickson, Monahan	12.50%	12.50% World Wide
599470	Other Chicks	Ciara	Harris, Spencer, Miles	50.00%	50.00% World Wide
101174	Our House	Crosby, Stills, Nash & Young	G. Nash	100.00%	100.00% World Wide
331471	Outro	Amerie	Mark Rooney, Rich Harrison, Amerie Rogers	40.00%	40.00% World Wide
330810	Outta The Way	The Vines	Nicholls	100.00%	100.00% World X Australia/New Zealand
611213	Paid the Price	Do or Die	Troutman, Troutman, Round, Round, West, Smith	18.75%	37.50% World
84019	Paperback Writer	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
504367	Paradise	LL Cool J	Barnes/Olivier/Smith/Jackson/ Rogers/Burke/Felder/Wright	50.00%	50.00% World Wide
127804	Part II	Method Man & Redman	Edmonds / Wilson / Sermon / Braxton / Noble / Smith	30% Sony/ATV Songs LLC / EGAF Music	30.00% Worldwide
524145	Party To Damascus	Wyclef feat. Missy Elliot	Jean/Duplessis/Elliot	60.00%	60.00% World Wide
329212	Pass The Courvosier	Busta Rhymes	Rodgers/Edwards/Muhammed/Tyler/Linzer/Taylor/ Fareed/Smith/Hugo/Woolard/Denny/Lamb/Randal	7.50%	7.50% World Wide
522305	Pass The Courvosier Part 2	Busta Rhymes	Rodgers/Edwards/Muhammed/Tyler/Linzer/Taylor/ Fareed/Smith/Hugo/Woolard/Denny/Lamb/Randal	7.50%	1.50% World Wide
234760	Paul Revere	Beastie Boys	Rubin / Horowitz / McDaniels / Simmons	10.00%	10.00% Worldwide
338351	Peace of Mind	Josh Gracin	James/Verges	50.00%	50.00% World Wide
127507	Peaceful World	John Mellencamp	Mellencamp	100.00%	100.00% Worldwide

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Song	Title	Artist	Writers	Collection Share	Territory
9168	Pedro Navaja	Ruben Blades	Blades	100.00%	100.00% World Wide
1454	Penny Lane	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00% World Wide
	Perfect	Snoop Dogg	Broadus/Williams/Hugo/Adu/St John	25.00%	25.00% World Wide
138090	Perfect	Sara Evans	Evans/Martin/Shapiro	100.00%	100.00% World Wide
112887	Perfect Gentleman	Wyclef Jean	Jean / Duplessis / Harris	45.00%	45.00% Worldwide
501899	Persuaders	N/A	Barry	100.00%	100.00% World Wide
605891	Peter Pan Overture		Kaczmarek	100.00%	100.00% World Wide
38295	Philosophy	Ben Folds Five	Folds	100.00%	100.00% Worldwide
307794	Piano	Glassjaw	Palumbo/Beck	100.00%	100.00% Worldwide
447592	Pickin' Wildflowers	Keith Anderson	Williams, Rich, Anderson	33.34%	33.34% World Wide
106713	Picture Perfect	Angela Via	Trullinger/Cosgrove/Clark	3333.00%	33.33% Worldwide
183545	Piece Of My Heart	Janis Joplin	Berns/ Regevoy	16.67%	16.67% World Wide
145506	Pienso En Ti	Shakira	Merbarak/ Ochoa	100.00%	100.00% World Wide
95529	Piggy In The Middle	Beatles	Lennon / Mccartney	82.08% Sony, 17.92% EMI	100.00% World Wide
118573	Play	J-LO	Cory Rooney A. Bagge, A. Birgisson, C. Milian	5.00%	5.00% Worldwide
610407	Play Something Country	Brooks & Dunn	Dunn/McBride	50.00%	50.00% World Wide
108852	Please Remember Me	Tim McGraw	Crowell, Jennings	50.00%	50.00% World Wide
37695	POISON	ALICE COOPER	Cooper, Child, McCurry	42.50%	42.50% Worldwide
80878	Polyester Bride	Liz Phair	Phair	100.00%	100.00% World Wide
6462	Pop A Top	Alan Jackson	Stuckey	100.00%	100.00% Worldwide
125090	Pop Lockin'	Sikk The Shocker	Troutman/Troutman/Hooks/ Hudson/Broadus/Spillman/ Miller/Brooks	Sony/Lastrada 37.5	37.50% World Wide
45930	Possession	Sarah McLachlan	McLachlan	100.00%	100.00% World X Canada
617120	Poster Girl	Backstreet Boys	Mann/Bahncke/Tromberg	50.00%	50.00% World Wide
138853	Power of a Dream	Celine Dion	Edmons/Foster/Thompson	33.34%	33.34% World Wide
526494	Powerless (Say What You Want)	Nelly Furtado	Eaton/West/Furtado/ Horn/Dudley/ McLaren	26.68%	26.68% WW
	Prelude/Hell of a Town	Joe Jackson	Joe Jackson	100.00%	100.00% World Wide
27748	Pretty In Punk	Fall Out Boy	Peter Wentz, Patrick Stumph, Joseph Trohman	100.00%	100.00% World Wide
4661	Pretty Paper	Roy Orbison	Nelson	100.00%	100.00% Worldwide EX - Australia, New Zealand, Benelux, Brazil, UK, Germany Austria, Switzerland, Italy, Scandinavia, Denmark, Iceland, and France
64541	Pump Pump	Snoop Dogg	Mattik/Broadus/Young	50.00%	50.00% Worldwide
534809	Pure and Simple	Hear' Say	Clarkson / Hawes / Kirtley	33.34%	33.34% Worldwide
60682	Pure Massacre	Silverchair	Johns/Gilles	100.00%	100.00% World Wide
122025	Push It	Salt n Pepa	Ray Davis/Herby Azor	2.00%	2.00% Can/Mex/USA
327976	Put It In Your Mouth	Akinyele	Hargis/Adams/Jeffries	100.00%	100.00% World Wide
450185	Put Your Hands Where My Eyes Can See	Busta Rhymes	Seals/Smith	50.00%	50.00% World Wide
599865	Quarterbackin	E40	Adams/Stevens/Thornton/Thornton	50.00%	50.00% World Wide
625479	QUESTION	System of a Down	Malakian/Tankian	100.00%	100.00% World Wide
527450	Que Llora	Sin Bandera	Garcia	100.00%	100.00% World Wide
38282	Radar Love	Golden Earring	Kooymans/Hay	100.00%	100.00% World Wide
237483	Radio Activity	Kraftwerk	Schult/Heutter/Schneider	100.00%	100.00% World Wide
523033	Raindrops Will Fall	TANYRA GRAY	BIANCANIELLO, WATTERS, GRAY	33.34%	33.34% WW
75013	Rapper's Delight	Sugarhill Gang	Rodgers / Edwards	50.00%	50.00% Worldwide
237989	Rasputin	Boney M	Jay/Rayam/Farian	100.00%	100.00% Worldwide
237969	Rat-Tat-Tat-Tat	Dr. Dre	Curry/Young	100.00%	100.00% Worldwide
337255	A Real Fine Place to Start	Sara Evans	Ducas/Foster	50.00%	50.00% World
447757	Real Men	Joe Jackson	Joe Jackson	100.00%	100.00% World Wide
902171	Reaper (Don't Fear The)	Blue Oyster Cult	Roeser, Donald	Sony/ATV Tunes, LLC (ASCAP) 100%	100.00% World excluding GAS and East Europe
506479	Red Dirt Road	Brooks & Dunn	Brooks/Dunn	100.00%	100.00% World Wide
48419	Red Light Special	TLC	Edmonds	100.00%	100.00% World wide
40389	Red Red Wine	Neil Diamond/UB40	Diamond	100.00%	100.00% WW
133739	Red White And Blue	Lynard Skynard	Van Zant/Van Zant/Warren/Warren	50.00%	50.00% World Wide
543238	Redneck Woman	Gretchen Wilson	Wilson/Rich	50.00%	50.00% World Wide
593837	Remorse If For The Dead	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100.00%	100.00% WW
525733	Re-offender	Travis	Healy	100.00%	100.00% Worldwide
341951	Requiem For A Dream Theme	Clint Mansell	Mansell	12.50%	12.50% World Wide
272712	Respectable	Mel and Kim	Stock/Aitken/Waterman	33.34%	33.34% World Wide
84022	Revolution	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
1898	Rhiannon	Fleetwood Mac	Stevie Nicks	100.00%	100.00% World Wide
J12919	Rich Girl	Gwen Stefani	Kravlazuk/Stefani/Dioguardi/Alazano	91.00%	5.00% World Wide
512555	Ride	The Vines	Nicholls	100.00%	100.00% World Wide
603444	Road To Joy	Bright Eyes	Oberst	100.00%	100.00% World Wide
85087	Rock Around The Clock	Bill Haley	Max C. Freedman/J. Myers	75.00%	75.00% US, Canada, & Mexico
517461	Rock Me	Liz Phair	Alspach/Edwards/Christy/Phair	25.00%	25.00% World Wide
77981	Rock The Bells	LL Cool J	Smith/Rubin	87.50%	87.50% World Wide

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	Rock The Party	Fire	Gibb / Brown / Breen / Conlon / Gallagher / Stennard	8.00%	8.00% World Wide
84025	Rocky Raccoon	Beatles	Lennon, John W. , McCartney, Paul	66.67% Sony, 33.33% EMI	100.00% World Wide
603447	Roll With You	Clara	Spencer, Miles, Harris	25.00%	50.00% World
274815	Rose Garden	Lynn Anderson	Joe South	100.00%	100.00% World Wide
448368	Roulette	System of a Down	Malakian, Tankian, Odadjuan, Dolmayan	100.00%	100.00% World Wide
595356	Rub My Back	LL Cool J	James Smith, Tim Mosley	50.00%	50.00% World Wide
602188	Rumours	Lindsay Lohan	Rooney, Jackson, Jackson, Lohan	50.00%	50.00% World Wide
125150	Run For Cover	Sugababes	Upsey / Donaghy / Buena / Buchanan	25.00%	25.00% Worldwide
606746	Run, Run, Run	Ryan Tyler	Powell/Davis/Kayle	33.34%	33.34% World Wide
211945	Salome	Chayanne	Salgado	100.00%	100.00% World Wide
132109	Same Old Brand New You	A1	Adams/Ingerbigdsen/Read/Foster	50.00%	50.00% World Wide
269999	Satisfy You	Puff DaDdy / R. Kelly	Walker/Combs/Mcelroy/Foster/Price/Kelly/Greene	10.00%	10.00% World Wide
111341	Say My Name	Destiny's Child	Beyonce Knowles, Kelendria T Rowland, Latavia Roberson, Rodney Jerkins,Daniels, Lashawn A., Fred Jerkins III	20.00%	20.00% World Wide
62915	Say You'll Be there	Spice Girls	Beckham/Brown/Buck/Bunton/Chisholm/Halliwell/Kennedy	66.67%	66.67% World Wide
605742	Scandalous	Misteeq	Eriksen/Rustan/Hermansen	16.67%	16.67% World Wide
315518	Science	System of a Down	Malakian, Tankian, Odadjuan, Dolmayan	100.00%	100.00% World Wide
594794	Se Esfuma Tu Amor	Marc Anthony	Salgado/Pagan	100.00%	100.00% World Wide
145504	Se Quiere Se Mata	Shakira	Mebarak/Ochoa	100.00%	100.00% World Wide
84026	Sergent Pepper's Lonely Hearts Club Band	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
480636	Secret Ambition	Michael W. Smith	Smith/Kirkpatrick/Gill	50.00%	50.00% World Wide
51531	Secret Of Life	Faith Hill	Peters	100.00%	100.00% World Wide
300697	Secretly	Jennifer Lopez	Shakir, Rooney, Oliver, Lopez	90.00%	90.00% World Wide
536924	Sentada Aqui en mi Alma	Chayanne	Estefano/Reyes	100.00%	100.00% Universe
54543	Serial Killa	Snoop Dogg	Arnaud/Brown/Middendorf/Broadus/Thomas/Williar	20.00%	20.00% World Wide
68137	Sesame Street Theme	N/A	Raposo/Hart/Stone	Sony/ATV 50%	50.00% World excluding Asian territories
146323	Setting Sun	Chemical Brothers	Gallagher/Rowlands/Simons	50.00%	50.00% World Wide
37818	Sex As A Weapon	Pat Benetar	Steinberg/Kelly	100.00%	100.00% World Wide
116503	Sexy Daddy	Destiny's Child	Beyonce Knowles Damon Elliott	60.00%	60.00% World Wide
84029	Sexy Sadie	Beatles	Lennon / McCartney	100.00%	100.00% World Wide
	Shake It Baby	LL Cool J	Johnson/Smith/Taylor	pending	pending
334366	Shake Ya Body	Jay Z & R Kelly	Barnes/Olivier/Kelly/Dewese/Jones/Robinson	20.00%	20.00% World Wide
554336	Shake Ya Tail Feather	Murphy Lee, Nelly and P.Diddy	Smith, Bridges, Lee, Haynes	9.170%	9.170% World Wide
148072	Shame On Me	Ryan Cabrera	Diamond/Cabrera/Savan	33.340%	33.340% World Wide
13235	She Bangs	Ricky Martin	Afanasieff/Child/Rosa	45.88%	45.88% World Wide
17833	She Bop	Cindy Lauper	Lauper/Chertoff/Corbett/Lunt	28.34%	28.34% World Wide
84127	She Came In through The Bathroom Window	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
631736	She Got Kids	Lyle	Jennings	100.00%	100.00% World Wide
544256	She Lives In My Lap	Outkast	Troutman/Hawtins/Vidal/Vidal/Benjamin	5.00%	5.00% World wide
84031	She Said, She Said	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
28524	She Used To Be Mine	Brooks & Dunn	Dunn	100.00%	100.00% World Wide
108848	Sheila	Tommy Roe	Roe Tommy	100.00%	100.00% World Wide
133965	She'll Go On You	Josh Turner	Narmore	100.00%	100.00% World Wide
304065	She'll Leave You With A Smile	George Strait	Knowles/Blackmon	50.00%	50.00% World Wide
84032	She's A Woman	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
88453	She's Crafty	Beastie Boys	Horovitz/Rubin/Yauch	12.50%	12.50% World Wide
84033	She's Leaving Home	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
40877	She's Not The Cheatin Kind	Brooks & Dunn	Dunn	100.00%	100.00% World Wide
234680	She's On It	Beastie Boys	Horovitz/Rubin	50.00%	50.00% World Wide
810023	Shine It All Around	Robert Plant And Strange Sensation	Plant/Adams/Tyson/Dearner/Baggott	100.00%	100.00% World Wide
614391	Shiver	Natalie	Solomon / Imbruglia / White	47.00%	47.00% World Wide
242133	Show Me Love	Robin S / DJ Tonka	Mcfarlane/George	100.00%	100.00% Worldwide
	Show Me The Way To Your Love	Hear Say	Eriksen / Hermansen / Hallgeir	33.34%	33.34% Worldwide
102235	Showroom Dummies	Kraftwerk	Huetter	100.00%	100.00% US
27399	Sick Boys	Michael Ness	Michael Ness	100.00%	100.00% World Wide
118102	Side	Travis	Healy	100.00%	100.00% Worldwide
434200	Siempre Hay Milagros	Myra	Kennedy/Sheyne	50.00%	50.00% World Wide
452935	Signs	Tesla	Emmerson	50.00%	50.00% World Wide
78705	Silence	Delerium	Leeb/Fuller/McLachlan	50.00%	50.00% World ex Canada
197906	Silent Murder	Nas	Browne / Jones / Roero	30.00%	30.00% Worldwide
519472	Simple Things	Amy Grant	Grant/Thomas/O'Brian/Owsley	40.00%	40.00% World Wide
118098	Sing	Travis	Healy	100.00%	100.00% Worldwide
54802	Sittin' Up In My Room	Brandy	Edmonds	87.50%	87.50% Worldwide
113243	Situation	Yaz	V Clarke/A Moyet	100.00%	100.00% World Wide
549173	Slipped Away	Avril Lavigne	Kreviazuk/Lavigne	50% Sony/ATV Songs LLC	50.00% World Wide
234802	Slow Ride	Beastie Boys	Rubin/Allen/Brown/Dickerson/Miller/Scott/Goldstein/Horowitz/Diamond/Yauch/Jordan/Levittin	5.00%	5.00% World Wide
447888	Slow Song	Joe Jackson	Joe Jackson	100.00%	100.00% World Wide
631882	Smile	Lyle	Jennings, Lambert, Potter	33.34%	33.34% World Wide
8707	Smooth Operator	Sade	Adu/St. John	50.00%	50.00% World Wide
0842	So Damn Beautiful	Paranoid	Horrocks, Millpare, Rowe	66.66%	66.66% World Wide
37820	So Emotional	Whitney Houston	Steinberg/Kelly	100.00%	100.00% World Wide
516380	So Gone	Monica	Elliot/Cunningham/Tye/ Ahmonuel	50.00%	50.00% Worldwide
111337	So Good	Destiny's Child	Knowles,Beyonce / Rowland,Kelendria T. / Roberson,Latavia / Luckett,Letoya / Briggs,Kevin / Burruss,Kandi L.	15.00%	15.00% Worldwide
113167	So In Love With Two	Mikaila	Enginquez / Erickson /Harmansen /Rustan	30.00%	30.00% Worldwide
177305	So What	Miles David	Davis	100.00%	100.00% Worldwide

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Song	Title	Artist	Writer	Publisher	Percentage	Territory
19517	Soldier	Destiny's Child	Knowles/Rowland/Harrison/Williams/Carter/Garrett / Harris	14.00%	14.00%	Worldwide
70140	Solitaire	Clay Aiken	Cody/Sedaka	60.83%	60.83%	World Wide
50666	Solitary Man	HM	Diamond	100.00%	100.00%	World Wide
67537	Solo En Ti	Enrique Iglesias	Clarke/Iglesias	93.75%	93.75%	Worldwide
99865	Some Days You Gotta Dance	Dixie Chicks	Johnson/Morgan	18.75%	18.75%	World Wide
480645	Somebody Love Me	Michael W. Smith	Smith/Kirkpatrick	50.00%	50.00%	World Wide
334062	Somebody's Girl	Jay-Z R Kelly	Barnes/Olivier/Kelly/Carter	50.00%	50.00%	Worldwide
114845	Someone To Love You	Ruff Endz	Rooney	100.00%	100.00%	Worldwide
526434	Something's Broken	Tim McGraw	beathard, horne	50.00%	50.00%	Worldwide
29552	Sometimes	Erasure	Clarke/Bell	100.00%	100.00%	Worldwide
13553	Sometimes When We Touch	Dan Hill	Hill Dan/Mann Barry	100.00%	100.00%	World excluding Canada
619547	Somewhere Else	Razorlight	Johnny Borrell	100.00%	100.00%	World Wide
135131	Somewhere Out There	Our Lady Peace	Coutts/Maida/Taggart	100.00%	100.00%	World Wide
5250	Son Of A Preacher Man	Tanya Tucker, Dusty Springfield	Hurley/Wilkins	100.00%	100.00%	World Wide
46487	Song For the Dumped	Ben Folds Five	Ben Folds, Darren Jessee	100.00%	100%	World Wide
90176	Sorry Suzanne	Hollies	Anthony Gordon/Stephens Geoffrey	50.00%	50.00%	World Wide
50519	Squeeze Me In	Garth Brooks / Trisha Yearwood	Nicholson / McClinton	50.00%	50.00%	Worldwide
29592	Star	Erasure	Bell/Clarke	100.00%	100.00%	World Wide
51501	Starseed	Our Lady Peace	Maida/Lanni/Egerett/Lanni	75.00%	75.00%	Worldwide
526296	Stay	Leann Rimes	Peirce/White	50.00%	50.00%	Worldwide
601556	Stay For A While	Angie Stone	Wynn/Stone/Hamilton	10.00%	10.00%	Worldwide
537150	Stay With Me	Josh Gracin	James/Mcbride/Hughes	33.34%	33.34%	World Wide
447679	Steppin'Out	Joe Jackson	Jackson Joe/	100.00%	100.00%	World Wide
631750	Stick Up Kid	Lyfe	Jennings	100.00%	100.00%	World Wide
609554	Still Around	J-LO	Rooney/Patton	50.00%	50.00%	World Wide
129194	Stomp	Steps	Rodgers / Edwards / Topham / Twigg / Campbell	25.00%	25.00%	Worldwide
20580	Stop	Erasure	Bell/Clarke	100.00%	100.00%	World Wide
109850	Stop Being Greedy	DMX	Blackmon/Fields/Masser/Simmons	13.00%	13.00%	World wide
48892	Stranded on Death Row	Dr. Dre	Allen/Brown/Hayes/Middendorf/Nichols/Broadus/W.	11.00%	11.00%	World wide
447648	Stranger Than Fiction (Fiction)	Joe Jackson	Joe Jackson	100.00%	100.00%	World Wide
447681	Stranger Than You	Joe Jackson	Joe Jackson	100.00%	100.00%	World Wide
84037	Strawberry Fields Forever	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
338488	Streamline	System of a Down	Malakian, Tankian, Odadjuan, Dolmayan	100.00%	100.00%	World Wide
505478	Street Life	Beenie Man	Davis/Hermansen/Erikson/Kelly	33.34%	33.34%	World Wide
102024	Strong Enough	Sheryl Crow	Crow/Bottrel/Baerwald/ Gilbert/Ricketts/ Macleod	33.34%	33.34%	World Wide
526771	Stupid	Sarah McLachlan	McLachlan	100.00%	100.00%	World Wide
128011	Sugar	System of a Down	Malakian, Tankian, Odadjuan, Dolmayan	100.00%	100.00%	World Wide
06530	Sugar, Sugar	The Archies	Barry/Kim	50.00%	50.00%	US
624734	Sugar, We're Goin' Down	Fall Out Boy	Wentz, Stumph, Trohman, Hurley	100.00%	100.00%	World Wide
228004	Suggestion	System of a Down	Malakian, Tankian, Odadjuan, Dolmayan	100.00%	100.00%	World Wide
228003	Suite Pee	System of a Down	Malakian, Tankian, Odadjuan, Dolmayan	100.00%	100.00%	World Wide
64983	Supermans's Dead	Our Lady Peace	Maida/Lanni	5000.00%	50.00%	Worldwide
49509	Supernova	Liz Phair	Phair	100.00%	100.00%	Worldwide
117035	Survivor	Destiny's Child	Beyonce Knowles, Anthony Dent Matthew Knowles	47.00%	47.00%	World Wide
106528	Suspicious Minds	Elvis Presley	Zambon	100.00%	100.00%	World Wide
41893	Sweet Caroline	Neil Diamond	Diamond	100.00%	100.00%	WW
448642	Sweet Dreams of You	Patsy Cline	Gibson	100.00%	100.00%	Worldwide
67827	Sweet Surrender	Sarah McLachlan	Sarah McLachlin	100.00%	100.00%	World X Canada
599409	Swing Life Away	Rise Against	Principe/Mcilrath/Barnes/Chasse	75.00%	75.00%	World Wide
613070	Switch	Will Smith	Smith/Bennett/Holland	35.00%	35.00%	World
627747	Switchblades and Infidelity	Fall Out Boy	Peter Wentz, Patrick Stumph, Joseph Trohman	100.00%	100.00%	World Wide
601761	Take It Easy (Love Nothing)	Bright Eyes	Oberst	100.00%	100.00%	World Wide
524174	Take Me As I Am	Wyclef Jean	Jean/Duplessis/Sdawes	56.25%	56.25%	World Wide
536810	Take Me Away	Fefe Dobson	Dobson/Levine	100.00%	100.00%	World Wide
93045	Take Me Out To The Ballgame		Norworth/Von Tilzer	75.00%	75.00%	World Wide
93719	Take On Me	A-Ha	Pal Waaktaar / Magne Furuholmen / Morten Harket	100.00%	100.00%	Worldwide
131976	Take You Home With Me aka Body	R. Kelly & Jay-Z	Kelly/Carter/Barnes/Olivier	50.00%	50	
39636	Taking Care Of Business	BTO	Randy Bachman	100.00%	100.00%	World Wide
624523	Talk	Coldplay	Schult, Huetter, Bartos,Martin, Berryman, Buckland, Champion	37.50%	37.50%	World Wide
50781	TALES FROM THE CRYPT	Danny Elfman	Danny Elfman	100.00%	100.00%	World Wide
593992	Tan Solo Palabras	Marc Anthony	Estefano/Reyes	100.00%	100.00%	World Wide
447700	Target	Joe Jackson	Joe Jackson	100.00%	100.00%	World Wide
84780	Taxman	Beatles	Harrison	100.00%	100.00%	Worldwide
84780	Taxman	Beatles	Harrison	100.00%	100.00%	Worldwide
101189	Teach Your Children	Crosby, Stills, Nash & Young	G. Nash	100.00%	100.00%	World Wide
190658	Teardrop	Massive Attack	Fraser/Del Naja/Marshall/Vowles	50.00%	50.00%	World Wide
330768	Tears From the Moon	Conjure One	Baertsoen/Nowels/Steiberg	33.34%	33.34%	World Wide
109952	Tell Him	The Exciters	Russell	33.33%	33.33%	World Wide
87800	Tell Me If You Want Me To	Groove Theory	Larrieux/Wilson/Brown	50.00%	50.00%	World Wide
100312	Telluride	Tim McGraw	Cornelius/Verges	50.00%	50.00%	World Wide
105785	Temptations	Tupac Shakur	R. Troutman/L. Troutman/Murdock/Shakur/Clinton/Spradley/Harvey/Noble/Shider/	50.00%	50.00%	World Wide
4426	Ten Rounds With Jose Cuervo	Tracy Byrd	Beathard/Cannon-Goodman/ Heaney	100.00%	100.00%	World Wide
100148	Tennessee River	Alabama	Owen	100.00%	100.00%	World ex. Belgium / Holland / and Luxembourg
448807	Tennessee Waltz	Patti Page	King, Stewart	100.00%	100.00%	World Wide
75422	Texas Size Heartache	Joe Diffie	Wilson / Turner	100.00%	100.00%	Worldwide
54540	Tha Shizzit	Snoop Dogg	Young/Broadus	50.00%	50.00%	World Wide
507266	Thankful	Kelly Clarkson	Thomas/Mason/Edmons/Clarkson	20.00%	20.00%	World Wide
111151	That Ain't Gangsta	50 Cent	West/Willis/Jackson/Jackson	50.00%	50.00%	World Wide
38254	That Ain't No Way To Go	Brooks & Dunn	Dunn/Brooks/Cock	100.00%	100.00%	World Wide

SCHEDULE A

	Title	Artist	Writer(s)	Publisher	US	Territory (WW=World Wide)
1500	That's A Woman	Mark Wills	Jones/Rutherford	50.00%	50.00%	World Wide
7626	That's What I Love About Sunday	Craig Morgan	Dorsey/Narmore	83.33%	83.33%	World Wide
137540	That's What She Gets For Loving Me	Brooks & Dunn	Dunn/McBride	50.00%	50.00%	World Wide
84105	The Ballad Of John And Yoko	John Lennon	Lennon/McCartney	100.00%	64.17%	World Wide
105195	The Best Of Me	Bryan Adams	Adams/Lange	50.00%	50.00%	World Wide
46020	The Chain	Fleetwood Mac	Nicks/Fleetwood/Mcvie/McVie/ Buckingham	20.00%	20.00%	World wide
88882	The Chair	George Strait	Cochran, Dillon	50.00%	50.00%	World Wide
515443	The Chipmonk Song	Alvin & The Chipmunks	Bagdasarian	100.00%	100.00%	World X UK
114684	The Christmas Shoes	Newsong / 3 of Hearts	Ahlstrom /Carswell	50.00%	50.00%	WW
516102	The Christmas Song	n/a	Torme/Wells	50.00%	50.00%	US
137090	The Color Of Love	Babyface	Edmonds	100.00%	100.00%	World Wide
83930	The Continuing Story Of Bungalow Bill	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
48890	The Doctor's Office	Dr. Dre	Curry/Young	100.00%	100.00%	World Wide
593840	The Faded Line	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100.00%	100.00%	WW
289990	The Flame	Tina Arena	Foreman	100.00%	100.00%	World Wide
20453	The Gambler	Kenny Rogers	A.D. Schitz	100.00%	100.00%	World Wide
111148	The Good Die Young	50 Cent	West/Jackson	50.00%	50.00%	World Wide
138148	The Greatest View	Silverchair	Johns	100.00%	100.00%	World Wide
112593	The Hampster Dance Song		DeBoer / Grace / Miller	66.67%	66.67%	SMP controls only in US, Canada, Central America ans Mexico
43903	The Heart Is A Lonely Hunter	Reba	Williams / Sanders / Hill	33.33%	33.33%	World wide
543724	The Loneliness	Babyface	Edmonds	100.00%	100.00%	World Wide
84120	The Long And Winding Road	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00%	World Wide
597848	The Love Of Richard Nixon'	Manic Street Preachers	Bradfield, James Dean /Jones, Nicholas / Moo	100.00%	100.00%	World Wide
136210	The Mexican 2002 (English)	Thalia	Rooney/Barnes/Olivier/ Shacklock	60.00%	60.00%	World Wide
138228	The Mexican 2002 (Spanish)	Thalia	Rooney/Barnes/Olivier/ Shacklock/Miranda	40.00%	40.00%	World Wide
133808	The Music's No Good Without You	Cher	Thomas / Taylor / Cher / Barry	80.00%	80.00%	Worldwide
92521	The Nanny Theme		Hampton Callaway	100.00%	100.00%	Worldwide
554459	The Nigga You Love To Hate	Ice Cube	Arrington/Parker/Carter/Hankerson/Sadler/Spradle y/Clinton/Shider/Ice Cube	45.00%	45.00%	World Wide
84010	The Night Before	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
137925	The Only Thing That Looks Good On Me Is You	Bryan Adams	Adams/Lange	50.00%	50.00%	World Wide
101403	The Robots	Kraftwerk	Hutter, Schneider, Bartos	83.33%	83.33%	Worldwide
51531	The Secret Of Life	Faith Hill	Peters	100.00%	100.00%	Worldwide
128438	The Sentinel	Theme	Cooper / Mariette	50.00%	50.00%	Worldwide
125943	The Urban Theme	Musze	Menard/Ragin	50.00%	50.00%	Worldwide
131734	The Way I Feel About You	Lyte	Jennings	100.00%	100.00%	World Wide
19464	The World Needs a Drink		Beathard / Church	100.00%	100.00%	Worldwide
97819	Theme - Eastenders		May	100.00%	100.00%	World Wide
113739	Theme - Fraggles		Balsam	100.00%	100.00%	World Wide
286010	Theme - King of Queens		Goldsmith Joshua/Gross Andrew/Yuspa Catha	100.00%	100.00%	World Wide
149828	Theme - Moonlighting		Holdridge	100.00%	100.00%	World Wide
109770	Then The Morning Comes	Smashmouth	Camp / Barry	25.00%	25.00%	Worldwide
123774	There She Goes	Babyface	Edmonds/Hugo/Williams	33.34%	33.34%	World Wide
338366	These Days	Rascal Flatts	Robson, Steele, Wells	33.34%	33.34%	Worldwide
157420	They Don't Know	Jon B	Buck/Kelly/Robinson	33.33%	33.33%	World Wide
99451	Thief	Our Lady Peace	Maida/Lanni	5000.00%	50.00%	Worldwide
127192	Think It's A Game	Jay-Z	Carter/ Easley/Grant/Parker/ Patrick/Ties	35.00%	35.00%	Worldwide
67558	Think Of You	Usher	Jeffrey/Combs/Thompson/Evans/Jones	50.00%	50.00%	World Wide
78410	Thinkin' About You	Trisha Yearwood	Regan / Shapiro	33.75%	33.75%	Worldwide
130152	Third Rock From The Sun	Joe Diffie	Martin / Greenbaum / Whipple	25.00%	25.00%	Worldwide
516238	This I Swear	Nick Lachey	Eriksen/Reid	50.00%	50.00%	WW
252836	This Life Forever	Jay-Z feat Missy Elliot	Shawn Carter/Yvonne Covay/William Jackson	23.13%	23.13%	World Wide
131183	Three Wooden Crosses	Randy Travis	Williams/Johnson	50.00%	50.00%	World Wide
499939	Through The Rain	Mariah Carey	Carey/Cole	100.00%	100.00%	World Wide
90484	Thunderbirds	Theme	B. Gray	100.00%	100.00%	World Wide
554872	Thunderbirds Are Go	Busted	T. Fletcher/J.Bourne/B. Gray, M. Sargent/C. Simpson	25% Sony	25.00%	World Wide
84048	Ticket To Ride	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
113007	Till You Do Me Right	After 7	Edmons/Edmons/Edmons	75.00%	75.00%	World Wide
17846	Time After Time	Cyndi Lauper	Lauper/Hyman	50.00%	50.00%	World Wide
549175	Together	Avril Levigne	Kievlazuk/Levigne	50.00%	50.00%	World Wide
500266	Tom Jones International	Tom Jones	Jean, Jones, Duplessis	37.50%	37.50%	World Wide
60680	Tomorrow	Silverchair	Johns / Giles	100.00%	100.00%	Worldwide
84050	Tomorrow Never Knows	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
78102	Tonite	Snoop Dogg	Durham/Blake	30.00%	30.00%	World Wide
117068	Tougher Than Nails	Joe Diffie	Marvel/O'Donnell/Barnes	33.34%	33.34%	World Wide
101406	Tour De France	Kraftwerk	Hutter/Shult/Bartos	83.34%	83.34%	US
	Toxicity	System of a Down	Malakian, Tankian, Odadjian, Dolmayan	100.00%	100.00%	World Wide
131850	Tragedy	Marc Anthony	Rooney/Thomas	50.00%	50.00%	World wide
101422	Trans Europe Express		Schult/Hutter	100.00%	100.00%	World wide
80439	Transformers Theme	n/a	Kinder/Bryant	100.00%	100.00%	World Wide
131260	Tribute To A Woman	Gnuwine	Oliver / Lumpkin	50.00%	50.00%	Worldwide
555853	Triple Trouble	Beastie Boys	Diamond, Michael Louis; Edwards, Bernard; Horowitz, Adam; Rodgers, Nile Gregory; Yauch, Adam Nathaniel	25.00%	25.00%	Worldwide
414	Trouble	Elvis Presley; Travis Tritt	Chesnut	100.00%	100.00%	World Wide
37836	True Colors	Cyndi Lauper	Steinberg / Kelly	100.00%	100.00%	Worldwide
526491	Try	Nelly Furtado	West/Furtado	40.00%	40.00%	World Wide
332852	Trying to Find Atlantis	Jamie O'Neal	Waters/Turner	100.00%	100.00%	World Wide
213099	Tu	Shakira	Mebarak/O'brien	50.00%	50.00%	World Wide
593998	Tu Amor Me Hace Bien	Marc Anthony	Estefano	100.00%	100.00%	World Wide
156474	Tu Carcel	Enanitos Verdes	Solis	100.00%	100.00%	World Wide
330077	Tu Y Yo	Thalia	Salgado/Reyes	100.00%	100.00%	World Wide

SCHEDULE A

Song ID	Title	Artist	Writer	Percentage Collected	US Territory (WW=World Wide)
79051	Turn It Up	Josh Gracin	James/McHugh	50.00%	50.00% World Wide
1952	Tutti-Frutti	Little Richard	Penniman	100% Sony/ATV Songs	100.00% World Wide
35283	Twilight Zone	Golden Earring	Kooymans	100.00%	100.00% World Wide
84129	Two Of Us	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00% World Wide
133945	Two Wrongs	Wyclef	Jean/Duplessis	75.00%	75.00% World Wide
634958	U Already Know	112	Garrett/Edwards/Twelve/Ivers/Parker	50.00%	50.00% World Wide
506457	U Wanna Be Me	Nas	Jones / Thompson	20.00%	20.00% WW
319011	Underneath Your Clothes	Shakira	Mebarak/Mendez	7500.00%	75.00% World
593620	Unreachable	Ashley Simpson	Simpson, Mann, Fox, Nevil, Fraxier	20.00%	20.00% World Wide
	Up, Up And Away	5th Dimension	Webb	Sony/Lastrada 46.25%	46.25% World Wide
53827	Upside Down	X3	Edwards / Rodgers	50% Sony/ATV Songs LLC	50.00% Worldwide
593994	Valio la Pena	Marc Anthony	Estefano/Anthony	100.00%	100.00% World Wide
117146	Video	India Arie	Broady/Hargis/Sanders/Simpson	60.00%	60.00% World Wide
	Vindicated	Dashboard Confessional	Christopher Carraba	16.67%	16.67% World Wide
134126	VMendo	Marc Anthony	Anthony/Osorio/Villamizar	15.00%	15.00% World Wide
593987	Volando Entre Tus Brazos	Marc Anthony	Estefano/Reyes	100.00%	100.00% World Wide
	Walk Away	Kelly Clarkson	Kreviazuk/Maida/Dioguardi/Clarkson	30.00%	30.00% World Wide
111068	Walk Like A Man	Tim McGraw	Douglas	100.00%	100.00% World wide
597019	Walk Tall	John Mellencamp	Mellencamp	100.00%	100.00% World wide
47424	Water Runs Dry	Boyz II Men	Edmonds	100.00%	100.00%
134138	Way Of Life	Lil Wayne	Quaites/Williams/Fresh/Carter	12.50%	12.50% World Wide
53829	We Are Family	Sister Sledge	Rodgers/Edwards	50% Sony/ATV Songs LLC	50.00% World Wide
603437	We Are Nowhere And It's Now	Bright Eyes	Oberst	100.00%	100.00% World Wide
227734	We Be Clubbin'	Ice Cube	Cousin/Jackson	50%	50.00% World Wide
619755	We Belong Together	Mariah Carey	Sear / Johnson / Bristol / Edmonds / Carey / Dupri /	13%	12.81% World Wide
84052	We Can Work It Out	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00% World Wide
545116	We Carry On	Tim McGraw	Douglas, Slater	50.00%	50.00% World Wide
93883	We Don't Talk Anymore	Cliff Richard	A. Tarney	100.00%	100.00% World Wide
117684	Weapon of Choice	Fatboy Slim	Slater / Cook / Collins	33.33%	33.33% Worldwide
8911	Welcome To My World	Jim Reaves; Eddy Arnold	Winkler/Hathcock	50.00%	50.00% World Wide
36328	We'll Burn That Bridge	Brooks & Dunn	Cook/Dunn	100.00%	100.00% World Wide
69509	We're Not Making Love No More	Dru Hill	Edmonds	87.50%	87.50% World Wide
298058	West End Girls	Pet Shop Boys	Tennant/Lowe	100.00%	100.00% World Wide
251170	What About Love?	Heart	Allen/Alton/Vallance	66.00%	66.00% World Wide
74085	What Do I Have To Do	Kylie Minogue	Stock/Aiken/Waterman	33.34%	33.34% World Wide
298083	What Have I Done To Deserve This	Pet Shop Boys	LOWE CHRISTOPHER SEAN, TENNANT NEIL FRANCIS, WILLIS ALTA SHERRAL	66.67%	66.67% World Wide
124718	What If	Babyface	Edmonds	100.00%	100.00% World Wide
127058	What If She's An Angel	Tommy Shane Steiner	Wayne B.	100.00%	100.00% Worldwide
507909	What Is Love	Vivian Green	Green/Osunlade/Sample/Robertson	33.33%	33.33% World Wide
599679	What Is It	EA Ski featuring Frontline	Shon Adams/Davood Asgari/Ameer Loggins/Mark Ogleton	75.00%	75.00% World wide
137755	What It Ain't	Josh Turner	Mensy/Criswell	100.00%	100.00% World Wide
693838	What I've Become	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100.00%	100.00% WW
131969	What The World Needs	Wynonna	James/Lamar	50.00%	50.00% World Wide
133936	What Was I Thinkin'	Dierks Bently	Bently/Beavers/Ruttan	100.00%	100.00% World Wide
525827	Whatever Happened To the Heros	Joss Stone	Billy Mann/ A. Moore/ Chris Rojas	35.00%	35.00% World Wide
449039	Wheel Of Fortune Theme	n/a	Griffin	100.00%	100.00% World Wide
517675	Wheels	Josh Gracin	Wilhelm/James	100.00%	100.00% World Wide
43743	When Can I See You Again	Babyface	Edmonds	100.00%	100.00% World Wide
543497	When I Think About Cheatin'	Gretchen Wilson	Wilson/McGhee/Rich	33.34%	33.34% World Wide
84056	When I'm 64	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
131816	When The Sun Goes Down	Kenny Chesney	James	100.00%	100.00% World Wide
111528	When You Say You Love Me	Josh Groban	Scofield/Hammond	50.00%	50.00% World Wide
319375	Whenever, Wherever	Shakira	Mebarak/Mitchell/Estefan	75.00%	75.00% World Wide
	Where Is Your Heart	Kelly Clarkson	Kreviazuk/Clarkson/Dioguardi	50.00%	50.00% World Wide
106767	Where You Are	Jessica Simpson	Watters/Biancaniello/ Stamatopoulou/Lachey	90.00%	90.00% World wide
104889	While You Loved Me	Rascal Flatts	Kim Williams / Dale Dodson / Danny Wells	66.66%	66.66% Worldwide
26424	Whip Appeal	Babyface	Edmonds/Reid	83.14%	83.14% World Wide
524190	Whiskey Girl	Toby Keith	Emerick/Keith	50.00%	50.00% World Wide
117436	Whiskey Lullabye	Brad Paisley and friends	Anderson/Randall	50.00%	50.00% World Wide
46881	Whiskey Under The Bridge	Brooks & Dunn	Brooks/Dunn/Cook	100.00%	100.00% World Wide
549178	Who Knows	Avril Lavigne	Kreviazuk/Lavigne	50.00%	50.00% World Wide
517463	Why Can't I?	Liz Phair	Phair/Edwards/Spock/Christy	25.00%	25.00% World Wide
103063	Why Does It Always Rain On Me	Travis	F. Healy	100.00%	100.00% World Wide
84057	Why Don't We Do It In The Road	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
127600	Why Georgia	John Mayer	John Mayer	100.00%	100.00% World wide
537695	Why?	Ricky Fante	Deutsch/Fante/Harris/Kats	35.00%	35.00% Worldwide
113576	Wild	Poe	Danielewski Annie	58.00%	100.00% World Wide
79560	Wink	Neal McCoy	Diplero / Shapiro	50.00%	50.00% WW
94364	Wired For Sound	Cliff Richard	Tamey/Robertson	50.00%	50.00% World Wide
	Writing to Reach You	Travis	Healy	100.00%	100.00% World Wide
79389	Witch Doctor	Alvin & The Chipmunks		33.33%	33.33% US & Canada
4059	With A Little Help From My Friends	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
300604	With Me	Lonestar	James/Verges	50.00%	50.00% World Wide
518060	With You	Jessica Simpson	Mann/Marvel/Simpson	38.00%	38.00% World Wide
84782	Within You, Without You	Beatles	Harrison	100.00%	100.00% Worldwide
112996	Wonderwall	Oasis	Gallagher	100.00%	100.00% World Wide
552318	Won't Be Lonely Long	Leann Rimes	Peirce/Pinson	50.00%	50.00% World Wide

SCHEDULE A

	Word	Beatles	Lennon / Mccartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
4060						
526783	World on Fire	Sarah McLachlan	McLachlan/Marchland	25%	25.00%	Worldwide
204743	Wrong Side Of Da Tracks	Artifacts	Anadon/Brown/Ray/Williams	50.00%	50.00%	World Wide
	Xtacey Jones	Dru Hill	Quaites/Pearson/Ruffin/Woodard/Weatherspoon	50.00%	50.00%	World Wide
447370						
443068	XXL	Keith Anderson	DiPiero, Anderson	50.00%	50.00%	World Wide
540198	Y Que Ya A Ser De Mi	Victoria	Roberto Livi, Rudy Perez	50.00%	50.00%	World Wide
507594	Y Todo Queda en Nada	Ricky Martin	Estefano/Reyes	100.00%	100.00%	Universe
271838	Y Ya Sigo Aqui	Paulina Rubio	Salgado	100.00%	100.00%	World Wide
6007	YAKETY SAX (THE BENNY HILL SHOW)	BOOTS RANDOLPH	Randolph, Rich	100.00%	100%	Worldwide excluding UK, Ireland, France, Germany, Australasia, Netherlands, Belgium, S. Africa, Brazil
84062	Yellow Submarine	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
84065	Yesterday	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
28742	You	Ten Sharp	Hermes, Niels/Groen, Tom	100.00%	100.00%	World Wide
39837	You Ain't Seen Noghin' Yet	BTO	Randy Bachman	100.00%	100.00%	World Wide
136124	You Are Everything	Dru Hill	Cousin/Andrews	50.00%	50.00%	World Wide
447768	You Can't Get What You Want	Joe Jackson	Joe Jackson	100.00%	100.00%	World Wide
138355	You Can't Take The Honky Tonk Out Of The Girl	Brooks & Dunn	Diplero/Allmand	50.00%	50.00%	World Wide
450408	You Got It	Roy Orbison	Petty/Lynn/Orbison	25.00%	25.00%	World Wide
188450	You Gots to Chill	EPMD	Sermon Erick S; Smith Parrish Joseff; Troutman Roger	31.25%	31.25%	World Wide
329474	You Know That I Love You	Donnell Jones	Hawkins/Smith/Absolam	33.34%	33.34%	World Wide
84130	You Never Give Me Your Money	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00%	World Wide
220699	You Really Got Me	The Kinks	Ray Davies	100.00%	100.00%	US, Canada, & Mexico
99866	You Sang To Me	Marc Anthony	Cory Rooney, Marc Anthony	100.00%	100%	Worldwide
507306	You Thought Wrong	Kelly Clarkson	Clarkson/Edmonds/Mason/Thomas/Tamyra	20.00%	20%	World Wide
157143	You Used To Love Me	Faith Evans	Combs/Evans/Thompson	40.00%	40%	Worldwide
195195	You Won't Ever Be Lonely	Andy Griggs	Griggs, Jones	50.00%	50%	Worldwide
127603	Your Body Is A Wonderland	John Mayer	Mayer	100.00%	100%	World wide
450541	Your Cheatin Heart	Hank Williams	Hank Williams	100.00%	100.00%	World Wide
84069	Your Mother Should Know	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
548033	Your Pops Don't Like Me	Nick Cannon	Troutman, Smith, Simon, Jackson, Cannon, Barrett, Telusma, Battiste, Campbell, Hutchinson	48.12%	48.12%	World Wide

EXHIBIT CO 0526

Document Category

Licenses

Song Code(s):

US Song Code(s)

Song Title(s): N/A

Composer(s): N/A

License Type (circle one): Mech., Synch, Print, Dual Disc - Other: RINGTONE

Recording Artist: N/A

Product Title: N/A

Licensee: REDACTED

Product Number: N/A

Description: Blanket Ringtone License Agreement w/ Schedule A

January 13, 2006 Agreement

BLANKET RINGTONE LICENSE AGREEMENT

This ringtone license agreement (the "Agreement") is made and entered into as of January 13, 2006 (the "Effective Date"), by and between SONY/ATV MUSIC PUBLISHING LLC, a Delaware limited liability company, 550 Madison Avenue, New York, New York 10022 (hereinafter "Publisher" or "Sony"), on the one hand, and

REDACTED (hereinafter, "Company"), on the other.

WHEREAS, Publisher owns, controls and/or administers the rights in and to certain Compositions (as defined below) (the "Sony Catalog"); and

WHEREAS, Company desires to select certain Compositions from the Sony Catalog and incorporate them into Ringtones (as defined below), and Publisher desires to grant Company a license to so use the Compositions, subject to the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

1. GRANT OF RIGHTS/RESTRICTIONS/PROCEDURES

(a) Publisher hereby grants to Company a non-exclusive right and license throughout the Territory to do the following with respect to the Compositions in the Sony Catalog: (i) to record, at Company's sole expense, up to thirty (30) seconds of each Composition in the Sony Catalog and to create one (1) or more Ringtones embodying each such Composition, and to authorize Approved Sublicensees to do the same; provided, however, that no such adaptation shall change the basic melody or fundamental character of any such Composition; (ii) to Sell and otherwise distribute Ringtones solely as permitted hereunder, and to authorize Approved Sublicensees to do the same; (iii) to copy, reproduce, store and transmit Ringtones solely to the extent necessary to exploit the Ringtones as specifically set forth herein, and to authorize Approved Sublicensees to do the same; (iv) to synchronize the Compositions in timed relation with still, animated, or moving visual images; (v) to grant a perpetual license to each End User who lawfully receives Ringtones from a Service to use and exploit such Ringtones as permitted by the terms and conditions under which an End User is permitted to use the Ringtones concerned, and to authorize Approved Sublicensees to do the same; and (vi) to use the titles of the Compositions embodied in Ringtones and the names of the writer(s)/composer(s) of such Compositions solely as factual identifiers when making Ringtones available to End Users on a Service, and to authorize Approved Sublicensees to do the same.

(b) Notwithstanding anything to the contrary set forth herein, the rights granted hereunder do not include the right to use the music or the lyrics of any Composition in connection with any advertisement or commercial or in any printed form. In addition, neither the music nor the lyrics of the Compositions shall be used or positioned in a manner that could be construed as an endorsement of, advertising or promotion for any product or service, including, without limitation, any product or service of Company, any or any Approved Sublicensee, without Publisher's prior written consent.

(c) All rights not specifically granted herein are reserved by Publisher. For the avoidance of doubt, the rights granted hereunder do not include the right to publicly perform Ringtones by any means or for any purpose, including, without limitation, preview or

demonstration purposes. Company is solely responsible for, and shall pay all costs associated with, obtaining such performing rights licenses directly from the applicable performing rights society, including, without limitation, ASCAP, BMI, SESAC or any other applicable third party.

(d) Attached hereto as Schedule A is a list of Compositions from the Sony Catalog that Company desires to use in Ringtones as of the Effective Date. If at any time during the Term Company wishes to amend Schedule A to include additional Compositions, Company shall provide Publisher with written notice of its desire to amend Schedule A and include the titles of the additional Compositions. Company shall not use any such Compositions until Company receives written notice from Publisher confirming that such additional Compositions may be used and setting forth the relative ownership and/or income interests of the copyright proprietors of each Composition concerned. All requests by Company to amend Schedule A shall be sent in writing to Todd Ellis, Licensing Manager, Sony/ATV Music Publishing LLC, 8 Music Square West, Nashville, TN 37203 todd_ellis@sonymusic.com.

2. COMPANY OBLIGATIONS

(a) Company agrees to comply with any and all restrictions communicated to Company by Publisher relating to a specific Composition relative to Territory, name and likeness, use restrictions and any other restrictions to which Publisher may be subject.

(b) Publisher may request in writing that Company and each Approved Sublicensee cease exploiting any Composition hereunder, for any reason or no reason at all. For the avoidance of doubt, it is understood that all third party licensees shall be treated equally with respect to the foregoing provision. Company shall terminate its use and exploitation of the specified Compositions within ten (10) days after receiving notice of such request from Publisher.

(c) At all times during the Term, the Ringtones shall be stored, hosted, secured, served and delivered in accordance with Company's security practices, which shall at a minimum provide a reasonable level of security for all Ringtones hereunder. If during the Term more advanced security technology becomes readily available in the marketplace and is generally adopted as an acceptable standard, Company shall store, host, secure, serve and deliver the Ringtones pursuant to such more advanced technology. If a breach of security occurs, or if Publisher reasonably believes that a breach in security will occur in connection with the servers or network components used for the Ringtones, such that unauthorized access to the Ringtones is or may become available, then Company will immediately, but in no event later than within twenty-four (24) hours after notice from Publisher, prevent access to the Ringtones, and Company's license rights hereunder will be suspended until such time as the security breach is cured to Publisher's satisfaction. Company shall immediately report to and notify Sony in writing of all server breaches and all forms of "hacking" that expose the Ringtones to unauthorized access.

(d) Company shall, at Publisher's request, enable five (5) designees of Publisher to freely and without charge or expense to Publisher receive Ringtones as an End User of the Service for the purpose of evaluating the quality of the Ringtones concerned and ensuring Company's adherence to the terms and conditions of this Agreement. Publisher shall provide the names of its designee(s) to Company in writing promptly after Publisher makes such request.

3. **TERM**

The Term of this Agreement shall commence on the Effective Date and end on the date that is twelve (12) months thereafter, unless earlier terminated by either party hereto as hereinafter set forth.

4. **ADVANCE**

(a) Reference is made to the Agreements, dated January 13, 2005 and May 21, 2004, between you and us (the "Prior Ringtone License Agreements"). Pursuant to the prior Ringtone License Agreements, you paid us and advance in the amount of REDACTED REDACTED respectively. The parties hereto acknowledge that the advances have not been recouped.

(b) No advance is payable under this agreement.

5. **RINGTONE LCENSE FEES**

As full and sufficient consideration of the rights granted herein, Company shall pay Publisher the following:

(a) Ringtone License Fees.

(i) As full and sufficient consideration of the rights granted herein, Company shall pay to Publisher the following in respect of each Composition REDACTED owned and/or controlled by Publisher embodied in a Ringtone:

(1) For each Sale of an Animated Ringtone: the greater of REDACTED

(2) For each Sale of a Polyphonic, Monophonic, or Master Ringtone: the greater of REDACTED (the "Standard Ringtone Fee").

(ii) If Publisher does not own and/or control REDACTED) of a Compostion embodied in a Ringtone, the amounts set forth in section 5(a)(i) above shall be pro-rated in proportion to Publisher's ownership or administrative share as set forth on Schedule A attached hereto.

(b) Fixation Fees.

(a) In respect of each Composition set forth on Schedule A attached hereto, a non-refundable, non-recoupable fixation and administration fee in the amount of REDACTED (the "Standard Fixation Fee") in respect of the initial fixation of each such Composition, payable promptly after Company's execution hereof. In the event Schedule A is amended to include additional Compositions, the Standard Fixation Fee in respect of each such additional Composition shall be payable in

connection with the accounting statement rendered to Publisher pursuant to paragraph 6 hereof immediately following the addition of the Compositions concerned. For the avoidance of doubt, if more than one Ringtone is created using the same Composition, Company shall pay an Standard Fixation Fee in respect of each such Ringtone.

(c) If at any time during the Term hereof Company pays any license fee, royalty, advance, and/or other monies, or offers any other financial terms or economic benefits (collectively, the "Remuneration"), for the same or equivalent rights as granted herein to any other publisher, administrator, licensor or owner of musical compositions, or to any agent of the same (including any music industry rights society) that is greater or more beneficial than the terms set forth herein, such more favorable Remuneration shall automatically be included herein and Company shall pay and/or provide such more favorable Remuneration to Publisher retroactively to the date on which such more favorable Remuneration is granted to such other publisher, administrator or owner.

6. PAYMENTS AND ACCOUNTINGS

(a) Company shall compute and pay an amount equal to the applicable Ringtone License Fees, Fixation Fees and any other payments accrued hereunder no less than forty-five (45) days after the end of each calendar quarter of the Term, in respect of each such calendar quarterly period. In connection with each calendar quarterly accounting period, Company shall also send an accounting statement (the "Ringtone License and Fixation Fee Report") covering the calculation and determination of the Ringtone License Fees and the Fixation Fees, including the following: (i) the title of the Composition embodied in each Ringtone Sold or otherwise distributed; (ii) the writer(s)/composer(s) of the Composition concerned; (iii) the number of Sales, transmissions, downloads or other deliveries of each Composition concerned made by Company and each Approved Sublicensee; (iv) the retail price charged by Company and each Approved Sublicensee in connection with the Ringtone concerned; (v) the Net Monetary Revenue received by Company each Approved Sublicensee in connection with the Ringtone concerned; (vi) the period during which the Sale, transmission, download or other delivery of the Ringtone concerned occurred; (vii) the Ringtone License Fee and the Fixation Fee payable in respect of each Composition; (viii) all other information reasonably necessary to support all calculations of the amounts paid and which may be due; and (ix) the amount of all such fees and payments which are due for the quarterly period concerned. The information set forth in the preceding sentence shall be separately reflected for Company and each Approved Sublicensee for each region of the Territory.

(b) All payments to Publisher shall be computed in the relevant local currency and remitted in United States dollars. Each conversion from another currency for the purpose of computing such payments shall be calculated at the rate of exchange, as published by *The Wall Street Journal*, for major territory currencies, in effect on the date the statement concerned is rendered.

(c) Company shall pay interest at the rate of one percent (1.0%) per month, or the maximum rate permitted by law, whichever is less, from the date past due, on any Ringtone License Fees or Fixation Fees not paid within forty-five (45) days following the quarterly accounting period as provided herein, without prejudice to any other rights Sony may have in connection with such delinquency.

(d) Company shall maintain accurate and complete records and accounting books with regard to the licensing and exploitation of the Compositions embodied in the Ringtones, including, without limitation, all information needed to compute and verify the amounts payable to Publisher hereunder. During the Term, but not later than the date that is five (5) years following the termination or expiration of the Term, upon reasonable advance written notice, and at Sony's sole cost and expense (subject to the last sentence of this subparagraph 6(e)), Publisher will have the right to examine, or appoint a third party auditor to examine, those books and records at any time during Company's normal business hours at the place where such books and records are normally maintained; provided, however, that Sony shall be permitted to make such examination only one (1) time during any five (5) year period in connection with a particular Ringtone License Fee Report or Fixation Fee Report, as the case may be. Company will reasonably cooperate with Publisher's representatives to insure compliance with the foregoing. In the event an examination of Company's books and records reveals a deficiency in payments paid to Publisher of five percent (5%) or more of the total amount accounted to Publisher during the period of the audit, Company shall pay all reasonable out-of-pocket expenses related to the performance of such examination, including, without limitation, travel expenses, hotel expenses and per diems, together with the underpayment and interest as provided herein.

(e) For a period of five (5) years following the last day of the Term, Company shall retain all transaction data reasonably necessary for Publisher and Company to determine and verify all amounts due or payable hereunder and for accounting purposes.

6A. TAXES

Company and each Approved Sublicensee shall have the sole responsibility for collection and remittance to the appropriate taxing authorities taxes that may be imposed on sales of Ringtones by Company and each Approved Sublicensee to End Users. Taxes include sales, use, excise, gross receipts or other similar taxes. Each party hereto shall be responsible for taxes based on its own net income.

7. Omitted Without Implication

8. OWNERSHIP AND ARRANGEMENT OF COPIES

(a) Any arrangement(s) or adaptations of a Composition which Company shall cause to be made in the creation of a Ringtone shall be made at Company's sole expense and shall be created only as the result of employment-for-hire, and such arrangement or adaptation shall be a "Work Made For Hire" for Company as such term is used in the United States copyright law. Promptly after the rights granted to Company hereunder expire or terminate, Company shall be deemed to have assigned to Publisher the copyright throughout the universe to each arrangement or adaptation of such Ringtones and all renewals and extensions of copyright therein, and Company shall execute all documents reasonably necessary to evidence the assignment thereof. The arranger shall not be entitled to authorship credit or status as a collaborator or any remuneration by way of royalty or otherwise from the authors of such Composition or from Publisher or from any agent of Publisher.

(b) Notwithstanding the foregoing, Publisher hereby agrees never to use itself or license the use of the arrangements acquired pursuant to subparagraph 8(a) above to any third party, whether inside or outside the Territory or during or after the Term.

9. WARRANTIES, REPRESENTATIONS AND INDEMNITIES

(a) Publisher represents, warrants and agrees (solely with respect to its respective fractional interest in the Compositions as set forth on Schedule A attached hereto) that (i) it has the full right, power and authority to enter into this Agreement and to grant to Company all the rights hereunder on the terms and conditions set forth herein and it will not take any action which conflicts or is inconsistent with such ability, right and authority; and (ii) the use of the Compositions as contemplated hereunder shall not violate any intellectual property right of any third party and there are no actions, suits, proceedings, agreements or other impediments, actual or threatened, which would prevent or impair Publisher from performing its duties and obligations hereunder.

(b) Company warrants, represents and agrees that (i) Company has the right and power to enter into and fully perform this Agreement and Company and each Approved Sublicensee is and shall continuously be a corporation in good standing in the jurisdiction of its incorporation; (ii) Company's and each Approved Sublicensee's principal place of business is located within the United States of America; (iii) Company and each Approved Sublicensee shall track and maintain records of the countries in which each Ringtone is downloaded, transmitted, delivered or otherwise distributed; (iv) upon written instruction from Publisher, Company and Approved Sublicensee shall not license or distribute any Ringtone or Composition to any third party that is engaged in piracy, illegal activities or other unauthorized uses of the Composition, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor; (v) Company and each Approved Sublicensee has or will promptly obtain from the applicable public performance licensing society or organization a license to publicly perform the Ringtones throughout the Territory; (vi) Company and each Approved Sublicensee will not, and shall not authorize any person or entity to change the basic melody or fundamental character of any Composition; (vii) Company and each Approved Sublicensee will not cause, through its actions and/or omissions, any and all so-called "viruses," "worms" and/or "destructive codes" (as those terms are commonly understood in the United States computer industry) to be embodied in any Ringtones; (viii) Ringtones shall be made available by Company and Approved Sublicensees exclusively to authorized End Users; (ix) Ringtones will not be offered in a manner that could be construed by a reasonable person as an endorsement or sponsorship of any product, service, person or entity, as a so-called "commercial tie-up" or "commercial tie-in" or any similar use, directly or indirectly, in whole or in part; and (x) Company and each Approved Sublicensee will not synchronize any Ringtone hereunder with any visual image which contains material that Sony deems patently offensive or which, in the reasonable judgment of its attorneys, might subject Sony to unfavorable regulatory action, violate any law, infringe the rights of any person or entity, or subject Sony to liability for any reason.

You warrant and represent that you shall cause all Approved Sublicensees and other persons or entities providing services in connection with the Ringtones embodying Compositions hereunder to abide by the terms and conditions of this Agreement, and any breaches by such persons or entities shall be deemed breaches by Company, including, without limitation, for purposes of indemnification under section 10(d)(1).

(c) (1) Publisher shall indemnify and hold harmless Company from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorney's

fees and costs) arising out of or incurred as a direct result of any breach by Publisher of any warranty, representation, agreement or undertaking made by Publisher in this Agreement (individually and collectively, "Publisher Claims");

(2) In the event of any Publisher Claim: (i) Company shall notify Publisher of the Publisher Claim concerned promptly following the date that Company becomes aware of it; (ii) Publisher shall defend against the Publisher Claim concerned (at Publisher's own expense) through legal counsel selected by Publisher; and (iii) each party shall reasonably cooperate with the other in the defense of the Publisher Claim concerned. Publisher may not settle a Publisher Claim without Company's prior written consent, which consent shall not be unreasonably withheld or delayed. Publisher shall be solely responsible for the amount of any settlement or judgment for such Publisher Claim and all legal expenses and counsel fees incurred by Publisher in connection therewith. Company shall have the right at all times to actively participate in the defense of any Publisher Claim and to employ legal counsel selected by Company at Company's own expense, it being understood that Publisher shall have the right at all times, in Publisher's sole discretion, to maintain control of the conduct of the defense.

(d) (1) Company shall indemnify and hold harmless Publisher and Publisher's affiliates from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorney's fees and costs) arising out of or incurred as a direct result of (i) any breach by Company of any warranty, representation, agreement or understanding made by Company in this Agreement; and (ii) any claims that result from any use of the Compositions by Company that are not expressly authorized by this Agreement; (individually and collectively, "Company Claims").

(2) In the event of any Company Claim: (i) Publisher shall notify Company of the Company Claim concerned promptly following the date that Publisher becomes aware of it; (ii) Company shall defend against the Company Claim concerned (at Company's own expense) through legal counsel selected by Company; and (iii) each party shall reasonably cooperate with the other in the defense of the Company Claim concerned. Company may not settle a Company Claim without Publisher's prior written consent, which consent shall not be unreasonably withheld or delayed. Company shall be solely responsible for the amount of any settlement or judgment for such Company Claim and all legal expenses and counsel fees incurred by Company in connection therewith. Publisher shall have the right at all times to actively participate in the defense of any Company Claim and to employ legal counsel selected by Publisher at Publisher's own expense, it being understood that Company shall have the right at all times, in Company's sole discretion, to maintain control of the conduct of the defense.

10. TERMINATION

(a) If either party hereto fails to comply with any of the material terms or conditions of this Agreement (the "Defaulting Party"), the other party hereto (the "Non-Defaulting Party") may (without prejudice to any other rights the Non-Defaulting Party may have) terminate this Agreement by giving the Defaulting Party thirty (30) days' prior written notice to cure its breach or default. If the Defaulting Party does not cure its breach or default within such thirty (30) day period, the Non-Defaulting Party may forthwith terminate this Agreement upon written notice to the Defaulting Party. Any notice of termination shall be effective as of the date of such notice, but in no event sooner than three (3) business days after the Defaulting Party's receipt of such notice. Notwithstanding anything to the contrary, this Agreement will terminate automatically, without notice (if permitted under applicable law), if any of the following occurs:

(i) Company is dissolved or its assets are liquidated, or if Company becomes insolvent; or

(ii) A bankruptcy proceeding for a reorganization or for other relief from the claims of creditors, or any similar proceeding takes place with respect to Company or its assets.

(iii) Company ceases doing business in the ordinary course and/or there is a substantial diminution in the ability of Company to effectively carry on its business in general or any aspect thereof or the business of a Service in particular.

(iv) Company breaches any of Company's material representations, warranties, covenants or obligations hereunder, or Company fails to fulfill its material obligations hereunder; provided, however, that such breach is not cured within twenty (20) days from Company's receipt of Sony's notice of such breach.

(v) Company fails to timely make payments required hereunder or render any information or documents required to be furnished or otherwise made available to Publisher as and when required hereunder; provided, however, that with respect to any such breach Company shall have a period of five (5) days from its receipt of Publisher's notice of such breach in which to cure said breach.

(vi) Company uses a Composition in a Ringtone without first notifying Publisher in writing of the title of the Composition concerned and receiving approval for the use of such Compositions from Publisher.

(vii) Company licenses the rights hereunder to a third party that is not an Approved Sublicensee as set forth herein.

(b) The expiration or termination of this Agreement shall not relieve either party hereto of responsibility for obligations incurred prior to termination.

(c) Upon the expiration or termination of this Agreement, all rights of Company, and Approved Sublicensees in and to the Compositions shall terminate except as otherwise provided herein, Company shall remove, return or destroy all Ringtones embodying the Compositions hereunder, and Company shall pay all monies then due or to become due to Sony pursuant to paragraph 5 hereof.

(d) Anything to the contrary herein notwithstanding, the rights of End Users in respect of Ringtones lawfully obtained under section 1(a)(v) hereof shall survive any expiration or termination of this Agreement.

(e) The terms, provisions, representations, and warranties contained in this Agreement which are intended to survive the expiration or termination of this Agreement will so survive and continue in full force and effect until they are satisfied in full or by their nature expire.

11. DEFINITIONS

(a) Intentionally Omitted Without Implication.

(b) "Approved Sublicensee(s)" shall mean those entities approved by Publisher as set forth on Schedule B attached hereto. Additional third parties may be added to Schedule B, subject to Sony's prior written approval. If no Schedule B is attached hereto, Company shall be deemed to have no Approved Sublicensees and Company shall have no right to grant the rights granted herein to any third party. For the avoidance of doubt, Approved Sublicensees shall not have the right to license the rights granted to them by you hereunder.

(c) "Compositions" means those musical works, solely to the extent that they are owned and/or controlled by Publisher in and throughout the Territory, which Publisher has approved for use by Company in the creation of Ringtone(s) as set forth on Schedule A, attached to and made a part hereof, as such Schedule A may be amended in writing from time to time as hereinafter provided.

(d) "End User" means any person within the Territory who receives a Ringtone or to whom a Ringtone is distributed and/or transmitted for the purpose of being written or otherwise stored in the memory of such End User's selected Wireless Device.

(e) "Company Revenue" means (a) the Net Monetary Revenue received by, or due and owing to, Company and each Approved Sublicensee from the Sale by Company and each Approved Sublicensee, as applicable, of a Ringtone via a Service, calculated by using the Sale price of the Ringtone concerned charged by Company and each Approved Sublicensee, as applicable, to an End User; and (b) the reasonable value of goods, services or credits received by Company and each Approved Sublicensee from any source in lieu of cash payments for the exploitation of Ringtones licensed hereunder. For the avoidance of doubt, if Company sublicenses any Ringtone to an Approved Sublicensee, it is the Sale price of the Ringtone to the End User charged by the Approved Sublicensee concerned, and not any lesser sublicensing fee paid by the Approved Sublicensee to Company, that shall be used as a basis to determine Company Revenue. "Net Monetary Revenue" means gross revenue, excluding value added, use, sales or other similar taxes to be collected for payment to the applicable taxing authority(ies), but excluding, for the avoidance of doubt, rebates, in connection with such Sale.

(f) "Ringtone" means an audible electronic code, whether or not such code embodies a sound recording, embodying a performance of a pre-determined synthesized melodic fragment of a Composition, whether monophonic, polyphonic, midi, WAV, SMAF, AMR, MP3 or other formats created for the purpose of causing a Wireless Device to play such fragment for use as an identifier or as an element of an identifier of an activity on such Wireless Device, such as the receipt of an incoming signal.

(i) "Animated Ringtone" shall mean a Ringtone that is synchronized in timed relation with an animated, still or moving visual image.

(ii) "Master Ringtone" shall mean a Ringtone consisting of a compressed audio file of an excerpt of a master recording of a Composition.

(iii) "Monophonic Ringtone" shall mean a Ringtone in the MIDI format consisting of a single melodic voice.

(iv) "Polyphonic Ringtone" shall mean a Ringtone in the MIDI format consisting of multiple melodic voices.

(g) "Sale", "Sell" or "Sold" means any action whereby an End User in the Territory obtains from Company or an Approved Sublicensee a complete or useable copy of a Ringtone that is capable of being written or otherwise stored in the memory of a Wireless Device. For the avoidance of doubt, a Sale shall include any action described in the preceding sentence which occurs during a promotion, contest, give-away or any other distribution of a Ringtone for no consideration or consideration other than the then-current full retail price. For the avoidance of doubt, Ringtones shall not be installed on or delivered to Wireless Devices prior to the purchase of such Wireless Devices by End Users (i.e., they shall not be embedded into Wireless Devices prior to the purchase of such Wireless Devices by End Users).

(h) "Service" means the provision of a Ringtone via a range of service channels, including, but not limited to, the Internet, cable, satellite, web, wireless application protocol (a/k/a WAP), wireless local area network (a/k/a WLAN), Bluetooth technology (infrared or other similar radio wave technology), wired connection from a local computer, short or smart messaging service (a/k/a SMS), subsequent corresponding technologies or any other form of distribution or transmission of Ringtones.

(i) "Term" means the period specified in Article 3 herein.

(j) "Territory" means the United States of America, Puerto Rico, Dominican Republic and Mexico.

(k) "Wireless Device" shall mean an electronic device typically designed to be used for, among other purposes, mobile voice and/or data communications, and includes, without limitation, wireless communication terminals, handsets, mobile phones, pagers, personal digital assistants and accessories which are capable of receiving a Ringtone.

12. ASSIGNMENT

Publisher may assign its rights under this Agreement in whole or in part to any subsidiary, affiliated or controlling corporation or company, to any Person owning or acquiring a substantial portion of the stock or assets of Publisher, or to any partnership or other venture in which Publisher participates, and such rights may be similarly assigned by any assignee. No such assignment shall relieve Publisher of any of Publisher's obligations hereunder. Company may assign its rights hereunder to any affiliate or any other person in connection with the sale or transfer of substantially all of its assets, provided, however, that Company shall not assign this agreement to a competitor of Publisher or to an entity engaged in the business of manufacturing, distributing and/or selling (i) blank or digital recording media for the purpose of facilitating the resale thereof, or (ii) products designed to circumvent copy protection mechanisms.

13. FORCE MAJEURE

If because of: an act of God; inevitable accident; fire; lockout, strike or other labor dispute; riot or civil commotion; act of public enemy; enactment, rule, order or act of any

government or governmental instrumentality (whether federal, state, local or foreign); failure of technical facilities; failure or delay of transportation facilities; any or other cause of a similar or different nature not reasonably within Publisher's or Company's control (a "Force Majeure Event"); Publisher or Company, as the case may be, is materially hampered in the performance of its obligations hereunder, then, without limiting either party's rights, Publisher or Company, as the case may be, shall have the option by giving a notice ("Suspension Notice") to the other party hereto suspending the Term for the duration of any such contingency solely in the region of the Territory affected by such Force Majeure Event. In the event the Force Majeure Event exceeds thirty (30) days, this Agreement may be terminated by written notice from either party hereto.

14. NOTICES

Except as specifically provided herein, all notices under this Agreement shall be in writing and shall be given by courier or other personal delivery or by registered or certified mail at the appropriate address below or at a substitute address designated by notice by the party concerned.

TO COMPANY: The address shown above.

TO PUBLISHER: 550 Madison Avenue
New York, New York 10022-3211
Attention: Senior Vice President, Business Affairs and Administration

and

Sony Music Entertainment Inc.
Law Department
550 Madison Avenue
New York, New York 10022-3211
Attention: Senior Vice President and General Counsel

Notices shall be deemed given when mailed or, if personally delivered, when so delivered, except that a notice of change of address shall be effective only from the date of its receipt.

15. LIMITATION OF LIABILITY

EXCEPT FOR CLAIMS UNDER ARTICLE 9 ABOVE, NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR FOR INTERRUPTED COMMUNICATIONS, LOST DATA, LOST PROFITS, LOST REVENUE OR LOST OPPORTUNITIES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF THAT PARTY HAS BEEN ADVISED OF (OR KNOWS OR SHOULD KNOW OF) THE POSSIBILITY OF SUCH DAMAGES.

16. MISCELLANEOUS

(a) This agreement contains the entire understanding of the parties relating to its subject matter. No change of this agreement will be binding upon either party unless it is made by an instrument signed by Company and by an officer of Publisher. A waiver by either party of any provision of this agreement in any instance shall not be deemed to waive it for the future. All remedies, rights, undertakings, obligations and agreements contained in this agreement shall be

cumulative and none of them shall be in limitation of any other remedy right, undertaking, obligation or agreement of either party.

(b) No designation, approval, or consent provided for in this Agreement will be deemed given unless set forth in writing and signed by an authorized officer or representative of the party concerned.

(c) If any part of this Agreement, or the application thereof to any party, shall be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect the remainder of this Agreement, which shall continue in full force and effect, or the application of this Agreement to the remaining parties hereto.

(d) This agreement has been entered into in the State of New York, and the validity, interpretation and legal effect of this agreement 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), only, will have jurisdiction of any controversies regarding this agreement; any action or other proceeding which involves such a controversy will be brought in those courts, in New York County, and not elsewhere.

(e) The relationship of the parties is that of independent contractors and nothing in this Agreement shall render either party an agent of the other.

(f) The headings, subheadings, and other captions in this Agreement are for convenience and reference only and will not be used in interpreting, construing, or enforcing any of the terms of this Agreement. Each party acknowledges that it has had the opportunity to review this Agreement with legal counsel of its choice, and there will be no presumption that ambiguities will be construed or interpreted against the drafter, and no presumptions made or inferences drawn because of the inclusion of a term not contained in a prior draft or the deletion of a term contained in a prior draft. The words "hereof," "herein," "hereunder" and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement.

(g) This Agreement will not become effective until executed and delivered by Publisher and Company.

SONY/ATV MUSIC PUBLISHING LLC

By: _____

Name: Jonas Kaul

Title: _____

Date: 3/31/06

REDACTED

REDACTED

SCHEDULE A

755	28 Years, 17 Days	Life	Jennings; Sigler; Curry	50.00%	50.00%	World Wide
89	50/50	Lemar	Hermansen, T.E./Miller, M./Obika, Lemar/Rustan, H./Mikkel SE	12.50%	12.50%	World Wide
127806	83	John Mayer	Mayer	100%	100.00%	World Wide
112898	911	Wyclef Feat. Mary J Blige	Jean; DuPlessis; Brown; Cadet	47.50%	47.50%	World Wide
68509	(I've Had) The Time Of My Life	Officer & A Gentleman	J. DeNicola,D. Markowitz, F. Previte	12.50%	12.50%	World Wide
58927	(Lying Here With) Linda On My Mind	Conway Twitty	Twitty	100.00%	100.00%	World Wide
	1 In The Morning	LL Cool J	James Smith, Blackman	100.00%	100.00%	World Wide
599373	1000 Good Intentions	Rise Against	Pincipe/McIlrath/Barnes/Wieklinski	75.00%	75.00%	World Wide
76051	4,3,2,1	LL Cool J	Smith/Redmon/Sermon/ Method Man/Cannibus	15.00%	15.00%	World Wide
39005	50,000 Names	George Jones	O'Hara	100.00%	100.00%	Worldwide
127339	8 Days of Christmas	Destiny's Child	Knowles / McCalla	50%	50.00%	Worldwide
110758	9PM	ATB	Tannenberger/Ferrerons/Posadas/Riviera	50.00%	31.25%	World Wide
83909	A Day In The Life	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
38092	A Little Respect	Erasure	Bell/Clarke	100.00%	100.00%	World Wide
118200	A Love Before Time (Crouching Tiger Hidden Dragon Theme)	Theme	Calandretti / Dun	100.00%	100.00%	Worldwide
137938	A Moment Like This	Kelly Clarkson	Ried/Elofsson	50.00%	50.00%	World Wide
130202	A New Day Has Come	Celine Dion	Moccia/Nova	50.00%	40.00%	World Wide
337255	A Real Fine Place to Start	Sara Evans	Ducas/Foster	50.00%	50.00%	World
501010	Absolutely Fabulous	Pet Shop Boys	Tennant/Lowe	100.00%	100.00%	World Wide
83910	Across The Universe	Beatles	Lennon/McCartney	66.67%Sony, 33.33% EMI	100.00%	World Wide
67841	Adia	Sarah McLachlan	McLoohlin/P. Marchand	50.00%	50.00%	World Excluding Canada
315510	Aerials	System of a Down	Malakian, Tankian, Odadjuan, Dolmayan	100.00%	100.00%	World Wide
523508	Aero Dynamic	Kraftwerk	Schmitt/Huetter/Hilpert	100.00%	100.00%	Worldwide
293948	After You've Gone	One True Voice	Stock/Waterman	50.00%	50.00%	World Ex. Eire, UK
440448	Agnus Dei	Michael W. Smith	Smith	100.00%	100.00%	World Wide
593985	Ahora Quien	Marc Anthony	Estefano/Reyes	100.00%	100.00%	Worldwide
35380	Ain't Goin' Down Til The Sun Comes Up	Garth Brooks	Williams/Brooks/Blazy	33.34%	33.34%	World Wide
130289	Ain't It Funny	Jennifer Lopez	Rooney / Lopez	100.00%	100.00%	Worldwide
54545	Ain't No Fun (If The Homies Can't Have None)	Snoop Dogg	Young/Broadus/Nathan/Kunupt/Warren	50.00%	50.00%	World Wide
104058	Ain't No Future In Yo Frontin'	MC Breed	Troutman/Clinton/	31.25%	31.25%	Worldwide
597582	Ain't Nothin Wrong	Houston	Edmonds/Dixon/Thomas/Dawkins/Mason Jr	17.50%	17.50%	World Wide
1438	Air	Ben Folds Five	Ben Folds, Darren Jessee, Robert Sledge	100.00%	100%	World Wide
48027	Algo Tienes	Paulina Rubio	Chris Rodriguez, Manny Benito	50.00%	50%	World Wide
596105	Alive	Kenny Wayne Shepherd	Frederiksen/Shepherd	100.00%	100%	World Wide
547537	All Falls Down	Kayne West	Hill/West	100.00%	100%	World Wide
44501	All For Love (The Three Musketeers)	Bryan Adams	Adams/Lange/Kamen	58.33%	58%	World wide
512560	All I Have	Jennifer Lopez	Riddick/Bowser/Richardson/Smith/McPherson/Jeffrey	8.34%	8%	World Wide
102020	All I Wanna Do	Sheryl Crow	Gilbert, Kevin	18.50%	18.50%	World Wide
86529	All I Want For Christmas Is You	Mariah Carey	Carey/Afanasieff	50.00%	50.00%	World Wide
608781	All Jacked Up	Gretchen Wilson	Wilson/McGehee/Rich	33.34%	33.34%	World Wide
448710	All My Exes Live In Texas	George Strait	Shafer	100.00%	100.00%	World Wide
83912	All My Lovin	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	
132105	All Rise	Blue	Eriksen / Rustan / Hermansen	30.00%	30.00%	Worldwide
83913	All Together Now	Beatles	Lennon/McCartney	66.67%Sony, 33.33% EMI	100.00%	World Wide
83914	All You Need Is Love	Beatles	Lennon John/Mc Cartney Paul	66.67%Sony, 33.33% EMI	100.00%	World Wide
38041	Alone	Mariah Carey	Steinberg/Kelly	100.00%	100.00%	World Wide
41302	Alone Again (Naturally)	Gilbert O'Sullivan	O'Sullivan	100.00%	100.00%	World X UK, Japan, SE Asia
220306	Anthem For the Year 2000	Silver Chair	Johns	100.00%	100.00%	World
117689	Always Come Back To Your Love	Samantha Mumba	Eriksen / Rustan / Hermansen	33.34%	33.34%	Worldwide
82896	Always Never The Same	George Strait	McBride/Green	50.00%	50.00%	Worldwide
58638	Always You	Sophie Zelmani	Zelmani/Helapi/Sterkle	100.00%	100.00%	World wide
124398	AM TO PM (Spanish Version)	Christina Milian	Milian/ Karlsson/ Winnberg / Lopez	16.67%	16.67%	Worldwide
593998	Amar Sin Mentiras	Marc Anthony	Estefano/Anthony	100.00%	100.00%	World Wide
113587	Amazed	Poe	Danielewski Annie	60.00%	100.00%	World Wide
528459	Amazin'	LL Cool J	Smith, Hugo, Williams	50.00%	50.00%	World Wide
395539	America	Neil Diamond	Diamond	100.00%	100.00%	WW
331278	American Dream	System of a Down	Malakian, Tankian, Odadjuan, Dolmayan	100.00%	100.00%	World Wide
449288	American Trilogy	Elvis Presley	Newbury	100.00%	100.00%	Worldwide
18027	Amigos	Marc Anthony	Carlos/Carlos	50.00%	50.00%	World Wide
83915	And I Love Her	Beatles	Lennon John/Mc Cartney Paul	66.67%Sony, 33.33% EMI	100.00%	World Wide
48488	And Our Feelings	Babyface	Edmonds/Simmons	85.00%	85.00%	World Wide
24475	And The Beat Goes On	The Whispers	Shelby/Shockley/Sylvers/Smith	66.67%	66.67%	World Wide
67832	Angel	Sarah McLauchlan	S McLauchlan	100.00%	100.00%	World Excluding Canada
61532	Angel's Among Us	Alabama	Goodman/Hobbs	100.00%	100.00%	World Wide
447624	Another World	Joe Jackson	Joe Jackson	100.00%	100.00%	World Wide
5497	Antologia	Shakira	Merbarak/Ochoa	25.00%	25.00%	World Wide
141	Anymore	Travis Tritt	Tritt/Colucci	50.00%	50.00%	World Wide
06785	Anytime	Kelly Clarkson	Watters/Biancaniello	50.00%	50.00%	US
	Apple Cobbler	LL Cool J	James Smith, Tim Mosley	pending	pending	
98250	Army	Ben Folds Five	Ben Folds	100.00%	100%	World Wide
196078	Around the Way Girl	LL Cool J	Smith/James/Williams	37.50%	38%	World Wide
555217	As Good as I Once Was	Toby Keith	Emerick/Keith	50.00%	50%	World Wide
593842	Ashes Of The Wake	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.	100.00%	100.00%	WW
523391	Augusta Rain (Georgia Rain)	Trisha Yearwood				

SCHEDULE A

3927	Baby I Love U	Jennifer Lopez	Rooney/Lopez/Shea/Barry	33.34%	33%	World Wide
549	Baby I'm A Want You	Bread	Gates David A	100.00%	100.00%	World Wide
921	Baby You're A Rich Man	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
35058	Baby, Baby, Baby	TLC	Edmonds/Rekd/Simmons	33.34%	33%	World wide
	Bachelor Party	Nas		splits are pending		
125573	Back From The Dead	Kid Rock	Peters	100.00%	100.00%	World Wide
83922	Back In The USSR	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
243380	Back Seat	LL Cool J	Smith/Jones	43.75%	43.75%	World Wide
197552	Back to Life	Soul II Soul	Law/Romeo/Wheeler/Hooper	41.67%	41.67%	World Wide
525721	Back When	Tim McGraw	Lynch, Stevens, Smith	33.34%	33.34%	World Wide
52679	Bad Case Of Loving You	Robert Palmer	John Martin	100.00%	100.00%	World Wide
	Badaboom	B2K feat. Fabolous	Jackson/Stokes/Scott/Houston	pending	pending	World Wide
81936	Bama Lama Bama Loo	Little Richard	Pennimen	100.00%	100.00%	World Wide
124012	Band Of Brothers Main Theme	N/A	Kamen	87.50%	87.50%	World wide
130260	Baya Baya	Safri Duo	Friis/Savery	100.00%	100.00%	World Wide
497293	Be As You Are	Kenny Chesney	Chesney, Dillon	100.00%	100.00%	World Wide
110095	Be Bop A Lula	Gene Vincent	Davis/Vincent	83.33%	83.33%	US & Canada
84106	Because	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00%	World Wide
301503	Because I Love You	Mark Oh	Brooks	100.00%	100.00%	World Wide
180626	Beds Are Burning	Novaspace	Gifford/Hirst/Moginie/Garrett	100.00%	100.00%	World Wide
131824	Beer For My Horses	Toby Keith/Willie Nelson	Emerick/Keith	50.00%	50.00%	World Wide
78449	Beer Thirty	Brooks and Dunn	Dunn, Ronnie G.	50.00%	50.00%	World Wide
85204	Before The Night Is Over	Bryan Adams	Adams/Martin	50.00%	40.00%	World Wide
83924	Being For The Benefit Of Mr. Kite	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
85196	Believe In You	Amanda Marshall	Marshall / Bazilian	50.00%	50.00%	Worldwide
272668	Better the Devil You Know	Kylie Minogue	Stock/Aitken/Waterman	33.34%	33.34%	World Wide
51225	Better Things To Do	Terri Clark	Shapiro / Clark /Waters	47.50%	47.50%	Worldwide
	Big Chips	Jay Z & R Kelly	R. Kelly/S. Carter/J.C.Olivier, S.J. Barnes/	splits are pending		
172759	Big Yellow Taxi	Counting Crows	Mitchell	100.00%	100.00%	World Wide
518523	Bigger Than My Body	John Mayer	Mayer	100.00%	100.00%	Worldwide
111339	Bills, Bills, Bills	Destiny's Child	Knowles, Beyonce G.	10.00%	10.00%	World Wide
83925	Birthday	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
48887	Bitches Ain't Shit	Dr. Dre	Young/Broadus/Curry/Arnaud/Brown	62.50%	62.50%	World Wide
906538	Bitches Ain't Shit	Lil Jon	Durham/Harris/Lewis	37.50%	37.50%	World Wide
17338	Black Horse & Cherry Tree	Katie Tunstall	Katie Tunstall	100.00%	100.00%	World Wide
343868	Black Suits Comin' (Nod Ya Head)	Will Smith	Smith - Sparks - Feemster - Bennett - Bennett - Bennett	73.75%	73.75%	World Wide
83926	Blackbird	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
421876	Blank Sheet of Paper	Tim McGraw	Warren, Warren, Schlitz	66.66%	66.66%	World Wide
118133	Blessed	Martina Mcbride	Lindsey / Verges / James	33.33%	33.33%	Worldwide
593835	Blood Of The Scribe	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.	100.00%	100.00%	WW
84754	Blue Jay Way	Beatles	Harrison	100.00%	100.00%	World Wide
29590	Blue Savannah	Erasure	Bell/Clarke	100.00%	100.00%	World Wide
303211	Bonnie and Shyne	Shyne	Thompson, David, Levy, Barrow, Gassion, Guglielmi	20.00%	20.00%	World Wide
448387	Boom	System Of A Down	Malakian/Tankian/Dolmayan/ Odadjian	100.00%	100.00%	World wide
196233	Boomin System	LL Cool J	Smith/Williams	37.50%	37.50%	World wide
35968	Boot Scootin' Boogie	Brooks & Dunn	Dunn, Ronnie G.	100.00%	100.00%	World wide
188485	Booti Call	Blackstreet	Clinton George Jr; Dickey Antwone L; Riley Edward T; Riley Markell Demont; Sermon Erick S; Shider Garry Marshall; Spradley David Lee; Sylvers Leon F III; Troutman Larry; Troutman Roger	37.50%	37.50%	World wide
302137	Bootylicious	Destiny's Child	Nicks/Fusari/Knowles/Welsh /Moore	87.50%	87.50%	World wide
106535	Born Free	Roger Williams	Barry John/Black Donald	100.00%	100.00%	World Wide
116914	Born Slippy	Underworld	Smith/Hyde	100.00%	100.00%	World Wide
111400	Born To Fly	Sara Evans	Evans/Hummon/Scott	33.34%	33.34%	World Wide
504927	Born to Try	Delta Goodrem	Delta Goodrem/Mtawarira, Audius	100.00%	100.00%	World Wide
315523	Bounce	System of a Down	Malakian, Tankian, Odadjuan, Dolmayan	100.00%	100.00%	World Wide
28725	Brand New Man	Brooks and Dunn	Cook, Don Kirby, Brooks, Leon E.	100.00%	100.00%	World Wide
537150	Brass Bed	Josh Gracin	James/McBride/Hughes	33.34%	33.34%	World Wide
98458	Brass Monkey	Beastie Boys	Rubin / Horowitz / Yauch / Diamond	50.00%	50.00%	Worldwide
593843	Break You	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.	100.00%	100.00%	WW
504561	Breathe	Blu Cantrell	Martin/Matias/Bemberry/ Bradford/Harris/Joiner/Mathers/ Azmavour	17.50%	17.50%	World Wide
45152	Breathe Again	Toni Braxton	Edmonds	100.00%	100.00%	World wide
62899	Brick	Ben Folds Five	Folds/Jessee	100.00%	100.00%	World Wide
593831	Bring Me Down	Miranda Lambert	Miranda/Howard	50.00%	50.00%	World Wide
105213	Bring It All To Me	n/a	Rooney/Spencer/Shelby	25.00%	25.00%	World Wide
496337	Brokenheartsville	Joe Nichols	Daniels/Kees/Boudreaux/Mevis	50.00%	50.00%	World Wide
118495	Brown Eyes	Destiny's Child	Knowles/Afanasieff	100.00%	100.00%	World Wide
129225	Brown Skin	India.Arie	Arie/Sanders/Batson	43%	42.50%	World Wide
1338	BUG A BOO	DESTINY'S CHILD	Briggs, Burrus, Knowles, Roberson, Rowland, Luckett	7.50%	7.50%	Worldwide
839	Building A Mystery	Sarah McLachlan	Sarah McLachlan	50.00%	50.00%	US
8842	Burnin' For You	Blue Oyster Cult	Meltzer/Roeser	100.00%	100.00%	World Wide
106534	Burning Love	Elvis Presley	Linde Dennis	100.00%	100.00%	World Wide
208913	Butterfly	Mariah Carey	Carey/Afanasieff	50.00%	50.00%	World Wide
625466	B.Y.O.B.	System Of A Down	Malakian/Tankian/Dolmayan/ Odadjian	100.00%	100.00%	World Wide
546917	By The Time I Get To Phoenix	Glen Campbell	Webb	Sony/Lastrad 46.25%	46.25%	World Wide
287760	By Your Side	Sade	Denman/Matthewman/Adu/Hale	100.00%	100.00%	World Wide

SCHEDULE A

566	Bye Bye Baby	TQ	Qualles/Mosley/Howard	50.00%	50.00%	World Wide
408	California Love (remix)	Dr. Dre and Roger Troutman	Troutman/Troutman/Durham/Cunnigham/Hudson/Hooks	65.00%	65.00%	World Wide
61898	Call and Answer	Barenaked Ladies	Duffy/Page	50.00%	50.00%	Worldwide
505036	Call Me	Fabulous	Barnes/Olivier/Jackson/Myers	25.00%	25.00%	World Wide
288545	Call On Me	ERIC PRYDZ	Sanders, Ramsey, Huggard	25.00%	25.00%	WW
627739	Calm Before The Storm	Fall Out Boy	Peter Wentz, Patrick Stumph, Joseph Trohman, Andrew Hurley	100.00%	100.00%	World Wide
104066	Calm Like A Bomb	Rage Against The Machine	De La Rocha/ Commerford/ Morello/Wilk	100.00%	100.00%	World Wide
145743	Candida	Levine/Wine	Tony Orlando & Dawn	Sony/Lastrada 65% splits are pending	65.00%	World Wide
	(Can't Believe) This Is Me	J-Lo				
83927	Can't Buy Me Love	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
131904	Can't C Me	Dr. Dre	Young/Clinton/Shakur	37.50%	37.50%	World Wide
	Can't Explain It	LL Cool J	James Smith, Tim Mosley	pending	pending	
84108	Carry That Weight	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00%	World Wide
172752	Case of You	Diana Krall	Mitchell, Joni	100.00%	100.00%	World Wide
519519	Cater 2 U	Destiny's Child	Knowles/Rowland/Walker/Rude/Williams/Jenkins	39.16%	39.16%	World Wide
133747	Caught In The Middle	A1	Adams / Marazzi / Porter / Mitra	50.00%	50.00%	Worldwide
451168	Center Of My heart	Lenny Kravitz	Martin/Burton/Philips	33.34%	33.34%	World Wide
38093	Chains Of Love	Erasure	Bell/Bell/Martin	100.00%	100.00%	World wide
107850	Change Of Heart	Theme	Bule / Cobb	100.00%	100.00%	Worldwide
187791	Cheated (To All The Girls I've Cheated On)	Jean Wyclef	Jean/Hammond/White/Bailey/David/Robinson/Matoo/Haug/Obrien/Jackson/Mckay/Wright/Leibrand	20.00%	20.00%	Worldwide
127164	Cheatin' On Me	50 Cent	Barnes/Olivier/Jackson/ Burruss/ Gates	33.34%	33.34%	World wide
502672	Cheeky Song	Cheeky Girls	Kirtley/Semal/Hawes	83.00%	836.00%	World Ex. Portugal, UK, Spain
609545	Cherry Pie	J-Lo	Rooney, Kelly, Robinson, Lopez	25.00%	25.00%	World
448364	Chic N Stu	System of a Down	Malakian, Tankian, Odadjuan, Dolmayan	100.00%	100.00%	World Wide
101133	Chicago	Graham Nash	G. Nash	100.00%	100.00%	World Wide
132650	Chicago (That Toddling Sound)	Frank Sinatra	Fisher	100.00%	100.00%	
155896	Children of the Ghetto	Mary J. Blinge	Amoo/Amoo	100.00%	100.00%	World Wide
297776	Chillin	Modjo	Rodgers/Edwards/Destagnol.Trachart	20.00%	20.00%	World Wide
515443	Chipmunk Song	Alvin & The Chipmunks		100.00%	100.00%	World X Europe
119402	Chocolat - Vianne Sets Up Shop	Theme (Incidental Music)	Rachel / Portman	100.00%	100.00%	Worldwide
28656	Chop Suey	System Of A Down	Malakian/Tankian/Dolmayan/ Odadjian	100.00%	100.00%	World Wide
30164	Christmas In Dixie	Alabama	Gentry/Cook/Owen	100.00%	100.00%	World Wide
113119	Ciega Sordomuda	Shakira	Mebarak / Estefano	75.00%	75.00%	World Wide
86081	Cigarettes and Alcohol	Oasis	Noel Gallagher	100.00%	100.00%	Worldwide
40519	Clair		O'Sullivan	100.00%	100.00%	Worldwide
519513	Clarity	John Mayer	Mayer	100.00%	100.00%	Worldwide
525305	Class Reunion (That Used To Be Us)	Lonestar	McDonald/Myers/Phrimmer	33.34%	33.34%	World Wide
78268	Cleopatra, Queen of Denial	Pam Tillis	Tillis/Diolero/Buckingham	66.67%	66.67%	World Wide
125911	Clint Eastwood	Gorillaz	Makromallis/Irie/Albarn/Hewlett	25.00%	25.00%	World Wide
515859	Closest Thing to Crazy	Katie Melua	Batt	100.00%	100.00%	World Wide
85212	Cloud Number Nine	Bryan Adams	Adams/Peters/Martin	66.67%	66.67%	World Wide
150981	Clumsy	Our Lady Peace	Maida/Lanni	100.00%	100.00%	World Wide
598074	Cold	Crossfade	Ed Sloan	100.00%	100.00%	World Wide
343165	Color of Love	Boyz II Men	Edmons	100.00%	100.00%	World Wide
603836	Come A Little Closer	Dierks Bently	Bently / Beavers	100.00%	100.00%	World Wide
131576	Come to Jesus	Mindy Smith	Mindy Smith	100.00%	100.00%	World Wide
84109	Come Together	Beatles	Lennon John/Mc Cartney Paul	64.167% Sony, 35.833 EMI	100.00%	World Wide
101412	Computer World	Kraftwerk	Huetter / Schneider-Esleben / Schult / Bartos	75.00%	75.00%	Worldwide
113581	Control	Poe	Danielewski Annie	60.00%	100.00%	World Wide
54583	C-O-U-N-T-R-Y	Joe Diffie	Harbin, Ronald S., Ed Hill, Dusty Drake	33.33%	33.33%	World Wide
137560	Cowboys Like Us	George Strait	DiPiero/Smith	50.00%	50.00%	World Wide
993	Crazy	Patsy Cline	Nelson Willie (USA)	100.00%	100.00%	World
604089	Crazy In Love	Emiliem	Wilson/Wilson/Fisher/Mathers/Resto	75.00%	75.00%	World
137330	Crazy On You	Heart	Wilson/Wilson/Fisher	50.00%	50.00%	World Wide
166659	Crossover	EPMD	D. Garrison, E. Sermon, P. Smith, R. Troutman	40.00%	40.00%	World Wide
50343	Cruel Summer	Bananarama	Fahey / Woodward / Swain/ Jolley / Dallin	25.00%	25.00%	Worldwide
631753	Cry	Lyte	Jennings	100.00%	100.00%	World Wide
342937	Cry Baby	Janis Joplin	Berns/ Meade	16.67%	16.67%	USA
450364	Crying	Roy Orbison	Nelson/Orbison	62.50%	62.50%	US
119499	Crying At The Discotheque	Alcazar	Rodgers / Edwards / Bard / Wolfbeck / Goulos / Hansson	25.00%	25.00%	Worldwide
237984	Daddy Cool	Boney M	Reyam/Farlam	100.00%	100.00%	Worldwide
422700	Damien	DMX	Blackmon/Simmons/Smalls	50.00%	50.00%	Worldwide
505034	Damn	Fabolous	Edwards, Rodgers, Jackson, Barnes, Oliver	50.00%	50.00%	Worldwide
599408	Dancing For Rain	Rise Against	Rise Against	100.00%	100.00%	Worldwide
100158	Dancin' Shagin' On The Boulevard	Alabama	Owen/Fowler/Gentry	100.00%	100.00%	World Wide
1049	Dang Me	Roger Miller	Miller	100.00%	100.00%	
447616	Danger High Voltage	Electric 6	Spencer/Frezza/Navarra/ Selph/Martin	100.00%	100.00%	World Wide
188597	Dangerously In Love	Beyonce	Knowles/McCalla	50.00%	50.00%	World Wide
7409	Das Modell	Kraftwerk	Schult/Hueter/Bartos	75.00%	75.00%	World Wide
8511	Daughters	John Mayer	John Mayer	100.00%	100.00%	World Wide
203539	Dawson's Creek Theme		Fields	100.00%	100.00%	World Wide
83932	Day Tripper	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
131223	Dazz		Irons/Hargis/Ransom	50.00%	50.00%	World Wide
99175	Dear Lie	TLC	Edmonds/Watkins	70.00%	70.00%	World Wide
83933	Dear Prudence	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide

SCHEDULE A

Song Id	Title	Artist	Writers	Publisher Share	Publisher Share	Territory
981	Deeez Nuuuts	Dr. Dre	Young/Broadus	50.00%	50.00%	World Wide
129	Deep Cover	Dr. Dre	Dr. Dre/Wolfe/Broadus	100.00%	100.00%	World Wide
2398	Department Of Youth	Alice Cooper	Cooper/Ezrin/Wagner	50% Sony, 50% Undercut Music	50.00%	World Wide
527547	Deseos de Cosas Imposibles	La Oreja de Van Gogh	Montero/Benegas/Fernandez/Fuentes	100.00%	100.00%	World Wide
550616	Diamond In The Back	Ludacris	DeVaughn/Bridges/Houston/ Beauregard	45.46%	45.46%	World Wide
289262	Did You Ever Think	R Kelly	Barnes/Olivier/Mayfield/Kelly	30.00%	30.00%	World Wide
127164	Differences	Ginuwine	Oliver/Lumpkin	50.00%	50.00%	World Wide
48418	Diggin' On You	Babyface	Edmonds	100.00%	100.00%	World Wide
1029	DIVORCE	Tammy Wynette	Babcock/Putman	100.00%	100.00%	World Wide
100583	Dixieland Delight	Alabama	Rogers	100.00%	100.00%	World Wide
109177	Dizzy	Tommy Roe	Roe/Weller	50% Sony/ATV Songs	50.00%	World Wide
243889	Do Wop (That Thing)	Lauryn Hill	Lauryn Hill	100.00%	100.00%	World Wide
548699	Do You Know	Da Band	Jean/Golfin/Masser/Dupleiss/Hill/John/Stokes/Watson/Wiley/Charwin/Strouse/Nathis	15.00%	15.00%	World Wide
542313	Do You Want Fries With That	Tim McGraw	Beathard, Phillips	50.00%	50.00%	World Wide
45799	Doggy Dogg World	Snoop Dogg	Broadus, Youn, Fields, Arnaud, Brown	35.00%	35.00%	World Wide
524129	Doin' Time	Sublime	Rubin/Horowitz/Yauch/Gershwin R/Gershwin I/Nowell/Goodman/Hayward Du/Hayward Do	6.50%	6.50%	World Wide
1091959	Donde Estas Corazon	Shakira	Mebarak/Ochoa	100.00%	100.00%	Worldwide
96248	Don't Change Your Plans	Ben Folds Five	Ben Folds	100.00%	100%	World Wide
47295	Don't Fear The Reaper	Blue Oyster Cult	Roeser	100.00%	100%	World Wide
549323	Don't Go	Fefe Dobson	Fefe Dobson	100.00%	100.00%	World Wide
38057	Don't Go	Yaz	V Clarke	100.00%	100.00%	World Wide
227080	Don't Know Much	Bette Midler	Mann/Snow/Weil	75.00%	75.00%	World Wide
105406	Don't Know Why	Norah Jones	Harris	100.00%	100.00%	WW
610473	Don't let me Die	R Kelly & Jay Z	Barnes/Olivier/Kelly/Carter/Mosley	40.00%		
84111	Don't Let Me Down	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00%	World Wide
528479	Don't Lie (No No No)	Black Eye Peas	Peters, Peters, Ferguson, Adams,	33.34%	33.34%	World Wide
525066	Don't Rock the Jukebox	Alan Jackson	Jackson/Murrah/Stegall	50.00%	50.00%	World Wide
110755	Don't Stop	ATB	A. Tanneberger	100.00%	62.50%	World Wide
101607	Don't Take The Girl	Tim McGraw	Johnson/Martin	87.50%	87.50%	World Wide
519718	Don't Wanna Lose This Feeling	Dannii Minogue	Minogue/Alexandre/Trollard/ Joly/Khan/Ronald	50.00%	50.00%	World Wide
243889	DOO-WOP (THAT THING)	HILL,LAURYN	HILL,LAURYN	100.00%	100.00%	World Wide
114635	Dot	DESTINY'S CHILD	Knowles/McCalla	62.50%	62.50%	World Wide
343012	Down 4 You	Irv Gotti Presents The Inc	Atkins Jeffrey D, Aurelius Seven Marcus, Douglas Ashanti S, Jarmon Tiffany Lane, Lorenzo Irving Domingo, Parker Andre Frank, Troutman Larry, Troutman Roger	25.00%	25.00%	World Wide
101054	Down Home	Alabama	Bowles/Leo	50.00%	50.00%	World Wide
604571	Down Wit Da South	Trick Daddy	Michael Crooms, Maurice Young, Deongelo Holmes, Eric Jackson, Calloway, Lovelace, Michael Cooper	44.73%	44.73%	World Wide
244177	Driftwood	Travis	Healey	100.00%	100.00%	World Wide
138402	Drinkin' Bone	Tracy Byrd	Phillips/Bearthard	50.00%	50.00%	World Wide
83936	Drive My Car	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
519039	Drugs or Jesus	Tim McGraw	James, Lindsey, Verges, Mayo	25.00%	25.00%	World Wide
340303	Drunk by myself	Nas	Jones /Barnes/Olivier/West	50.00%	50.00%	World Wide
108388	Dusic	Brick	Brown/Hargis/Ranson	100.00%	100.00%	World Wide
86577	Eastenders Theme	Eastenders	May/Osborne	100.00%	100%	World Wide
83937	Eight Days A Week	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
83938	Eleanor Rigby	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
507908	Emotional Rollercoaster	Vivian Green	ERIC ROBERSON, OSUNLADE, VIVIAN GREEN	25.00%	25.00%	World Wide
28562	Emotions	Mariah Carey	Carey/Clivilles/Cole	50.00%	50.00%	World Wide
526245	Encore	Jay-Z	Carter/West	EMI 62.5% cleared / SONY 37.5%	37.50%	World Wide
44238	End Of The Road	Boyz II Men	Edmonds/Reid/Simmons	44.37%	44.37%	World Wide
284650	Entre Tus Brazos	Alejandro Fernandez	Fernandez/Estrada	100.00%	100.00%	World Wide
593996	Escapemonos	Marc Anthony	Estefano/Reyes	100.00%	100.00%	World Wide
273955	Especially For You	Kylie Minogue & Jason Donovan	Stock, Mike/Aitken/Waterman	33.34%	33.34%	World Wide
145494	Estoy Aqui	Shakira	Merbarak / Ochoa	50.00%	50.00%	World Wide
37753	Eternal Flame	Bangles	Steinberg/Kelly/Hoffs	66.67%	66.67%	World Wide
596151	Eternal Sunshine	Movie Theme	Brion	100.00%	100.00%	World Wide
24452	Every Little Step	Bobby Brown	Edmonds/Reid	67.50%	67.50%	World wide
83940	Every Little Thing She Does	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
	Every Sip	LL Cool J	Milsap/Mosely/Nesion/Smith	pending	pending	
521660	Everybody Hates Me	Tim McGraw	Beathard, Hill	50.00%	50.00%	World Wide
83939	Everybody's Got Something To Hide	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
342943	Everybody Needs Somebody (To Love)	Blues Brothers	Burke/Russell/Wexler	11.11%	11.11%	World Wide
538815	Everything	Fefe Dobson	Dobson/Levine/McCollum	100.00%	100.00%	World Wide
130248	Everything	Safri Duo	Friis/Savery	100.00%	100.00%	World Wide
108555	Everything I Own	Bread	Gates, David A.	100.00%	100.00%	World Wide
243888	Everything Is Everything	Lauryn Hill	Hill	100.00%	100.00%	World Wide
48074	Everytime I Close My Eyes	Babyface	Edmonds	100.00%	100.00%	World Wide
243894	Ex-Factor	Lauryn Hill	Hill, Hamilah, Bergman, Bergman, Diggs, Woods, Hunter, Smith, Hawkins, Coles, Grice, Jones	60.00%	60.00%	World Wide
113002	Exhale (Shoop Shoop)	Whitney Houston	Edmonds	100.00%	100.00%	World Wide
517476	Extraordinary	Liz Phair	Phair/Edwards/Spock/Christy	25.00%	25.00%	World Wide
552005	Fast Cars And Freedom	Rascal Flatts	Levox/Thrasher/Mobley	33.34%	33.34%	World Wide
48885	F**** With Dre Day	Dr. Dre	Young, Clinton, Spradley, Broadus, Snider	50.00%	50.00%	World Wide
550842	Fall to Pieces	Avril Lavigne	Malda, Lavigne	50.00%	50.00%	The Universe
527998	Fallen	Mya	Shelton/Veney/Hill/Bonfa/ Toledo	25.00%	25.00%	World wide

SCHEDULE A

Song #	Title	Artist	Writers	% Collected	% Paid	Territory (WW=World Wide)
74013	Fallen	Sarah McLachlan	McLachlan	100.00%	100.00%	World X Canada
24252	Fantastic Voyage	Lakeside	Alexander / Beavers / Craig / Shockley / Stokes / Wood / Mccain / Shelby	100.00%	100.00%	Worldwide
132301	Fantastic Voyage (COOLIO VERSION)	Coolio	Alexander / Beavers / Craig / Shockley / Stokes / Wood / Mccain / Shelby/Lewis / Ivey / Dobbs	75.00%	75.00%	Worldwide
333016	Fetty Girl	Coolio	Barnes/Olivier/Smith/Williams/Murray/Bridges	62.50%	62.50%	World Wide
	Feel The Beat	LL Cool J	James Smith, Tim Mosley	pending	pending	
102771	Feeling So Good	Jennifer Lopez	Cartagena, Combs, Lopez, Rios, Rooney, Standard	25.00%	25.00%	Worldwide
100138	Feels So Right	Alabama	Owen	100.00%	100.00%	World Wide
	Flera Inquieta	Angela Maria Forero	Uribe	100.00%	100.00%	World Wide
98466	Fight For Your Right	Beastie Boys	Rubin/Horowitz,Yauch	85.00%	85.00%	World Wide
516740	Fight Test	Flaming Lips	Stevens/Coyne/Fridmann/ Ivins/Drozd	75.00%	75.00%	World Wide
537379	First Day of My Life	Rasmus	Yloenen/Rantasalmi/Heinonen/Hakala	100.00%	100.00%	World Wide
83942	Fixing A Hole	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
544777	Flamboyant	Pet Shop Boys	Tennant/Lowe	100.00%	100.00%	World Wide
109018	Flower	Liz Phair	Phair	100.00%	100.00%	World Wide
54544	For All My Niggaz and Bitches	Snoop Dogg	Allen/Arnaud/Brown/Broadus/Young	50.00%	50.00%	World Wide
84107	Fool On The Hill	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
83943	For No One	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
526488	Forca	Nelly Furtado	Eaton / West / Furtado	50.00%	50.00%	WW
315517	Forest	System of a Down	Malakian, Tankian, Odadjian, Dolmayan	100.00%	100.00%	World Wide
549174	Forgotten	Avril Lavigne	Kreviazuk/Lavigne	50% Sony/ATV Songs LLC	50.00%	Worldd Wide
51210	Freggie Rock	Muppets	P. Balsam, D. Lee-D. Gillis?	100.00%	100.00%	World Wide
	Free	DESTINY'S CHILD	Knowles/Rowland/Drawers/Garrett/Williams	splits are pending		
74317	Friends In Low Places	Garth Brooks	Blackwell/Lee	50.00%	50.00%	World Wide
133431	Fu-Gee-La	The Fugees	Wyclef / Hill / Michel / Mcgrier / Remi / Marie	25.50%	25.50%	World Wide
57461	Fumblin Toward Ecstasy	Sarah McLachlan	McLachlan/Marchland	100.00%	100.00%	World Wide
527400	Funeral Song	Rasmus	Yloenen/Rantasalmi/Heinonen/Hakala	100.00%	100.00%	World Wide
20453	Gambler	Kenny Rogers	Schlitz, Don	100.00%	100.00%	World Wide
107450	Games People Play	Joe South	Joe South	100.00%	100.00%	World Wide
500277	Gay Bar	Electric Six	Spencer, Tyler	100.00%	100.00%	World Wide
523391	Georgia Rain	Yearwood	Rochelle/Hill	50.00%	50.00%	World
84113	Get Back	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00%	World Wide
330784	Get Free	The Vines	Nicholls	100.00%	100.00%	World X Australia/New Zealand
22719	Get Me A Dog	DMX	Blackman/Simmons/Taylor	25.00%	25.00%	World Wide
33984	Get This Money	Jay Z & R Kelly	Barnes/Kelly /Carter	25.00%	25.00%	World Wide
610558	Get Your Number	Mariah Carey	Jolley, John, Ingram, Swain, Carey, Dupri, Austin	27.50%	27.50%	World Wide
83949	Getting Better	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
75998	Getting' Jiggy Wit It	Will Smith	Rodgers / Edwards / Smith	30.00%	30.00%	Worldwide
	Getting Married	Nas		splits are pending		
78030	Ghetto Superstar	Pras	Pras/Jean/Gibb/Gibb/Gibb/Jones	15.00%	15.00%	World Wide
63425	GI Joe Cues	TV Show Music	Bryant / Douglas / Walsh	100.00%	100.00%	Worldwide
45791	Gin And Juice	Dr Dre	Young/Adams/Arrington/ Casey/ Finch/Turner/ Webster/Washington	5.00%	5.00%	World Wide
83950	Girl	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
619089	Girl	Beck	Hansen, King, Simpson	70.00%	70.00%	World Wide
619317	Girl	DESTINY'S CHILD	Davis, Robinson, Knowles, Williams, Douthit, Rowla	10.00%	10.00%	World Wide
234694	Girls	Beastie Boys	Rubin/Horowitz	75.00%	75.00%	World Wide
	Girls	Cam'ron feat. Mona Lisa	Giles/Hazard/Charlemagne	75.00%	75.00%	World Wide
40179	Girl You'll Be A Woman Soon	Neil Diamond	Diamond	100.00%	100.00%	WW
33102	Girls Just Wanna Have Fun	Cindi Lauper	R. Hazard	100.00%	100.00%	World Wide
84114	Give Peace A Chance	John Lennon	J. Lennon	64.167% Sony, 35.833 EMI	100.00%	World Wide
447669	Glamour and Pain	Joe Jackson	Joe Jackson	100.00%	100.00%	World Wide
83951	Glass Onion	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
625336	Go	Common feat. John Mayer	Mayer/Lynn/Lewis/West	20.00%	20.00%	World Wide
522806	God Is A DJ	Pink	Mann/Davis/Pink	90.00%	90.00%	World Wide
500256	God Is Real	India Aire	arle/sanders/ramsey	25.00%	25.00%	World Wide
505494	God's Will	Martina McBride	Douglas/Dean	50.00%	50.00%	Worldwide
105219	Going Back To Cali	Notorious B.I.G.	Wallace/Harvey/Troutman/	31.25%	31.25%	WW
84115	Golden Slumbers	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00%	World Wide
595035	Golden Touch	Razorlight	Johnny Borrell	100.00%	100.00%	World Wide
106532	Goldfinger	Goldfinger	L. Bricusse, A. Newley, J. Barry	100.00%	100.00%	World Wide
304028	Gone	Montgomery Gentry	Dipiero/Steele	50.00%	50.00%	World Wide
77167	Gone Til November	Wyclef Jean	Jean, Wyclef	100.00%	100.00%	Worldwide
487828	Goodbye Time	Blake Shelton	Hicks/Murrah	100.00%	100.00%	World Wide
83952	Good Day Sunshine	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
11148	Good Die Young	50 Cent	West/Jackson	50.00%	50.00%	World Wide
500259	Good Man	India Aire	Baker/Ramsey/Sanders/Simpson	25.00%	25.00%	World Wide
83953	Good Morning	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
447674	Got the Time	Joe Jackson	Joe Jackson	100.00%	100.00%	World Wide
53742	Good Times	Chic	Rogers, Nile G. , Bernard Edwards	50.00%	50.00%	World Wide
108719	Got To Get It	Sisqo	West / Andrews	40.00%	40.00%	Worldwide

SCHEDULE A

Song Nbr	Title	Artist	Author	% Collected	% Collected	Territory
955	Got To Get You Into My Life	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
9979	Gotta Go Gotta Leave (Tired)	Vivian Green	Green/Bervine	25.00%	50.00%	World Wide
631745	Greedy	Lyte	Jennings	100.00%	100.00%	World Wide
1740	Green Green Grass Of Home	Tom Jones; Porter Wagoner	Putman	100.00%	100.00%	US, Canada, Latin America
104094	Guerilla Radio	Rage Against The Machine	De La Rocha/ Commerford/ Morello/Wilk	100.00%	100.00%	World Wide
527397	Guilty	Rasmus	Yloenen/Rantasalmi/Heinonen/Hakala	100.00%	100.00%	World Wide
523034	Ha Ha	Temyra Gray	Watters/Biancaniello/ Gray	25.00%	25.00%	World Wide
510191	Hands Up	TLC	Babyface, Simmons	75.00%	75.00%	World Wide
422853	Hang On Sloopy	Aaron Carter	Russell/Farrell	16.67%	16.67%	World Wide
38701	Hang On To Your Love	Sade	Mathewman, Adu	100.00%	100.00%	World Wide
83958	Happiness Is A Warm Gun	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
447682	Happyland	Joe Jackson	Joe Jackson	100.00%	100.00%	World Wide
82931	Happy Radio (City Till I Die)	Bradford	Edwin Starr	100.00%	100.00%	World Wide
83957	Hard Day's Night	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
35886	Hard Workin' Man	Brooks & Dunn	Dunn	100.00%	100.00%	World Wide
15577	Have You Forgotten?	Solar	Weeks, Malone, Moran	100.00%	100.00%	World Wide
324696	Have You Ever Been In Love	Celine Dion	Bagge, Laila/Bagge, Anders/Hall/Nichols/Astrom	5.00%	5.00%	World Wide
53994	Have You Ever Really Loved A Woman	Bryan Adams	Adams/Lange/Kamen	33.33%	33.33%	World wide
1860	He Stopped Loving Her Today	George Jones	Braddock/Putman	100.00%	100.00%	World Wide
549170	He Wasn't	Avril Lavigne	Kreviazuk/Lavigne	50% Sony/ATV Songs LLC	50.00%	World Wide
595354	Headsprung	LL Cool J	James Smith, Tim Mosley	50.00%	50.00%	World Wide
1000	Heartbreak Hotel	Elvis Presley	Axton/Durden/Presley	100.00%	100.00%	World Wide
87116	Hearts Are For When You Want To Love Someone	George Burns/Collin Raye	Gordon/Paxton	50.00%	50.00%	Worldwide
105221	Heed The Word Of The Brother	X-Clan	R. Troutman/Worrell/Collins/Clinton/Hunter/	15.63%	15.63%	Worldwide
447684	Hell of a Town/Prelude	Joe Jackson	Joe Jackson	100.00%	100.00%	World Wide
83958	Hello Goodbye	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
83960	Help	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
527373	Help Pour Out The Rain	Buddy Jewell	Jewell	100.00%	100.00%	World Wide
83961	Helter Skelter	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
329533	Here I Am	Bryan Adams	Adams/Zimmer/Peter	25.00%	25.00%	World Wide
537494	Here For The Party	Gretchen Wilson	Wilson/Rich/Alphin	33.33%	33.33%	World Wide
3962	Here There & Everywhere	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
78142	Here's A Quarter	Travis Tritt	Tritt	100.00%	100.00%	World Wide
450542	Hey Good Lookin'	Jimmy Buffett	Williams	100.00%	100.00%	World Wide
83984	Hey Jude	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
277234	Hey Lady	Caimron feat Freeeky Zeeeky	C.Giles,E.Jiles, V.Babb,F.Visosky, L.Troutman, R.Troutman	33.34%	33.34%	World Wide
260306	Hey Lover	LL Cool J	Smith/Temperton	25.00%	25.00%	World Wide
113011	Hey Now	Oasis	Noel Gallagher	100.00%	100.00%	World Wide
	Hi Hi (Puffy Ami Yumi Show Theme)	Puffy Ami Yumi	Puffy Ami Yumi / Andy Sturmer	25.00%	25.00%	World Wide
330799	Highly Evolved	The Vines	Nichols	100.00%	100.00%	World X Australia/New Zealand
325097	Hindu Times	Oasis	Noel Gallagher	100.00%	100.00%	Worldwide
96950	HIT ME WITH YOUR BEST SHOT	PAT BENATAR	E.Schwartz	100.00%	100.00%	Worldwide
110976	Hits From the Bong	Cypress Hill	Hurley/Wilkins/Muggerud/Freeze	50.00%	50.00%	Worldwide
98462	Hold It Now, Hit It	Beastie Boys	Horovitz/Rubin/Yauch	25.00%	25.00%	World Wide
33438	Hold The Line	Toto	Paich	100.00%	100.00%	World Wide
543432	Hold Ya Head	Tupac Shakur	Anderson Daryl L, Shakur Tupac Amaru, Troutman Roger, Vincent Stan	50.00%	50.00%	World Wide
614365	Hold You Down	J-Lo	Troutman/Rooney/Beck, Riddick, Cartegena, Christopher, Bruno,	38.00%	38.00%	World Wide
133699	Home and Dry	Pet Shop Boys	Tennant/Lowe	100%	100%	World wide
447688	Home Town	Joe Jackson	Joe Jackson	100%	100%	World Wird
537502	Homewrecker	Gretchen Wilson	Wilson/Teren/Rutherford	33%	33%	World Wide
83966	Honey Pie	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
497329	Honkytonkville	George Strait	Brock/Rutherford/Williams	100.00%	100.00%	World Wide
302355	Hot Like Fire	Jessica Simpson	Rooney	100.00%	100.00%	World Wide
451656	Hot Mama	Trace Adkins	Shapiro/Beathard	100.00%	100.00%	World Wide
94938	Hotel	Cassidy feat. R Kelly	Edwards/Rogers/Reese/ Dean/ Kelly	20.00%	20.00%	World Wide
593844	Hour Glass	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.	100.00%	100.00%	WW
543091	House In California	Kelly Mo	Nicholson/Moore	50.00%	50.00%	World Wide
451154	Hovi Baby	Jay Z	Edmonds/Carter	50.00%	50.00%	World Wide
136377	How Am I Doin'	Dierks Bently	Bentley/X	50.00%	50.00%	World Wide
206701	How Deep Is Your Love	Dru Hill	Cousin/Andrews/Campbell/Ruffin	20.00%	20.00%	World Wide
	How Do You Know	Gemini	Tommy Faragher, Nick Howard	100.00%	100.00%	World Wide
549170	How Does It Feel	Avril Lavigne	Kreviazuk/Lavigne	50.00%	50.00%	World Wide
133392	How Many Mics	The Fugees	Hill/Jean/Michel	100.00%	100.00%	World Wide
110127	How To Rob	50 Cent	Barnes/Oliver/Casey/Finch/ Jackson/Angelettie	20.00%	20.00%	World Wide
11016	How We Do	The Game	Mason, Young, Jackson, Elizondo, Hughes, Deyo, Taylor	50.00%	50.00%	World Wide
4252	Humpin' Around	Bobby Brown	Edmonds/Reid/Simmons	28.35%	28.35%	World Wide
2141	Husbands and Wives	Brooks & Dunn	Miller	100.00%	100.00%	World Ex Denmark, Finland, Iceland, Sweden, Norway, Italy, British Isles, Eire, S. Africa, Australia, and France
107468	Hush	Larry Williams / Deep Purple	Joe South	100.00%	100.00%	World Wide

SCHEDULE A

Song #	Title	Artist	Writer	% Controlled	US %	Territory (WW=Worldwide)
1983	Hush	LL Cool J feat. 7 Aurelius	Smith/Aurelius/Graham/Mims/Bushnell	35%	35.00%	World Wide
31743	Hypothetically	Lyle	Jennings	100%	100.00%	World Wide
83987	I Am The Walrus (Fr "Magical Mystery Tour)	Beatles	Mc Cartney, Paul , John Lennon	66.66%	100.00%	World Wide
495652	I Believe	Diamond Rio	Kees/Ewing	100.00%	100.00%	World Wide
553521	I Believe	Fantasia (Am. Idol)	Gray/Walters/Biancaniello)	33.34%	33.34%	World Wide
031743	I Can't	Lyle	Jennings	100.00%	100.00%	World Wide
195889	I Can't Live Without My Radio	LL Cool J	Smith/Rubin	87.50%	87.50%	World Wide
338331	I Can't Read You	Daniel Bedingfield	Bedingfield	100.00%	100.00%	World Wide
446192	I Can't Stop Loving You	Don Gibson	Gibson	100.00%	100.00%	World Wide
289261	I Can't Take It No More Remix	3LW	Barnes/Olivier/jones/Epps/Baxter/Jones/Grey	50.00%	50.00%	World Wide
51357	I Could Fall In Love	Selena	Thomas	100.00%	100.00%	Worldwide
255121	I Didn't Know My Own Strength	Lorrie Morgan	Byrne / Bowles	25.00%	25.00%	Worldwide
51675	I Don't Want To Know	Fleetwood Mac	Stevie Nicks	100.00%	100.00%	World Wide
37767	I Drove All Night	Celine Dion/Cyndi Lauper	Steinberg/Kelly	100.00%	100.00%	Worldwide
83971	I Feel Fine	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
151967	I Get Around	Tupac Shakur	Brooks Ronald R, Jacobs Gregory E, Murdock Shirley J, Shakur Tupac Amaru, Troutman Larry, Troutman Roger	35.00%	35.00%	World Wide
255595	I Go Back	Kenny Chesney	Chesney	100.00%	100.00%	World Wide
496266	I Got A Feelin'	Billy Currington	Beathard/Currington/Chamberlain	33.33%	33.33%	World Wide
298701	I Got A Story to Tell	Notorious B.I.G	Anthony Best, Sean Puffy Combs, Chucky Thompson, Christopher Wallace	10.00%	10.00%	WW
2321	I Gotta Get Drunk	Willie Nelson	Nelson	100.00%	100.00%	World excluding Australia, New Zealand, Belgium, Brazil, UK, Germany, Austria, Switzerland, Italy, Scandinavia, Greece, Holland, South Africa
614400	I Hate Myself For Losing You	Kelly Clarkson	Solomon/Harry/Dioguardia	33.34%	33.34%	USA and Canada Only
104117	I Just Died In Your Arms Tonight	Cutting Crew	Eede	100.00%	100.00%	World Wide
105435	I Keep Looking	Sara Evans	Evans / Shapiro / Martin	91.66%	91.66%	Worldwide
609563	I Love	J-Lo	Rooney, Kelly, Robinson	50.00%	50.00%	Worldwide
107632	I Love The Nightlife	Alicia Bridges	Bridges/Hutcheson	100.00%	100.00%	World Wide
623252	I Love This Bar	Toby Keith	Keith/Emerick	50.00%	50.00%	World Wide
60180	I Love You	Martina McBride	Hyler / Follese / Follese	33.33%	33.33%	World ex. Italy
123833	I Melt	Rascal Flatts	Levox/Thrasher	33.34%	33.34%	World Wide
107320	I Miss My Friend	Darryl Worley	Martin / Nesler / Shapiro	58.33%	58.33%	Worldwide
24295	I Miss You	Klymaxx	Maisby	100.00%	100.00%	World Wide
77993	I Need Love	LL Cool J	Smith/ Ervin/Ettinger/Pierce/ Simon	56.25%	56.25%	World Wide
03292	I Need To Know	Marc Anthony	Rooney/Anthony	100.00%	100.00%	World wide
274815	(I Never Promised You A) Rose Garden	Martina McBride	Joe South	100.00%	100.00%	World Wide
450545	I Saw The Light	Hank Williams	Hank Williams	100.00%	100.00%	World Wide
316139	I See Right Through You	DJ Encore featuring Engelina	Hemmeth, Andreas Bang - Larsen, Engelina - Parsberg, -Michael - Stavnstrup, Jakob	89.33%	89.33%	World Wide
116658	I Should Be So Lucky	Kylie Minogue	Stock/Aitken/Waterman	33.34%	33.34%	World wide
83989	I Should Have Known Better	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
29513	I Sometimes Wish I Was Dead	Depeche Mode	Clarke	100.00%	100.00%	World Wide
410993	I Still Love You	Next	Johnson/Bristol/Edmons/Tolbert/Lighty/Huggar/Brown/Clowers	29.28%	29.28%	World Wide
106772	I Think I'm In Love With You	Jessica Simpson	Rooney/Shea/Mellencamp	16.67%	16.67%	World Wide
37769	I Touch Myself	The Divinyls	Kelly, Tom / Steinberg, William E.	60.00%	60.00%	World Wide
110829	I Wanna Be With You	Mandy Moore	Thomas/ Peiken/ Arbucke	65.00%	65.00%	World wide
106784	I Wanna Love You Forever	Color Me Badd	Louis Biancaniello ,Watters, Samuel J.	50.00%	50.00%	World Wide
111086	I Want Candy	Bow wow wow/Aaron Carter	Feldman/Goldstein/Berns/Gottehrer	75.00%	75.00%	US
338354	I Want To Live	Josh Gracin	James/Rutherford	50.00%	50.00%	World Wide
304059	I Want To With You	Leann Rimes	Shapiro/Rutherford	50.00%	50.00%	World Wide
198018	I Want You	LL Cool J	Rubin / Smith	87.50%	87.50%	World Wide
519023	I Want You	Thalia feat. Fat Joe	Rooney/Bruno/Cartagena/ Russell	20.00%	20.00%	World Wide
53761	I Want Your Love	Chic	Edwards / Rodgers	50% Sony/ATV Songs LLC	50.00%	Worldwide
83996	I Will	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100%	World Wide
480565	I Will Be Here For You	Michael W. Smith	Smith/Warren	50.00%	50.00%	World Wide
56937	I Will Remember You	Sarah McLachlan	McLachlin/Egan/Morenda	40.00%	40.00%	World excluding Canada
168752	I Wonder If Heaven Got A Ghetto (Hip Hop Version)	Tupac Shakur	Goodman Larry Darnell, Mc Dowell Derrick, Shakur Tupac Amaru, Troutman Larry, Troutman Roger	25.00%	25.00%	World Wide
448389	I.E.A.I.A.I.O.	System of a Down	Malakian, Tankian, Odadjuan, Dolmayan, Phillips, Larson, Pfister	85.50%	85.50%	World Wide
45900	Ice Ice Baby	Vanilla Ice	Johnson/Van Winkle/Brown	6.66%	6.66%	World Wide
106561	If	Bread	Gates David A	100.00%	100.00%	World Wide
347340	If Heaven	Andy Griggs	Peters	100.00%	100.00%	World Wide
196772	If I Needed Someone	Beatles	Harrison	100.00%	100.00%	World Wide
292324	If I Want To	Usher	Troutman/Edmonds/Dupri/Wallace/Cox/Harvey/Usher	25.94%	25.94%	World Wide
553487	If She Were Any Other Woman	Duddy Jewell	Beavers/Lovelace/Harrington	33.34%	33.34%	World Wide
	If The World Was Mine	Nas		SPLITS PENDING		
8530	If U Be My Baby	Stevie Brock	Bowen/Nystrom/Calderon	33.33%	33.33%	World Wide
J2019	If Ya Getting Down	Five	Conlon / Brown / Breen / Stannard / Gallagher / Cleveland	25.00%	25.00%	Worldwide
317504	If You Come To Me	Atomic Kitten	Stannard/Gallagher/Howes/Harrington/Murphy	20.00%	20.00%	World Wide
527462	If You Ever Stop Loving Me	Montgomery Gentry	DePiero/Shapiro/Rutherford	66.66%	66.66%	World Wide
99465	If You Had My Love	J-Lo	Lopez, Jennifer L. , Mark Rooney, Leshawn Daniels, Fred Jerkins III, Rodney Jerkins	15.00%	15.00%	World Wide

SCHEDULE A

Song ID	Song Title	Artist	Writer	US % Territory	US % Territory	WW % Territory
	If You Tolerate This Your Children		Bradfield/Jones/Moore	100.00%	100.00%	Worldwide
8708	Will Be Next	Manic Street Preachers				
349320	If You Walk Away	Fefe Dobson	Levine, Dobson	75.00%	75.00%	Worldwide
108825	If You're Gonna Play In Texas	Alabama	Kellum/Mitchell	12.50%	12.50%	World Wide
505037	If You're Not The One	Daniel Bedingfield	Daniel Bedingfield	100.00%	100.00%	World Wide
183568	I'll Be Okay	Amanda Marshall	Wells/Clarke	25.00%	25.00%	World Wide
83977	I'll Follow The Sun	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
47425	I'll Make Love To You	Boyz II Men	Edmonds	100.00%	100.00%	World Wide
46880	I'll Never Forgive My heart	Brooks & Dunn	Dunn/Dunn/Dillon	100.00%	100.00%	World Wide
130134	I'll Think Of A Reason Later	Lee Ann Womack	Martin / Nichols	37.50%	37.50%	Worldwide
54494	I'm A Believer	Monkeys	Diamond	75.00%	75.00%	World Wide
522811	I'm A Rough Ryder	Drag-On	Qualtes/Smalls/Williams/Davis	25.00%	25.00%	World Wide
118309	I'm A Thug	Trick Daddy	Vanhoy/Young/Duggins	50.00%	50.00%	Worldwide
	I'm About To Get Her	LL Cool J	Homes/Kelly/Riley/Smith/Williams	pending	pending	
	I'm Already There	Lonestar	McDonald/Myers/Baker	33.34%	33.34%	World Wide
104231						
77986	I'm Bad	LL Cool J	Smith/Simon/Ervin	56.25%	56.25%	World wide
167284	I'm Coming Out	Diana Ross	Edwards, Bernard - Rodgers, Nile Gregory	50.00%	50.00%	World wide
505005	I'm Glad	Jennifer Lopez	Rooney/Lopez/ Oliver/Weaver	80.00%	80.00%	World wide
130256	I'm Gonna Be Alright	Jennifer Lopez	Lopez/Rooney/Oliver/Cook/ Lapread	50.00%	50.00%	World wide
298354	I'm Just Talking About Tonight	Toby Keith	Emerick/Keith	50.00%	50.00%	World wide
83984	I'm Looking Through You	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
	I'm Only Sleeping	Beatles	Lennon / Mccartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
83985						
106757	I'm Outta Love	Anastacia	Anastacia, Sam Watters, Louis Biancaniello	42.50%	42.50%	Worldwide
130283	I'm Real	Jennifer Lopez	J. Lopez, T. Oliver, C. Rooney, L.E.S.	47.50%	47.5	
83988	I'm So Tired	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
78006	I'm That Type of Guy	LL Cool J	Ettinger/Simon/Smith	25.00%	25.00%	World Wide
27848	I'm Your Baby Tonight	Whitney Houston	L.A. Reid, Babyface	62.50%	62.50%	World Wide
103171	In Another World	Joe Diffie	Shapiro / Wilson / Yeary	33.33%	33.33%	Worldwide
91456	In My Life	Beatles	Lennon John/Mc Cartney Paul	100.00%	100.00%	World Wide
91456	In My Life	Juvenile Feat Manny Fresh	Lennon John/Mc Cartney Paul	100.00%	100.00%	World Wide
527412	In My Life	The Rasmus	Ylönen,Lauri/Heinonen,Eero/Rantasal	100.00%	100.00%	World Wide
289714	In My Lifetime	Jay-Z	Romeo/Burke/Browne/Carter	48.00%	48.00%	World Wide
106531	In The Ghetto	Presley, Elvis	M Davis	75.00%	75.00%	World Wide
527402	In the Shadows	Rasmus	Yloenen/Rantasalmi/Heinonen/Hakala	100.00%	100.00%	World Wide
58345	In The Summertime	Mungo Jerry	Ray Dorset	50.00%	50.00%	World Wide
505212	In This Skin	Jessica Simpson	Fusari/Harmon/Simpson	33.34%	33.34%	World Wide
31672	In Your Eyes	Kylie Minogue	Stannard / Minogue / Gallagher / Howes	25.00%	25.00%	Worldwide
38104	In Your Room	The Bangles	Steinberg, Kelly, Hoffs	66.67%	66.67%	Worldwide
80153	Independence Day	Carrie Underwood	Gretchen Peters	100.00%	100.00%	World Wide
113540	Independent Women Part 1	Destiny's Child	Rooney,Mark/ Barnes,Samuel/ Olivier,Jean Claude / Knowles,Beyonce	100.00%	100.00%	Worldwide
449836	Indian Outlaw	Tim McGraw	Loudermilk / Simmons / Barnes	33.34%	33.34%	World Wide
524128	Industry	Wyclef Jean	Jean/Duplessis/Whitherspoon/Rise/Dean	37.50%	37.50%	World Wide
448363	Innervision	System of a Down	Malakian, Tankian, Odadjian, Dolmayan	100.00%	100.00%	World Wide
135133	Innocent	Our Lady Peace	Coutts/Maida/Taggart	100.00%	100.00%	World Wide
129519	Insatiable	Darren Hayes	Hayes / Afanasieff	50.00%	50.00%	Worldwide
99447	Is Anybody Home	Our Lady Peace	Maida/Lanni	50.00%	50.00%	Worldwide
	Is She Really Going Out With Him?	Joe Jackson	Joe Jackson	100.00%	100.00%	World Wide
447697						
298013	It's a Sin	Pet Shop Boys	Tennant/Lowe	100.00%	100.00%	World Wide
114251	It's Alright To Be A Redneck	Alan Jackson	MacLaughlin / Kenner	1250.00%	12.50%	Worldwide
501148	It's Getting Better All the Time	Brooks & Dunn	Cook/Bowman	100.00%	100.00%	Worldwide
24952	It's No Crime	Babyface	Edmonds/Reid/Simmons	41.67%	41.67%	World Wide
117318	It's No Secret	Kylie Minogue	Aitken/Stock/Waterman	33.34%	33.34%	World Wide
83991	It's Only Love	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
340959	I've Got You	ANTHONY MARC	Rooney, Dioguardi	75.00%	75.00%	WW
	I've Just Seen A Face	Beatles	Lennon / Mccartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
83993						
167053	Jacking 4 Beats	Ice Cube	Baker/Barbata/Ice Cube/Jones/Kayan/Nichol/Pons	9.38%	9.37%	World Wide
450461	Jambalaya	Hank Williams	Hank Williams	60.00%	60.00%	US
06710	James Dean	Daniel Bedingfield	Bedingfield, Daniel	100.00%	100.00%	World Wide
197385	Jazzie's Groove	Soul II Soul	Hooper/Romeo	50.00%	50.00%	World Wide
517083	Jenny From the Block	J-Lo	Oliver, Oliver, Deyo, Lopez, Oliver Barnes	9.20%	9.20%	World Wide
81942	Jenny Jenny	Little Richard	Johnson Enotris/Penniman Richard W	100.00%	100.00%	World Wide
116727	Jezebel	Choly Wright	Hummon / Demoreus	50.00%	50.00%	Worldwide
	Jigga That Nigga	Jay-Z	Carter / Olivier / Barnes	33.34%	33.34%	Worldwide
128643						
78011	Jingling Baby	LL Cool J	Smith/Coffey/Simon	40.31%	40.31%	World Wide
195774	Johnny Feel Good	Liz Phair	Phair	100.00%	100.00%	World Wide
228907	Juke Box Music	The Kinks	Ray Davies	100.00%	100.00%	USA and Canada Only
83997	Julia	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
213979	Jump (For My Love)	The Pointer Sisters	Mitchell/Sharron/Skardina	16.66%	33.33%	World Wide
111335	JUMPIN' JUMPIN'	DESTINY'S CHILD	Eliot, Knowles, Moore, Alexander	50.00%	50%	Worldwide
132222	JUSQU'A ME PERDRE	Garou	ADAMS BRYAN, KENNEDY ELIOT JOHN	87.50%	8750%	Worldwide
		Neo	B.H. Edwards/Jones, N./L. David Lewis/Peacock,	25.00%	25%	
8532	Just A Moment		C./Rodgers, N.			Worldwide
447702	Just Because	Joe Jackson	Joe Jackson	100.00%	100%	World Wide
38065	Just Can't Get Enough	Depeche Mode	V. Clarke	100.00%	100.00%	World Wide
80778	Just Once	N/a	Mann/Weill	100.00%	100.00%	World Wide
130109	Just To See You Smile	Tim McGraw	Nesler / Martin	37.50%	37.50%	Worldwide
161778	Kaleidoscope Skies	Jam & Spoon	Ellmer/Lonich/Bacharach/Hal/Loefel	31.50%	31.50%	World Wide
450707	Kaw-Liga	Hank Williams	Williams/Rose	100.00%	100.00%	World Wide

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SCHEDULE A

750	Keep their heads ringin'	Dr. Dre	Brown, Chisholm, Cooks, Yound Robinson, Sneed, Anderson	25.00%	25.00%	World Wide
67960	Keep Ya Head Up	2 Pac	Troutman/Shakur/Anderson	31.25%	31.25%	World Wide
100165	Keepin' Up	Alabama	R. Fowler/T. Gentry/R. Owen/R. Rogers	100.00%	100.00%	World Wide
526873	Keg In The Closet	Kenny Chesney	Chesney/James/Onaly	100.00%	100.00%	World Wide
50851	Kentucky Woman	Neil Diamond	Neil Diamond	100.00%	100.00%	World Wide
330838	Ketchup Song	Las Ketchup	Ruiz/Benito	100.00%	100.00%	World Wide
109219	Key Largo	Bertie Higgins	Higgins E Elbert Joseph/Limbo Sonny	75.00%	75.00%	World Wide
536123	Key Lime Pie	Kenny Chesney	Chesney, Anderson, Cannon	33.34%	33.34%	World Wide
67111	Killing Me Softly With His Song	Roberta Flack; Fugees	Fox Charles/Gimbel Norman	50.00%	50.00%	
3328	KING OF THE ROAD	ROGER MILLER	Roger Miller	100.00%	100%	Worldwide excluding UK, S.Africa, Benelux, Scandinavia, Australasia, Italy, France, Brazil, Argentina, Chile, Uruguay, Germany, Austria, Japan
619217	Kirikirimal	Orange Range	Orange Range	100.00%	100%	World EX Japan
156598	Kissing You	Des'ree	Weeks/Attack	50.00%	50.00%	World Wide
	Knock Three Times	Tony Orlando & Dawn	Brown/Levine	Sony/Lostrada 55%	55%	World Wide
333919	Kusha Las Playas	Las Ketchup	Ruiz/Munoz/Munoz/Munoz	100.00%	100%	World Wide
276686	La Bomba	King Africa	Zambrana,Fabio	100.00%	100.00%	World Wide
214232	La Brisa	Queco	Francisco Manuel Ruiz Gomez	100.00%	100%	World Wide
595201	La Locura	Yahir	Alejandro Jaen, Rafael Vergara, William Paz	33.34%	33%	World Wide
114280	Lady (Hear Me Tonight)	Modjo	Rodgers / Edwards / Destagnol / Tranchart	25.00%	25%	World
100143	Lady Down On Love	Alabama	Owen	100.00%	100%	world Wide
03908	Lady Madonna	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
552260	Laid To Rest	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.	100.00%	100.00%	WW
51686	Landslide	Dixie Chicks	Stevie Nicks	100.00%	100.00%	World Wide
59469	Last Night	As Yet	Edmonds/Andes	50.00%	50.00%	World Wide
79130	Laughter In The Rain	Neil Sedaka	Cody Philip/Sedaka Neil	12.50%	12.50%	WW
212301	Lawdy Miss Clawdy	Elvis Presley	Price	100.00%	100.00%	World Wide
53776	La Freak	Chic	Rogers, Nile G., Bernard Edwards	50.00%	50.00%	World Wide
524335	Learn Chinese	Jin feat. Wyclef Jean	Jean/Brown/Duplessis/Auyueng	10.00%	10.00%	World Wide
249388	Let Forever Be		Gallagher, Rowland, Simons	50.00%	50.00%	World Wide
84119	Let It Be	Beatles	Lennon John/Mc Cartney Paul	64.167% Sony, 35.833 EMI	100.00%	World Wide
508005	Let's Be Us Again	Lonestar	McDonald/James/Derry	33.34%	33.34%	World Wide
631707	Let's Do This Right	Lyle	Jennings	100.00%	100.00%	World Wide
40758	Let's Go To Vegas	Faith Hill	Staley, Karen R.	100.00%	100.00%	World Wide
60262	Let's Make A Night To Remember	Bryan Adams	Adams/Lange	40.00%	40.00%	World Wide
114809	Life	Our Lady Peace	Makda/Lanni/Taggart/Coutts	80.00%	80.00%	Worldwide
28979	Life Goes On	The Kinks	Ray Davies	100.00%	100.00%	USA and Canada Only
62440	Life Turned Her That Way	Ricky Van Shelton	Howard	100.00%	100.00%	World Wide
37791	Like A Virgin	Madonna	Kelly, Thomas F., Steinberg, William E.	100.00%	100.00%	World Wide
	Lipstick	Alejandra Guzman	Child/Domaniewks/Greene/Guzman/Horovitz/Nguy	25.00%	25.00%	World Wide
	Little Bitty	Tom T. Hall/Alan Jackson	Hall	100.00%	100.00%	World Wide
449649						
327240	Little by Little	Noel Gallagher	Gallagher	100.00%	100.00%	WW
60832	Little Goodbyes	SHeDaisy	Greenberg/Deere/Osborn	33.34%	33.34%	Worldwide
46879	Little Miss Honky Tonk	Brooks & Dunn	Dunn	100.00%	100.00%	World Wide
	Live Now	Nas		SPLITS PENDING		
84120	Long & Winding Road	Beatles	Lennon John/Mc Cartney Paul	64.167% Sony, 35.833 EMI	100.00%	World Wide
814584	Long As You Come Home	Brooke Valentino	Randolph / Spencer / Smith / Milsap / Spencer / Johnson	50.00%	50.00%	World Wide
129698	Long Black Train	Josh Turner	Turner	100.00%	100.00%	World Wide
82975	Long Tall Sally	Little Richard	Penniman/Johnson/Blackwell	100.00%	100.00%	World Wide
599802	Lose My Breath	Destiny's Child	Jerkins/Garrett/Knowles/Rowland,M. Williams/Jerkins III/ Daniels, Carte	24.16	24.16%	World Wide
109034	Losing Lisa	Ben Folds	Ben Folds, Frally Hynes	95.00%	95%	World Wide
625472	Lost In Hollywood	System of a Down	Tankian / Malakian	100.00%	100%	World Wide
131673	Love At First Sight	Kylie Minogue	Minogue/ Stanard/ Gallagher/ Howes/ Harrington	20.00%	20.00%	Worldwide
537911	Love Doesn't Live Here No More	Ricky Fante	Deutsch/Fante/Harris/Kats	25.00%	25.00%	Worldwide
91508	Love Like This	Faith Evans	Rodgers/Edwards/Combs/Evans/ Emery/Lawrence/Crawford	25.00%	25.00%	World Wide
20538	Love of a Lifetime	Firehouse	Snare/Leverty	100.00%	100.00%	World Wide
14201	Love Overboard	Gladys Knight	Calloway	25.00%	25.00%	World Wide
131648	Love You Out Loud	Rascal Flatts	James/Wilson	100.00%	100.00%	World Wide
84003	Lovely Rita	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
133892	Lover I Don't Have To Love	Bright Eyes	Oberst	100.00%	100.00%	World Wide
601917	Lover's Ghetto	Angie Stone	Temperton, Moore, Randolph, Smith, Spencer	50.00%	50.00%	World Wide
35525	Lovin' All Night	Patty Loveless	Crowell	100.00%	100.00%	World Wide
527801	Loving Days	Kylie Minogue	Stannard/Minogue	25.00%	25.00%	World Wide
601780	Lua	Bright Eyes	Oberst	100.00%	100.00%	World Wide
150791	Luchini	Camp Lo	Randolph / Spencer / Smith / Wallace / Wilds / Wilks	50.00%	50.00%	World Wide
02969	Lucille	Kenny Rogers	Bowling Roger Dale/Bynum Hal	100.00%	100.00%	World Wide
84004	Lucy In The Sky With Diamonds	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
09499	Luv U Better	LL Cool J	Smith/Williams/Hugo	33.34%	33.34%	World Wide
09457	Lyla	Oasis	Gallagher, Noel	100.00%	100.00%	World Wide
48891	Lyrical Gangbang	Dr. Dre	Allen/Broadus/Brown/Collins/Hathaway/Young	5.00%	5.00%	World Wide
237986	Ma Baker	Boney M	Jay/Reyam/Farian	100.00%	100.00%	World Wide
631762	Made Up My Mind	Lyle	Jennings	100.00%	100.00%	World Wide
60678	Madman	Silverchair	Johns	100.00%	100.00%	World wide
84005	Magical Mystery Tour	Beatles	Lennon, John W. McCartney, Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
106570	Make It With You	Bread	Gates David A	100.00%	100.00%	World Wide

SCHEDULE A

Song No.	Title	Artist	Writer	% Collected	% Claimed (WW/Wards Wide)
3842	Make The World Go Away	Elvis Presley	Cochran	100.00%	100.00% World Wide
7522	Making Love For Fun	Enrique Iglesias	Fishbein/Iglesias/Dloguardi/Morales/Siegel	5.00%	5.00% World Wide
97555	Making Memories Of Us	Keith Urban	R.Crowell	100.00%	100.00% World Wide
265759	Mama Said Knock You Out	LL Cool J	Smith/Williams/Morrison/Stewart/Jacobs/Clinton/Collins/McCants/McCants	7.42%	7.42% World Wide
902066	Mamas Dont Let Your Babies Grow Up To Be Cowboys	Willie Nelson/Waylon Jennings	Bruce/Bruce	100.00%	100.00% World Wide
101240	Maria Maria	Santana	Jean/Duplessis/Santana/Perezzo/Rekow	65.00%	65.00% World Wide
228018	Marmalade	System of a Down	Malakian, Tankian, Odadjuan, Dolmayan	100.00%	100.00% World Wide
101168	Marrakesh Express	Crosby, Stills & Nash	C. Nash	100.00%	100.00% World Wide
84006	Martha My Dear	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
553385	Mass Destruction	Faithless	Fraser / Bentovim / Armstrong / Nut	26.67%	26.67% World Wide
84121	Maxwell's Silver Hammer	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00% World Wide
106437	Maybe I'm Amazed	Paul McCartney	McCartney	64.167% Sony, 35.833 EMI	100.00% World Wide
505811	Maybe This Christmas		Sexsmith	100.00%	100.00% World Wide
598617	Me Dedique a Perderte	Alejandro Fernandez	Garcia	100% Sony Music ent Mx, S.A. De C.V.	100.00% WW
35323	Me Estoy Enamorando	La Mafia	Larinaga	100.00%	100.00% World Wide
84122	Mean Mr. Mustard	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00% World Wide
83303	Meet Me In Montana	Jo Dee Messina	Goodrum / Maher	100.00%	100.00% world wide
24351	Meeting In The Ladies Room	Klymaxx	Calloway/Calloway/Watson	51.95%	51.95% World Wide
	Mesmerized	Faith Evans	"update in Moviso when splits are decided"	Pending	pending
96249	Mess	Ben Folds Five	Ben Folds	100.00%	100% World Wide
	Message to the Boys	Nas		SPLITS PENDING	
75993	Miami	Will Smith	Shelby/Shockley/Sylvers/Smith	50.00%	50% World wide
84007	Michelle	Beatles	Lennon John/Mc Cartney Paul	66.87% Sony, 33.33% EMI	100.00% World Wide
14213	Midas Touch	Midnight Star	Watson	94.45%	94.45% World Wide
22105	Miracle	Whitney Houston	Eadmons / Reid	62.50%	62.50% World Wide
75119	Mo Money, Mo Problems	Notorious B.I.G.	Edwards/Rogers/Combs/ Wallace/Jordan/Phillips	30.00%	30.00% WW
340320	Moment Like This	Kelly Clarkson	Reid/Eloffson	50.00%	50.00% World Wide
554458	Money Ain't A Thang	Jermaine Dupri	Arrington/Parker/Carter/Carter/Hankerson/Dupri	50.00%	50.00% World Wide
167977	More Bounce	Heavy D.	Troutman, Myers	31.25%	31.25% World Wide
151955	More Bounce to the Ounce	Zapp	Troutman/Sala	62.50%	62.50% World Wide
113353	More Than That	Backstreet Boys	Anders/Wennerberg/Jemberg	6667.00%	66.66% World Wide
12110	Morning Glory	Oasis	Noel Gallagher	100.00%	100.00% Worldwide
11756	Most Girls	Pink	Babyface / Thomas	50.00%	50.00% Worldwide
84009	Mother Nature's Son	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
100145	Mountain Music	Alabama	Owen	100.00%	100.00% World ex. Belgium / Holland / and Luxembourg
450546	Move It On Over	George Thorogood & The Destroyers	Williams	100.00%	100.00% World Wide
	Move Somethin'	LL Cool J	James Smith/Johnson	pending	pending
113833	Movin Melodies	ATB	Tannebergar	100.00%	100.00% World Wide
244779	Movin On Without You	Utada Hikaru	Hikaru	100.00%	100.00% World Wide
627752	Moving Pictures	Fall Out Boy	Peter Wentz, Patrick Stumph, Joseph Trohman	100.00%	100.00% World Wide
229003	Mr. Big (Man)	The Kinks	Ray Davies	100.00%	100.00% USA and Canada Only
451662	Mr. Mom	Lonestar	Harbin/Ron/McDonald/Primmer/Don	33.34%	33.34% World Wide
111890	Murder Was The Case	Snoop Dogg	Young/Trawick/Griffin/Boradus/Arnaud	37.50%	37.50% World Wide
631699	Must Be Nice	Lyle Jennings	Jennings	100.00%	100.00% World Wide
208896	My All	Mariah Carey	Carey/Afanasieff	50.00%	50.00% World Wide
103251	My Baby You	Marc Anthony	Afanasieff, Walter N., Muniz, Mark A.	100.00%	100.00% World Wide
540975	My Buddy	G-Uni	Brown/Jackson/Lloude/Morricone/Ausar	16.67%	16.67% Worldwide
304081	My Give A Damn Is Busted	Jo Dee Messina	Diffie/Shapiro/Martin	58.34%	58.34% World Wide
106898	My Heart Is Lost In You	Brooks & Dunn	Beavers/Hemingtone	50.00%	50.00% World Wide
631765	My Life	Lyle	Jennings	100.00%	100.00% World Wide
157243	My Life	Mary J. Blige	Ayers/Blige/Combs/Delvalle/Thompson	6.25%	6.25% World Wide
95802	My Love Is Your Love	Whitney Houston	Jean Nel Wyclef/Duplessis	75.00%	75.00% World Wide
22100	My My My	ARMAND VAN HELDEN	Edmunds, Simmons	65.62%	65.62% WW
28325	My Next Broken Heart	Brooks & Dunn	Cook/Dunn/Brooks	100.00%	100.00% World Wide
125589	My Oedipus Complex	Kid Rock	Peters/ Ritchie	5.00%	5.00% World Wide
537908	My Song	Ricky Fante	Deutsch/Fante/Harris/Kats	60.00%	60.00% Worldwide
593993	Nada Personal	Marc Anthony	Estefano/Anthony/Reyes	100.00%	100.00% World Wide
540480	Nas Angels...The Flyest	Nas	Jones/Williams/Hugo	16.66%	16.66% World Wide
118500	Nasty Girl	Destiny's Child	Knowles/ Dent / Brassi / Hackett	30.00%	30.00% Worldwide
315514	Needles	System of a Down	Malakian, Tankian, Odadjuan, Dolmayan	100.00%	100.00% Worldwide
28523	Neon Moon	Brooks & Dunn	Dunn	100.00%	100.00% World Wide
116608	Never Gonna Give You Up	Rick Astley	Stock/Aitken/Waterman	33.34%	33.34% World wide
76464	Never Gonna Let You Go	Faith Evans	Edmonds/Thomas	40.00%	40.00% Worldwide
84222	New York City	John Lennon	Lennon	100.00%	100.00% Worldwide
102500	New York Groove	Ace Frehley	Ballard	100.00%	100.00% Worldwide
109693	Niggas Ain't S**t	Trina/Dr. Dre	Young/Curry/Wolfe/Taylor/ Beasley/Broadus	18.75%	18.75% World Wide
422701	Niggaz Done Started Something	DMX	Blackman/Betha/Styles/Simmons/Jacobs/Phillips	50.00%	50.00% World Wide
41152	No Matter What They Say	Lil Kim	Rogers, Thompson, Barrier, Byrd, Jones, Feliciano, Edwards, Henson, Archer, Beavers, Taylor, Hill, Joyner, Griffin	10.00%	10.00% World Wide
597292	No Me Quiero Enamorar	Kalimba	Domm, Ocerensky, Bernal	50.00%	50.00% World Wide
512289	No Me Tortures	Daniel Rene	Pilato/Danny Lopex	35.00%	35.00% Worldwide
38633	No More Mr. Nice Guy	Alice Cooper	Cooper/Bruce	100.00%	100.00% World Wide
	No One Else In The Room	Nas		SPLITS PENDING	
76525	No One Else On Earth	Wynonna	Colucci / Harris / Lorber	41.67%	41.67% World Wide

SCHEDULE A

Song ID	Title	Artist	Writer	% Owned	% Licensed	Territory
77827	No Place That Far	Sara Evans	Evans/Martin/Shapiro	91.66%	91.66%	Worldwide
1013	No Reply	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
77879	No Shelter	Rage Against The Machine	Rocha / Commerford / Morello / Wilk	100.00%	100.00%	Worldwide
495972	No Shoes, No Shirt, No Problems	Kenny Chesney	Beatherd	100.00%	100.00%	World Wide
127508	No Such Thing	John Mayer	Mayer/Cook	85.00%	85.00%	World Wide
296370	Nobody Ever Died of A Broken Heart	Cowboy Crush	Terry Radigan/Kenny Greenberg/Walter Wilson	33.34%	33.34%	World Wide
84014	Norwegian Wood (This Bird Has Flown)	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
55740	Not Gon' Cry	Mary J. Blige	Edmonds	87.50%	87.50%	Worldwide
130024	Not On Your Love	Jeff Carson	Martin /Wilson / Martin	20.84%	20.84%	Worldwide
519624	Not Me	Kenny Thomas	Thomas, Montana, Maher	33.34%	33.34%	World Wide
597449	Not That Kind of Girl	JoJo	Fusari / Belewa / Falonte	25.00%	25.00%	Worldwide
243892	Nothing Even Matters	Lauryn Hill	Hill	100.00%	100.00%	World Wide
593841	Now You've Got Something To Die For	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100% Sony/ATV Songs LLC	100.00%	WW
84016	Nowhere Man	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
238166	Nowhere To Run (Vapor Trail)	Ozzy Osbome	Blades, Rubin, Of dirty bastard, Jordan, Kirkland, Osborne, DMX	18.50%	18.50%	World Wide
607438	Numb/Encore	Jay-Z / Linkin Park	Carter/West	18.75%	18.75%	World Wide
551493	O.G. Bitch	Esthero	Gerald Eaton, Brian West, Esthero	50.00%	50.00%	World Wide
907596	Ob La Di Ob La Da	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
118758	Ocean Spray	Manic Street Preachers	Moore/Jones/Bradfield	100.00%	100.00%	World Wide
84123	Oh Darling	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00%	World Wide
38112	Oh L'Amour	Erasure	Bell/Clarke	100.00%	100.00%	World Wide
448598	Oh Pretty Woman	Roy Orbison	Dees/Orbison	62.50%	62.50%	USA
537908	Oh Yeah	Ricky Fante	Deutsch/Fante/Harris/Kats	35.00%	35.00%	Worldwide
81908	Okie From Muskogee	Merle Haggard	Powers, Haggard	100.00%	100.00%	World Wide
603438	Old Soul Song	Bright Eyes	Oberst	100.00%	100.00%	World Wide
593828	Omerta	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100.00%	100.00%	WW
97049	'On The Inside (Theme from "Prisoner")	Lynne Hamilton	CASWELL DAVID ALLAN	100.00%	100.00%	World Wide
129117	One Day In Your Life	Anastacia	Biancaniello/Newkirk/Walters	33.33%	33.33%	World Wide
593839	One Gun	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100.00%	100.00%	WW
90449	One Man Army	Our Lady Peace	Maida/Lanni	50.00%	50.00%	Worldwide
133604	One Mic	Nas	Jones / Thompson	25.00%	25	WW
64858	One More Chance	Notorious B.I.G.	Carl 'Chucky' Thompson // Christopher Wallace /Sean Combs / Norman Glover / Reginald D. Ellis	16.67%	16.67%	WW
	One Night Stand	Mateeq	Mikkel/ SE/ Rustan/ Hermansen/ Dixon/ Washington/ Nash	16.66%	16.66%	World Wide
138143	One Nite Stand	Sarah Connor	Duplessis/Wyclef/Connor/Fortuna	37.50%	37.50%	World Wide
112688	One Sweet Day	Mariah Carey	M. Carey, N. Morris, W. Morris, S.Stockman, M. McCary, W. Afanasieff	35.00%	35.00%	World Wide
106975	One Voice	Billy Gilman	Cook, Malloy	50.00%	50.00%	World Wide
450370	Only The Lonely	Roy Orbison	Melson/Orbison	50.00%	50.00%	World Wide
38068	Only You	Yaz	V. Clarke	100.00%	100.00%	World Wide
	Ordinary	Train	Hendrickson, Monahan	12.50%	12.50%	World Wide
599470	Other Chicks	Clara	Harris, Spencer, Miles	50.00%	50.00%	World Wide
101174	Our House	Crosby, Stills, Nash & Young	G. Nash	100.00%	100.00%	World Wide
331471	Outro	Amerie	Mark Rooney, Rich Harrison, Amerie Rogers	40.00%	40.00%	World Wide
330810	Outta The Way	The Vines	Nicholls	100.00%	100.00%	World X Australia/New Zealand
811213	Paid the Price	Do or Die	Troutman, Troutman, Round, Round, West, Smith	18.75%	37.50%	World
84019	Paperback Writer	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
504367	Paradise	LL Cool J	Barnes/Olivier/Smith/Jackson/ Rogers/Burke/Felder/Wright	50.00%	50.00%	World Wide
127804	Part II	Method Man & Redman	Edmonds / Wilson / Sermon / Braxton / Noble / Smith	30% Sony/ATV Songs LLC / ECAF Music	30.00%	Worldwide
524145	Party To Damascus	Wyclef feat. Missy Elliot	Jean/Duplessis/Elliot	60.00%	60.00%	World Wide
329212	Pass The Courvosier	Busta Rhymes	Rodgers/Edwards/Muhammed/Tyler/Linzer/Taylor/ Fareed/Smith/Hugo/Woolard/Denny/Lamb/Randal	7.50%	7.50%	World Wide
522303	Pass The Courvosier Part 2	Busta Rhymes	Rodgers/Edwards/Muhammed/Tyler/Linzer/Taylor/ Fareed/Smith/Hugo/Woolard/Denny/Lamb/Randal	7.50%	1.50%	World Wide
234780	Paul Revere	Beastie Boys	Rubin / Horowitz / McDaniels / Simmons	10.00%	10.00%	Worldwide
338351	Peace of Mind	Josh Gracin	James/Verges	50.00%	50.00%	World Wide
127507	Peaceful World	John Mellencamp	Mellencamp	100.00%	100.00%	Worldwide
49168	Pedro Navaja	Ruben Blades	Blades	100.00%	100.00%	World Wide
91454	Penny Lane	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
	Perfect	Snoop Dogg	Broadus/Williams/Hugo/Adu/St.John	25.00%	25.00%	World Wide
38090	Perfect	Sara Evans	Evans/Martin/Shapiro	100.00%	100.00%	World Wide
12887	Perfect Gentleman	Wyclef Jean	Jean / Duplessis / Harris	45.00%	45.00%	Worldwide
501899	Persuaders	N/A	Barry	100.00%	100.00%	World Wide
605091	Peter Pan Overture		Kaczmarek	100.00%	100.00%	World Wide
38295	Philosophy	Ben Folds Five	Folds	100.00%	100.00%	Worldwide
307794	Piano	Glassjaw	Palumbo/Beck	100.00%	100.00%	Worldwide
447592	Pickin' Wildflowers	Keith Anderson	Williams, Rich, Anderson	33.34%	33.34%	World Wide
106713	Picture Perfect	Angela Via	Trullinger/Cosgrove/Clark	3333.00%	33.33%	Worldwide

SCHEDULE A

Source	Title	Artist	Writer	Share	Share	Territory
3545	Piece Of My Heart	Janis Joplin	Berns/ Ragavoy	16.67%	16.67%	World Wide
509	Pienso En Ti	Shakira	Merbarak/ Ochoa	75.00%	75.00%	World Wide
95529	Piggy In The Middle	Beatles	Lennon / Mccartney	82.08% Sony, 17.92% EMI	100.00%	World Wide
610407	Play Something Country	Brooks & Dunn	Dunn/McBride	50.00%	50.00%	World Wide
108852	Please Remember Me	Tim McGraw	Crowell, Jennings	50.00%	50.00%	World Wide
37895	POISON	ALICE COOPER	Cooper, Child, McCurry	42.50%	42.50%	Worldwide
80878	Polyester Bride	Liz Phair	Phair	100.00%	100.00%	World Wide
6462	Pop A Top	Alan Jackson	Stuckey	100.00%	100.00%	Worldwide
125090	Pop Lockin'	Sikk The Shocker	Troutman/Troutman/Hooks/ Hudson/Broadus/Spitman/ Miller/Brooks	Sony/Lastrada 37.5	37.50%	World Wide
45930	Possession	Sarah McLachlan	McLachlan	100.00%	100.00%	World X Canada
617120	Poster Girl	Backstreet Boys	Mann/Bahncke/Tromberg	50.00%	50.00%	World Wide
138853	Power of a Dream	Celine Dion	Edmons/Foster/Thompson	33.34%	33.34%	World Wide
526494	Powerless (Say What You Want)	Nelly Furtado	Eaton/West/Furtado/ Horn/Dudley/ McLaren	26.68%	26.68%	WW
627148	Prelude/Hell of a Town	Joe Jackson	Joe Jackson	100.00%	100.00%	World Wide
	Pretty In Punk	Fall Out Boy	Peter Wentz, Patrick Stumph, Joseph Trohman	100.00%	100.00%	World Wide
4861	Pretty Paper	Roy Orbison	Nelson	100.00%	100.00%	Worldwide EX - Australia, New Zealand, Benelux, Brazil, UK, Germany Austria, Switzerland, Italy, Scandinavia, Denmark, Iceland, and France
54541	Pump Pump	Snoop Dogg	Malik/Broadus/Young	50.00%	50.00%	Worldwide
534809	Pure and Simple	Hear' Say	Clarkson / Hawes / Kirtley	33.34%	33.34%	Worldwide
60882	Pure Massacre	Silverchair	Johns/Gillies	100.00%	100.00%	World Wide
122025	Push It'	Salt n Pepa	Ray Davis/Herby Azor	2.00%	2.00%	Can/Mex/USA
327978	Put It In Your Mouth	Akinyele	Hargis/Adams/Jeffries	100.00%	100.00%	World Wide
450165	Put Your Hands Where My Eyes Can See	Busta Rhymes	Seals/Smith	50.00%	50.00%	World Wide
599865	Quarterbackin	E40	Adams/Stevens/Thornton/Thornton	50.00%	50.00%	World Wide
625479	QUESTION	System of a Down	Malakian/Tankian	100.00%	100.00%	World Wide
527450	Que Lloro	Sin Bandera	Garcia	100.00%	100.00%	World Wide
38282	Radar Love	Golden Earring	Kooymans/Hay	100.00%	100.00%	World Wide
237483	Radio Activity	Kraftwerk	Schult/Heutter/Schneider	100.00%	100.00%	World Wide
523033	Raindrops Will Fall	TAMYRA GRAY	BIANCANIELLO, WATTERS, GRAY	33.34%	33.34%	WW
75013	Rapper's Delight	Sugarhill Gang	Rodgers / Edwards	50.00%	50.00%	Worldwide
237989	Rasputin	Boney M	Jay/Reyam/Farian	100.00%	100.00%	Worldwide
237989	Rat-Tat-Tat-Tat	Dr. Dre	Curry/Young	100.00%	100.00%	Worldwide
337255	A Real Fine Place to Start	Sara Evans	Ducas/Foster	50.00%	50.00%	World
447757	Real Men	Joe Jackson	Joe Jackson	100.00%	100.00%	World Wide
902171	Reaper (Don't Fear The)	Blue Oyster Cult	Roeser, Donald	Sony/ATV Tunes, LLC (ASCAP) 100%	100.00%	World excluding GAS and East Europe
506479	Red Dirt Road	Brooks & Dunn	Brooks/Dunn	100.00%	100.00%	World Wide
48419	Red Light Special	TLC	Edmonds	100.00%	100.00%	World wide
40369	Red Red Wine	Neil Diamond/UB40	Diamond	100.00%	100.00%	WW
133739	Red White And Blue	Lynard Skynard	Van Zant/Van Zant/Warren/Warren	50.00%	50.00%	World Wide
543238	Redneck Woman	Gretchen Wilson	Wilson/Rich	50.00%	50.00%	World Wide
593837	Remorse If For The Dead	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100.00%	100.00%	WW
525733	Re-offender	Travis	Healy	100.00%	100.00%	Worldwide
341951	Requiem For A Dream Theme	Clint Mansell	Mansell	12.50%	12.50%	World Wide
272712	Respectable	Mel and Kim	Stock/Aitken/Waterman	33.34%	33.34%	World Wide
84022	Revolution	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
51896	Rhiannon	Fleetwood Mac	Stevie Nicks	100.00%	100.00%	World Wide
612019	Rich Girl	Gwen Stefani	Kreviazuk/Stefani/Dioguard/Alazano	91.00%	5.00%	World Wide
512555	Ride	The Vines	Nicholls	100.00%	100.00%	World Wide
603444	Rode To Joy	Bright Eyes	Oberst	100.00%	100.00%	World Wide
85087	Rock Around The Clock	Bill Haley	Max C. Freedman/J. Myers	75.00%	75.00%	US, Canada, & Mexico
517481	Rock Me	Liz Phair	Alspach/Edwards/Christy/Phair	25.00%	25.00%	World Wide
77931	Rock The Bells	LL Cool J	Smith/Rubin	87.50%	87.50%	World Wide
	Rock The Party	Five	Gibb / Brown / Breen / Conlon / Gallagher / Stannard	8.00%	8.00%	World Wide
84025	Rocky Raccoon	Beatles	Lennon, John W. , McCartney, Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
603447	Roll With You	Clara	Spencer, Miles, Harris	25.00%	50.00%	World
274815	Rose Garden	Lynn Anderson	Joe South	100.00%	100.00%	World Wide
448368	Roulette	System of a Down	Malakian, Tankian, Odadjuan, Dolmayan	100.00%	100.00%	World Wide
595356	Rub My Back	LL Cool J	James Smith, Tim Mosley	50.00%	50.00%	World Wide
602188	Rumours	Lindsay Lohan	Rooney, Jackson, Jackson, Lohan	50.00%	50.00%	World Wide
125150	Run For Cover	Sugababes	Lipsey / Donaghy / Buena / Buchanan	25.00%	25.00%	Worldwide
506746	Run, Run, Run	Ryan Tyler	Powell/Davis/Kayle	33.34%	33.34%	World Wide
211945	Salome	Chayanne	Salgado	100.00%	100.00%	World Wide
132199	Same Old Brand New You	A1	Adams/Ingerbigdsen/Read/Foster	50.00%	50.00%	World Wide
269999	Satisfy You	Puff Daddy / R. Kelly	Walker/Combs/Mcelroy/Foster/Price/Kelly/Greene	10.00%	10.00%	World Wide
111341	Say My Name	Destiny's Child	Beyonce Knowles, Kelendria T Rowland, Latavia Roberson, Rodney Jerkins,Daniels, Lashawn A., Fred Jerkins III	20.00%	20.00%	World Wide
62015	Say You'll Be there	Spice Girls	Beckham/Brown/Buck/Bunton/Chisholm/Halliwell/Kennedy	66.67%	66.67%	World Wide
05742	Scandalous	Misteeq	Eriksen/Rustan/Hermansen	16.67%	16.67%	World Wide
15518	Science	System of a Down	Malakian, Tankian, Odadjuan, Dolmayan	100.00%	100.00%	World Wide
594794	Se Esfuma Tu Amor	Marc Anthony	Salgado/Pagan	100.00%	100.00%	World Wide
145504	Se Quiere Se Mata	Shakira	Mebarak/Ochoa	25.00%	25.00%	World Wide
84028	Seargent Pepper's Lonely Hearts Club Band	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
480630	Secret Ambition	Michael W. Smith	Smith/Kirkpatrick/Gill	50.00%	50.00%	World Wide
51531	Secret Of Life	Faith Hill	Peters	100.00%	100.00%	World Wide
300897	Secretly	Jennifer Lopez	Shakir, Rooney, Oliver, Lopez	90.00%	90.00%	World Wide

SCHEDULE A

Song	Title	Artist	Writer	DSP Collection	US Territory/Worldwide Licensed
1924	Sentada Aqui en mi Alma	Chayanne	Estefano/Reyes	100.00%	100.00% Universe
543	Serial Killa	Snoop Dogg	Ameud/Brown/Middendorf/Broadus/Thomas/Williar	20.00%	20.00% World Wide
68137	Sesame Street Theme	N/A	Raposo/Hart/Stone	Sony/ATV 50%	50.00% World excluding Asian territories
148323	Setting Sun	Chemical Brothers	Gallagher/Rowlands/Simons	50.00%	50.00% World Wide
37818	Sex As A Weapon	Pat Benetar	Steinberg/Kelly	100.00%	100.00% World Wide
118503	Sexy Daddy	Destiny's Child	Beyonce Knowles Damon Elliott	60.00%	60.00% World Wide
84029	Sexy Sadie	Beatles	Lennon / McCartney	100.00%	100.00% World Wide
	Shake It Baby	LL Cool J	Johnson/Smith/Taylor	pending	pending
334366	Shake Ya Body	Jay Z & R Kelly	Barnes/Olivier/Kelly/Dewese/Jones/Robinson	20.00%	20.00% World Wide
554336	Shake Ya Tail Feather	Murphy Lee, Nelly and P Diddy	Smith, Bridges, Lee, Haynes	9.170%	9.170% World Wide
548072	Shame On Me	Ryan Cabrera	Diamond/Cabrera/Savan	33.340%	33.340% World Wide
113235	She Bangs	Ricky Martin	Afanasieff/Child/Rosa	45.88%	45.88% World Wide
17833	She Bop	Cindy Lauper	Lauper/Chertoff/Corbett/Lunt	28.34%	28.34% World Wide
84127	She Came In through The Bathroom Window	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
631730	She Got Kids	Lyle	Jennings	100.00%	100.00% World Wide
544256	She Lives In My Lap	Outkast	Troutman/Hawkins/Vidal/Vidal/Benjamin	5.00%	5.00% World wide
84031	She Said, She Said	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
28524	She Used To Be Mine	Brooks & Dunn	Dunn	100.00%	100.00% World Wide
108848	Sheila	Tommy Roe	Roe Tommy	100.00%	100.00% World Wide
133965	She'll Go On You	Josh Turner	Narmore	100.00%	100.00% World Wide
304065	She'll Leave You With A Smilt	George Strait	Knowles/Blackmon	50.00%	50.00% World Wide
84032	She's A Woman	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
98453	She's Crafty	Beastie Boys	Horovitz/Rubin/Yauch	12.50%	12.50% World Wide
84033	She's Leaving Home	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
46877	She's Not The Cheatin Kind	Brooks & Dunn	Dunn	100.00%	100.00% World Wide
234660	She's On It	Beastie Boys	Horovitz/Rubin	50.00%	50.00% World Wide
819023	Shine It All Around	Robert Plant And Strange Sensation	Plant/Adams/Tyson/Deamer/Baggott	100.00%	100.00% World Wide
814391	Shiver	Natalia	Solomon / Imbruglia / White	47.00%	47.00% World Wide
242133	Show Me Love	Robin S / DJ Tonka	Mcfarlane/George	100.00%	100.00% Worldwide
	Show Me The Way To Your Love	Hear' Say	Erikseen / Hermansen / Hallgeir	33.34%	33.34% Worldwide
102235	Showroom Dummies	Kraftwerk	Huetter	100.00%	100.00% US
27599	Sick Boys	Michael Ness	Michael Ness	100.00%	100.00% World Wide
118102	Side	Travis	Healy	100.00%	100.00% Worldwide
434266	Siempre Hay Milagros	Myra	Kennedy/Sheyne	50.00%	50.00% World Wide
452935	Signs	Tesla	Emmerson	50.00%	50.00% World Wide
6705	Silence	Delerium	Leeb/Fuller/McLachlan	50.00%	50.00% World ex Canada
197906	Silent Murder	Nas	Browne / Jones / Roero	30.00%	30.00% Worldwide
519472	Simple Things	Amy Grant	Grant/Thomas/O'Brian/Owsley	40.00%	40.00% World Wide
118098	Sing	Travis	Healy	100.00%	100.00% Worldwide
54802	Sittin' Up In My Room	Brandy	Edmonds	87.50%	87.50% Worldwide
113243	Situation	Yaz	V Clarke/A Moyet	100.00%	100.00% World Wide
649173	Slipped Away	Avril Lavigne	Kreviazuk/Lavigne	50% Sony/ATV Songs LLC	50.00% World Wide
234802	Slow Ride	Beastie Boys	Rubin/Allen/Brown/Dickerson/Miller/Scott/Goldstein/Horowitz/Diamond/Yauch/Jordan/Levittin	5.00%	5.00% World Wide
447666	Slow Song	Joe Jackson	Joe Jackson	100.00%	100.00% World Wide
631882	Smile	Lyle	Jennings; Lambert, Potter	33.34%	33.34% World Wide
38707	Smooth Operator	Sade	Adu/St. John	50.00%	50.00% World Wide
240842	So Damn Beautiful	Paranoid	Horrocks, Milleare, Rowe	66.66%	66.66% World Wide
37820	So Emotional	Whitney Houston	Steinberg/Kelly	100.00%	100.00% World Wide
516380	So Gone	Monica	Elliot/Cunningham/Rye/ Ahmonuel	50.00%	50.00% Worldwide
111337	So Good	Destiny's Child	Knowles,Beyonce / Rowland,Kelendria T. / Roberson,Latavia / Luckett,Letoya / Briggs,Kevin / Burruss,Kandi L.	15.00%	15.00% Worldwide
113167	So In Love With Two	Mikalka	Engriquez / Erickson /Harmansen /Rustan	30.00%	30.00% Worldwide
177305	So What	Miles David	Davis	100.00%	100.00% Worldwide
619517	Soldier	Destiny's Child	Knowles/Rowland/Harrison/Williams/Carter/Garrett / Harris	14.00%	14.00% Worldwide
79140	Solitaire	Clay Aiken	Cody/Sedaka	60.63%	60.63% World Wide
50666	Solitary Man	Hill	Diamond	100.00%	100.00% World Wide
67537	Solo En Ti	Enrique Iglesias	Clarke/Iglesias	93.75%	93.75% Worldwide
99865	Some Days You Gotta Dance	Dixie Chicks	Johnson/Morgan	18.75%	18.75% World Wide
490645	Somebody Love Me	Michael W. Smith	Smith/Kirkpatrick	50.00%	50.00% World Wide
334362	Somebody's Girl	Jay-Z R Kelly	Barnes/Olivier/Kelly/Carter	50.00%	50.00% Worldwide
114845	Someone To Love You	Ruff Endz	Rooney	100.00%	100.00% Worldwide
526434	Something's Broken	Tim McGraw	beathard, horne	50.00%	50.00% Worldwide
29552	Sometimes	Erasure	Clarke/Bell	100.00%	100.00% Worldwide
13553	Sometimes When We Touch	Dan Hill	Hill Dan/Mann Barry	100.00%	100.00% World excluding Canada
619547	Somewhere Else	Razorlight	Johnny Borrell	100.00%	100.00% World Wide
135131	Somewhere Out There	Our Lady Peace	Coutts/Maida/Taggart	100.00%	100.00% World Wide
5250	Son Of A Preacher Man	Tanya Tucker; Dusty Springfield	Hurley/Wilkins	100.00%	100.00% World Wide
48487	Song For the Dumped	Ben Folds Five	Ben Folds, Darren Jessee	100.00%	100% World Wide
90176	Sorry Suzanne	Hollies	Anthony Gordon/Stephens Geoffrey	50.00%	50.00% World Wide
50519	Squeeze Me In	Garth Brooks / Trisha Yearwood	Nicholson / McClinton	50.00%	50.00% Worldwide
79592	Star	Erasure	Bell/Clarke	100.00%	100.00% World Wide
1501	Starseed	Our Lady Peace	Maida/Lanni/Eacrett/Lanni	75.00%	75.00% Worldwide
526296	Stay	Leann Rimes	Peirce/White	50.00%	50.00% Worldwide
601556	Stay For A While	Angie Stone	Wynn/Stone/Hamilton	10.00%	10.00% Worldwide
537150	Stay With Me	Josh Gracin	James/Mcbride/Hughes	33.34%	33.34% World Wide
447679	Steppin'Out	Joe Jackson	Jackson Joe/	100.00%	100.00% World Wide
631750	Stick Up Kid	Lyle	Jennings	100.00%	100.00% World Wide
609554	Still Around	J-LO	Rooney/Patton	50.00%	50.00% World Wide

SCHEDULE A

[illegible]	Title	Artist	Writer	US Collection	US Territory/WW/World Wide
9194	Stomp	Steps	Rodgers / Edwards / Topham / Twigg / Campbell	25.00%	25.00% Worldwide
9580	Stop	Erasure	Bell/Clarke	100.00%	100.00% World Wide
109850	Stop Being Greedy	DMX	Blackmon/Fields/Masser/Simmons	13.00%	13.00% World wide
48892	Stranded on Death Row	Dr. Dre	Allen/Brown/Hayes/Middendorf/Nichols/Broadus/W	11.00%	11.00% World wide
447648	Stranger Than Fiction (Fiction)	Joe Jackson	Joe Jackson	100.00%	100.00% World Wide
447681	Stranger Than You	Joe Jackson	Joe Jackson	100.00%	100.00% World Wide
84037	Strawberry Fields Forever	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
338480	Streamline	System of a Down	Malakian, Tankian, Odadjuan, Dolmayan	100.00%	100.00% World Wide
503479	Street Life	Beenie Man	Davis/Hermansen/Erikson/Kelly	33.34%	33.34% World Wide
102024	Strong Enough	Sheryl Crow	Crow/Bottrel/Baerwald/ Gilbert/Ricketts/ Macleod	33.34%	33.34% World Wide
526771	Stupid	Sarah McLachlan	McLachlan	100.00%	100.00% World Wide
228011	Sugar	System of a Down	Malakian, Tankian, Odadjuan, Dolmayan	100.00%	100.00% World Wide
106530	Sugar, Sugar	The Archies	Barry/Kim	50.00%	50.00% US
624234	Sugar, We're Goin' Down	Fall Out Boy	Wentz, Stumph, Trohman, Hurley	100.00%	100.00% World Wide
228004	Suggestion	System of a Down	Malakian, Tankian, Odadjuan, Dolmayan	100.00%	100.00% World Wide
228003	Suite Pee	System of a Down	Malakian, Tankian, Odadjuan, Dolmayan	100.00%	100.00% World Wide
64983	Supermans's Dead	Our Lady Peace	Maida/Lanni	5000.00%	50.00% Worldwide
49509	Supernova	Liz Phair	Phair	100.00%	100.00% Worldwide
117035	Survivor	Destiny's Child	Beyonce Knowles, Anthony Dent Matthew Knowles	47.00%	47.00% World Wide
106528	Suspicious Minds	Elvis Presley	Zambon	100.00%	100.00% World Wide
41693	Sweet Caroline	Neil Diamond	Diamond	100.00%	100.00% WW
448842	Sweet Dreams of You	Patsy Cline	Gibson	100.00%	100.00% Worldwide
67827	Sweet Surrender	Sarah McLachlan	Sarah McLachlin	100.00%	100.00% World X Canada
599409	Swing Life Away	Rise Against	Principe/Mcilrath/Barnes/Chasse	75.00%	75.00% World Wide
613070	Switch	Will Smith	Smith/Bennett/Holland	35.00%	35.00% World
627747	Switchblades and Infidelity	Fall Out Boy	Peter Wentz, Patrick Stumph, Joseph Trohman	100.00%	100.00% World Wide
601763	Take It Easy (Love Nothing)	Bright Eyes	Oberst	100.00%	100.00% World Wide
524174	Take Me As I Am	Wyclef Jean	Jean/Duplessis/Sdawes	58.25%	58.25% World Wide
538810	Take Me Away	Fefe Dobson	Dobson/Levine	100.00%	100.00% World Wide
93045	Take Me Out To The Ballgame		Norworth/Von Tilzer	75.00%	75.00% World Wide
93719	Take On Me	A-Ha	Pal Waaktaar / Magne Furuholmen / Morten Harket	100.00%	100.00% Worldwide
131979	Take You Home With Me aka Body	R. Kelly & Jay-Z	Kelly/Carter/Barnes/Olivier	50.00%	50
39636	Taking Care Of Business	BTO	Randy Bachman	100.00%	100.00% World Wide
624523	Talk	Coldplay	Schult, Huetter, Bartos,Martin, Berryman, Buckland, Champion	37.50%	37.50% World Wide
56781	TALES FROM THE CRYPT	Danny Elfman	Danny Elfman	100.00%	100.00% World Wide
593992	Tan Solo Palabras	Marc Anthony	Estefano/Reyes	100.00%	100.00% World Wide
17700	Target	Joe Jackson	Joe Jackson	100.00%	100.00% World Wide
84780	Taxman	Beatles	Harrison	100.00%	100.00% Worldwide
84780	Taxman	Beatles	Harrison	100.00%	100.00% Worldwide
101189	Teach Your Children	Crosby, Stills, Nash & Young	G. Nash	100.00%	100.00% World Wide
190658	Teardrop	Massive Attack	Fraser/Del Naja/Marshall/Vowles	50.00%	50.00% World Wide
330768	Tears From the Moon	Conjure One	Baertsoen/Nowels/Stolberg	33.34%	33.34% World Wide
109952	Tell Him	The Exciters	Russell	33.33%	33.33% World Wide
87800	Tell Me If You Want Me To	Groove Theory	Lamieux/Wilson/Brown	50.00%	50.00% World Wide
109312	Telluride	Tim McGraw	Cornelius/Verges	50.00%	50.00% World Wide
105785	Temptations	Tupac Shakur	R. Troutman/L. Troutman/Murdock/Shakur/Clinton/Spradley/Harvey/Noble/Shider/	50.00%	50.00% World Wide
114425	Ten Rounds With Jose Cuervo	Tracy Byrd	Beathard/Cannon-Goodman/ Henney	100.00%	100.00% World Wide
100148	Tennessee River	Alabama	Owen	100.00%	100.00% World ex. Belgium / Holland / and Luxembourg
448697	Tennessee Waltz	Patti Page	King, Stewart	100.00%	100.00% World Wide
75422	Texas Size Heartache	Joe Diffie	Wilson / Turner	100.00%	100.00% Worldwide
54540	Tha Shizzit	Snoop Dogg	Young/Broadus	50.00%	50.00% World Wide
507268	Thankful	Kelly Clarkson	Thomas/Mason/Edmons/Clarkson	20.00%	20.00% World Wide
111151	That Ain't Gangsta	50 Cent	West/WillisJackson/Jackson	50.00%	50.00% World Wide
36254	That Ain't No Way To Go	Brooks & Dunn	Dunn/Brooks/Cook	100.00%	100.00% World Wide
131500	That's A Woman	Mark Wills	Jones/Rutherford	50.00%	50.00% World Wide
617626	That's What I Love About Sunday	Craig Morgan	Dorsey/Narmore	83.33%	83.33% World Wide
137540	That's What She Gets For Loving Me	Brooks & Dunn	Dunn/McBride	50.00%	50.00% World Wide
84105	The Ballad Of John And Yoko	John Lennon	Lennon/McCartney	100.00%	64.17% World Wide
105195	The Best Of Me	Bryan Adams	Adams/Lange	50.00%	50.00% World Wide
46020	The Chain	Fleetwood Mac	Nicks/Fleetwood/Mcvie/McVie/ Buckingham	20.00%	20.00% World wide
68982	The Chair	George Strait	Cochran, Dillon	50.00%	50.00% World Wide
515443	The Chipmonk Song	Alvin & The Chipmunks	Bagdasarian	100.00%	100.00% World X UK
114684	The Christmas Shoes	Newsong / 3 of Hearts	Ahlstrom /Carswell	50.00%	50.00% WW
516102	The Christmas Song	n/a	Torme/Wells	50.00%	50.00% US
137080	The Color Of Love	Babyface	Edmonds	100.00%	100.00% World Wide
83930	The Continuing Story Of Bungalow Bill	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
46890	The Doctor's Office	Dr. Dre	Curry/Young	100.00%	100.00% World Wide
593840	The Faded Line	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100.00%	100.00% WW
288990	The Flame	Tina Arena	Foreman	100.00%	100.00% World Wide
20453	The Gambler	Kenny Rogers	A.U. Schitz	100.00%	100.00% World Wide
111148	The Good Die Young	50 Cent	West/Jackson	50.00%	50.00% World Wide
16148	The Greatest View	Silverchair	Johns	100.00%	100.00% World Wide
112593	The Hampster Dance Song		DeBoer / Grace / Miller	66.87%	66.67% SMP controls only in US, Canada, Central America and Mexico
43903	The Heart Is A Lonely Hunter	Reba	Williams / Sanders / Hill	33.33%	33.33% World wide
543724	The Loneliness	Babyface	Edmonds	100.00%	100.00% World Wide
84120	The Long And Winding Road	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00% World Wide
597848	The Love Of Richard Nixon'	Manic Street Preachers	Bradfield, James Dean /Jones, Nicholas / Moo	100.00%	100.00% World Wide

SCHEDULE A

[illegible]	Title	[illegible]	[illegible]	US [illegible]	US [illegible]	Territory [illegible]
1210	The Mexican 2002 (English)	Thalia	Rooney/Barnes/Olivier/ Shacklock	60.00%	60.00%	World Wide
1228	The Mexican 2002 (Spanish)	Thalia	Rooney/Barnes/Olivier/ Shacklock/Miranda	40.00%	40.00%	World Wide
33608	The Music's No Good Without You	Cher	Thomas / Taylor / Cher / Barry	60.00%	60.00%	Worldwide
92521	The Nanny Theme		Hampton Callaway	100.00%	100.00%	Worldwide
554459	The Nigga You Love To Hate	Ice Cube	Arrington/Parker/Carter/Hankerson/Sadler/Spradle y/Clinton/Shider/Ice Cube	45.00%	45.00%	World Wide
84010	The Night Before	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
137925	The Only Thing That Looks Good On Me Is You	Bryan Adams	Adams/Lange	50.00%	50.00%	World Wide
101403	The Robots	Kraftwerk	Hutter, Schneider, Bartos	83.33%	83.33%	Worldwide
61531	The Secret Of Life	Faith Hill	Peters	100.00%	100.00%	Worldwide
128438	The Sentinel	Theme	Cooper / Mariette	50.00%	50.00%	Worldwide
125943	The Urban Theme	Muzze	Manard/Ragin	50.00%	50.00%	Worldwide
631734	The Way I Feel About You	Lyle	Jennings	100.00%	100.00%	World Wide
549464	The World Needs a Drink		Beathard / Church	100.00%	100.00%	Worldwide
197819	Theme - Eastenders		May	100.00%	100.00%	World Wide
113739	Theme - Fraggles		Balsam	100.00%	100.00%	World Wide
286010	Theme - King of Queens		Goldsmith Joshua/Gross Andrew/Yuspa Catha	100.00%	100.00%	World Wide
149628	Theme - Moonlighting		Holdridge	100.00%	100.00%	World Wide
109770	Then The Morning Comes	Smashmouth	Camp / Barry	25.00%	25.00%	Worldwide
123774	There She Goes	Babyface	Edmonds/Hugo/Williams	33.34%	33.34%	World Wide
338368	These Days	Rascal Flatts	Robson, Steele, Wells	33.34%	33.34%	Worldwide
157420	They Don't Know	Jon B	Buck/Kelly/Robinson	33.33%	33.33%	World Wide
99451	Thief	Our Lady Peace	Malda/Lanni	5000.00%	50.00%	Worldwide
127192	Think It's A Game	Jay-Z	Carter/ Essley/Grant/Parker/ Patrick/Ties	55.00%	55.00%	Worldwide
67558	Think Of You	Usher	Jeffrey/Combs/Thompson/Evans/Jones	50.00%	50.00%	World Wide
78416	Thinkin' About You	Trisha Yearwood	Regan / Shapiro	33.75%	33.75%	Worldwide
130152	Third Rock From The Sun	Joe Diffie	Martin / Greenbaum / Whipple	25.00%	25.00%	Worldwide
516238	This I Swear	Nick Lachey	Eriksen/Reid	50.00%	50.00%	WW
252838	This Life Forever	Jay-Z feat Missy Elliot	Shawn Carter/Yvonne Covay/William Jackson	23.13%	23.13%	World Wide
131183	Three Wooden Crosses	Randy Travis	Williams/Johnson	50.00%	50.00%	World Wide
499939	Through The Rain	Mariah Carey	Carey/Cole	100.00%	100.00%	World Wide
60484	Thunderbirds	Theme	B. Gray	100.00%	100.00%	World Wide
554672	Thunderbirds Are Go	Busted	T. Fletcher/J.Bourne/B. Gray, M. Sargent/C. Simpson	25% Sony	25.00%	World Wide
84048	Ticket To Ride	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
113007	Till You Do Me Right	After 7	Edmons/Edmons/Edmons	75.00%	75.00%	World Wide
17848	Time After Time	Cyndi Lauper	Lauper/Hyman	50.00%	50.00%	World Wide
549175	Together	Avril Lavigne	Kreviazuk/Lavigne	50.00%	50.00%	World Wide
500268	Tom Jones International	Tom Jones	Jean, Jones, Duplessis	37.50%	37.50%	World Wide
60680	Tomorrow	Silverchair	Johns / Gilles	100.00%	100.00%	Worldwide
84050	Tomorrow Never Knows	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
76102	Tonite	Snoop Dogg	Durham/Blake	30.00%	30.00%	World Wide
117068	Tougher Than Nails	Joe Diffie	Marvel/O'Donnell/Barnes	33.34%	33.34%	World Wide
101406	Tour De France	Kraftwerk	Hutter/Shult/Bartos	83.34%	83.34%	US
	Toxicity	System of a Down	Malakian, Tankian, Odadjuan, Dolmayan	100.00%	100.00%	World Wide
131850	Tragedy	Marc Anthony	Rooney/Thomas	50.00%	50.00%	World wide
101422	Trans Europe Express		Schult/Heutter	100.00%	100.00%	World wide
60439	Transformers Theme	n/a	Kinder/Bryant	100.00%	100.00%	World Wide
131280	Tribute To A Woman	Ginuwine	Oliver / Lumpkin	50.00%	50.00%	Worldwide
555653	Triple Trouble	Beastie Boys	Diamond, Michael Louis; Edwards, Bernard; Horowitz, Adam; Rodgers, Nile Gregory; Yauch, Adam Nathaniel	25.00%	25.00%	Worldwide
5414	Trouble	Elvis Presley; Travis Tritt	Chesnut	100.00%	100.00%	World Wide
37836	True Colors	Cyndi Lauper	Steinberg / Kelly	100.00%	100.00%	Worldwide
526491	Try	Nelly Furtado	West/Furtado	40.00%	40.00%	World Wide
332852	Trying to Find Atlantis	Jamie O'Neal	Waters/Turner	100.00%	100.00%	World Wide
593998	Tu Amor Me Hace Bien	Marc Anthony	Estefano	100.00%	100.00%	World Wide
156474	Tu Carcel	Ednaniria Verdes	Solis	100.00%	100.00%	World Wide
330077	Tu Y Yo	Thalia	Salgado/Reyes	100.00%	100.00%	World Wide
429051	Turn It Up	Josh Gracin	James/McHugh	50.00%	50.00%	World Wide
81062	Tutti-Frutti	Little Richard	Penniman	100% Sony/ATV Songs	100.00%	World Wide
35283	Twilight Zone	Golden Earring	Kooymans	100.00%	100.00%	World Wide
84129	Two Of Us	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00%	World Wide
133945	Two Wrongs	Wyclef	Jean/Duplessis	75.00%	75.00%	World Wide
834958	U Already Know		112 Garrett/Edwards/Twelve/Ivers/Parker	50.00%	50.00%	World Wide
506457	U Wanna Be Me	Nas	Jones / Thompson	20.00%	20.00%	WW
593620	Unreachable	Ashley Simpson	Simpson, Mann, Fox, Nevil, Fraxier	20.00%	20.00%	World Wide
	Up, Up And Away	5th Dimension	Webb	Sony/Lastrada 48.25%	48.25%	World Wide
53827	Upside Down	X3	Edwards / Rodgers	50% Sony/ATV Songs LLC	50.00%	Worldwide
593994	Vale la Pena	Marc Anthony	Estefano/Anthony	100.00%	100.00%	World Wide
117146	Video	India Arie	Broady/Hargis/Sanders/Simpson	60.00%	60.00%	World Wide
	Vindicated	Dashboard Confessional	Christopher Carraba	16.67%	16.67%	World Wide
134128	Viviendo	Marc Anthony	Anthony/Osorio/Villamizar	15.00%	15.00%	World Wide
93987	Volando Entre Tus Brazos	Marc Anthony	Estefano/Reyes	100.00%	100.00%	World Wide
	Walk Away	Kelly Clarkson	Kreviazuk/Malda/Dioguardi/Clarkson	30.00%	30.00%	World Wide
111068	Walk Like A Man	Tim McGraw	Douglas	100.00%	100.00%	World wide
597019	Walk Tall	John Mellencamp	Mellencamp	100.00%	100.00%	World wide
47424	Water Runs Dry	Boyz II Men	Edmonds	100.00%	100.00%	
134138	Way Of Life	Lil Wayne	Qusites/Williams/Fresh/Carter	12.50%	12.50%	World Wide
53829	We Are Family	Sister Sledge	Rodgers/Edwards	50.00%	50.00%	World Wide
603437	We Are Nowhere And It's Now	Bright Eyes	Oberst	100.00%	100.00%	World Wide
227734	We Be Clubbin'	Ice Cube	Cousin/Jackson	50%	50.00%	World Wide

SCHEDULE A

9755	We Belong Together	Mariah Carey	Seal / Johnson / Ernsto / Edmonds / Carey / Dupri /	13%	12.81%	World Wide
.052	We Can Work It Out	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
545116	We Carry On	Tim McGraw	Douglas, Slater	50.00%	50.00%	World Wide
93883	We Don't Talk Anymore	Cliff Richard	A. Tarney	100.00%	100.00%	World Wide
117684	Weapon of Choice	Fatboy Slim	Slater / Cook / Collins	33.33%	33.33%	Worldwide
8911	Welcome To My World	Jim Reeves; Eddy Arnold	Winkler/Hathcock	50.00%	50.00%	World Wide
36326	We'll Burn That Bridge	Brooks & Dunn	Cook/Dunn	100.00%	100.00%	World Wide
69589	We're Not Making Love No More	Dru Hill	Edmonds	67.50%	67.50%	World Wide
298058	West End Girls	Pet Shop Boys	Tennant/Lowe	100.00%	100.00%	World Wide
251170	What About Love?	Heart	Allen/Alton/Vallance	66.00%	66.00%	World Wide
274085	What Do I Have To Do	Kylie Minogue	Stock/Aken/Waterman	33.34%	33.34%	World Wide
298083	What Have I Done To Deserve This	Pet Shop Boys	LOWE CHRISTOPHER SEAN, TENNANT NEIL FRANCIS, WILLIS ALTA SHERRAL	66.67%	66.67%	World Wide
124716	What If	Babyface	Edmonds	100.00%	100.00%	World Wide
127058	What If She's An Angel	Tommy Shane Steiner	Wayne B.	100.00%	100.00%	Worldwide
507909	What Is Love	Vivian Green	Green/Osunlade/Sample/Robertson	33.33%	33.33%	World Wide
599679	What Is It	EA Ski featuring Frontline	Shon Adams/Daveed Asgari/Vmeer Loggins/Mark Ogleton	75.00%	75.00%	World wide
137755	What It Ain't	Josh Turner	Mensy/Criswell	100.00%	100.00%	World Wide
593838	What I've Become	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100.00%	100.00%	WW
131989	What The World Needs	Wynonna	James/Lamar	50.00%	50.00%	World Wide
133938	What Was I Thinkin'	Dierks Bently	Bently/Beavers/Ruttan	100.00%	100.00%	World Wide
525827	Whatever Happened To the Heros	Joss Stone	Billy Mann/ A. Moore/ Chris Rojas	35.00%	35.00%	World Wide
449039	Wheel Of Fortune Theme	rva	Griffin	100.00%	100.00%	World Wide
517675	Wheels	Josh Gracin	Wilhelm/James	100.00%	100.00%	World Wide
43743	When Can I See You Again	Babyface	Edmonds	100.00%	100.00%	World Wide
543407	When I Think About Cheatin'	Gretchen Wilson	Wilson/McGhee/Fitch	33.34%	33.34%	World Wide
84056	When I'm 64	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
131816	When The Sun Goes Down	Kenny Chesney	James	100.00%	100.00%	World Wide
111528	When You Say You Love Me	Josh Groban	Scofield/Hammond	50.00%	50.00%	World Wide
	Where Is Your Heart	Kelly Clarkson	Kreviazuk/Clarkson/Dioguardi	50.00%	50.00%	World Wide
108767	Where You Are	Jessica Simpson	Walters/Dancaniello/ Stamatopoulou/Lachey	90.00%	90.00%	World wide
104689	While You Loved Me	Rascal Flatts	Kim Williams / Dale Dodson / Danny Wells	66.66%	66.66%	Worldwide
25424	Whip Appeal	Babyface	Edmonds/Reid	83.14%	83.14%	World Wide
524190	Whiskey Girl	Toby Keith	Emerick/Keith	50.00%	50.00%	World Wide
117436	Whiskey Lullabye	Brad Paisley and friends	Anderson/Randall	50.00%	50.00%	World Wide
46881	Whiskey Under The Bridge	Brooks & Dunn	Brooks/Dunn/Cook	100.00%	100.00%	World Wide
549178	Who Knows	Avril Lavigne	Kreviazuk/Lavigne	50.00%	50.00%	World Wide
517463	Why Can't I?	Liz Phair	Phair/Edwards/Spock/Christy	25.00%	25.00%	World Wide
03083	Why Does It Always Rain On Me	Travis	F. Healy	100.00%	100.00%	World Wide
84057	Why Don't We Do It In The Road	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
127600	Why Georgia	John Mayer	John Mayer	100.00%	100.00%	World wide
537895	Why?	Ricky Fante	Deutsch/Fante/Harris/Katz	35.00%	35.00%	Worldwide
113578	Wild	Poe	Daniclewski Annie	58.00%	100.00%	World Wide
79560	Wink	Neal McCoy	Dipiero / Shapiro	50.00%	50.00%	WW
94364	Wired For Sound	Cliff Richard	Tarney/Robertson	50.00%	50.00%	World Wide
	Writing to Reach You	travis	Healy	100.00%	100.00%	World Wide
509389	Witch Doctor	Alvin & The Chipmunks		33.33%	33.33%	US & Canada
84059	With A Little Help From My Friends	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
300604	With Me	Lonestar	James/Verges	50.00%	50.00%	World Wide
518060	With You	Jessica Simpson	Mann/Marvel/Simpson	38.00%	38.00%	World Wide
84762	Within You, Without You	Beatles	Harrison	100.00%	100.00%	Worldwide
112998	Wonderwall	Oasis	Gallagher	100.00%	100.00%	World Wide
552318	Won't Be Lonely Long	Leann Rimes	Peirce/Pinson	50.00%	50.00%	World Wide
84060	Word	Beatles	Lennon / Mccartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
526783	World on Fire	Sarah McLachlan	McLachlan/Marchland	25%	25.00%	Worldwide
204743	Wrong Side Of Da Tracks	Artifacts	Amadon/Brown/Ray/Williams	50.00%	50.00%	World Wide
447370	Xtacey Jones	Dru Hill	Qualtes/Pearson/Ruffin/Woodard/Weatherspoon	30.00%	30.00%	World Wide
443068	XXL	Keith Anderson	DiPiero, Anderson	50.00%	50.00%	World Wide
540198	Y Que Va A Ser De Mi	Victoria	Roberto Livi, Rudy Perez	50.00%	50.00%	World Wide
507594	Y Todo Queda en Nada	Ricky Martin	Estefano/Reyes	100.00%	100.00%	Universe
271838	Y Yo Sigo Aqui	Paulina Rubio	Salgado	100.00%	100.00%	World Wide
8997	YAKETY SAX (THE BENNY HILL SHOW)	BOOTS RANDOLPH	Randolph, Rich	100.00%	100%	Worldwide excluding UK, Ireland, France, Germany, Australasia, Netherlands, Belgium, S. Africa, Brazil
84062	Yellow Submarine	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
84065	Yesterday	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
26742	You	Ten Sharp	Hermes, Niels/Groen, Tom	100.00%	100.00%	World Wide
39637	You Ain't Seen Noghin' Yet	BTO	Randy Bachman	100.00%	100.00%	World Wide
138124	You Are Everything	Dru Hill	Cousin/Andrews	50.00%	50.00%	World Wide
447766	You Can't Get What You Want	Joe Jackson	Joe Jackson	100.00%	100.00%	World Wide
138355	You Can't Take The Honky Tonk Out Of The Girl	Brooks & Dunn	Dipiero/Allmand	50.00%	50.00%	World Wide
50408	You Got It	Roy Orbison	Petty/Lynn/Orbison	25.00%	25.00%	World Wide
68450	You Gots to Chill	EPMD	Sermon Erick S; Smith Parrish Joself; Troutman Roger	31.25%	31.25%	World Wide
329474	You Know That I Love You	Donnell Jones	Hawkins/Smith/Abeolam	33.34%	33.34%	World Wide
84130	You Never Give Me Your Money	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00%	World Wide
220699	You Really Got Me	The Kinks	Ray Davies	100.00%	100.00%	US, Canada, & Mexico
99888	You Sang To Me	Marc Anthony	Cory Rooney, Marc Anthony	100.00%	100%	Worldwide
507300	You Thought Wrong	Kelly Clarkson	Clarkson/Edmonds/Mason/Thomas/Tamyra	20.00%	20%	World Wide

SCHEDULE A

Source	Title	Artist	Writer	US % Collected	US % Censed	Territory (WW World Wide)
57143	You Used To Love Me	Faith Evans	Combs/Evans/Thompson	40.00%	40%	Worldwide
5195	You Won't Ever Be Lonely	Andy Griggs	Griggs, Jones	50.00%	50%	Worldwide
27603	Your Body Is A Wonderland	John Mayer	Mayer	100.00%	100%	World wide
450541	Your Cheatin Heart	Hank Williams	Hank Williams	100.00%	100.00%	World Wide
84069	Your Mother Should Know	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
548033	Your Pops Don't Like Me	Nick Cannon	Troutman, Smith, Simon, Jackson, Cannon, Barrett, Telusma, Battiste, Campbell, Hutchinson	48.12%	48.12%	World Wide

SCHEDULE B
APPROVED SUBLICENSEES

REDACTED

EXHIBIT CO 0527

Document Category

Licenses

Song Code(s):

US Song Code(s)

Song Title(s): N/A

Composer(s): N/A

License Type (circle one): Mech., Synch, Print, Dual Disc - Other: RINGTONE.

Recording Artist: N/A

Product Title: N/A

Licensee: REDACTED

Product Number: N/A

Description: Blanket Ringtone License Agreement w/ Schedule A

December 15, 2005 Agreement

BLANKET RINGTONE LICENSE AGREEMENT

This ringtone license agreement (the "Agreement") is made and entered into as of December 10, 2005 (the "Effective Date"), by and between SONY/ATV MUSIC PUBLISHING LLC, a Delaware limited liability company, 550 Madison Avenue, New York, New York 10022 (hereinafter "Publisher" or "Sony"), on the one hand, and REDACTED (hereinafter, "Company"), on the other.

WHEREAS, Publisher owns, controls and/or administers the rights in and to certain Compositions (as defined below) (the "Sony Catalog"); and

WHEREAS, Company desires to select certain Compositions from the Sony Catalog and incorporate them into Ringtones (as defined below), and Publisher desires to grant Company a license to so use the Compositions, subject to the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

1. GRANT OF RIGHTS/RESTRICTIONS/PROCEDURES

(a) Publisher hereby grants to Company a non-exclusive right and license throughout the Territory to do the following with respect to the Compositions in the Sony Catalog: (i) to adapt and record, at Company's sole expense, up to forty-five (45) seconds of each Composition in the Sony Catalog and to create one (1) or more Ringtones embodying each such Composition, and to authorize Approved Sublicensees to do the same; provided, however, that no such adaptation shall change the basic melody or fundamental character of any such Composition; (ii) to Sell and otherwise distribute Ringtones solely as permitted hereunder, and to authorize Approved Sublicensees to do the same; (iii) to copy, reproduce, store and transmit Ringtones solely to the extent necessary to exploit the Ringtones as specifically set forth herein, and to authorize Approved Sublicensees to do the same; (iv) to synchronize the Compositions in timed relation with still, animated, or moving visual images; (v) to grant a perpetual license to each End User who lawfully receives RIngtones from a Service to use and exploit such Ringtones as permitted by the terms and conditions under which an End User is permitted to use the Ringtones concerned, and to authorize Approved Sublicensees to do the same; and (vi) to use the titles of the Compositions embodied in Ringtones and the names of the writer(s)/composer(s) of such Compositions solely as factual identifiers when making Ringtones available to End Users on a Service, and to authorize Approved Sublicensees to do the same.

(b) Notwithstanding anything to the contrary set forth herein, the rights granted hereunder do not include the right to use the music or the lyrics of any Composition in connection with any advertisement or commercial or in any printed form. In addition, neither the music nor the lyrics of the Compositions shall be used or positioned in a manner that could be construed as an endorsement of, advertising or promotion for any product or service, including, without limitation, any product or service of Company, any or any Approved Sublicensee, without Publisher's prior written consent.

(c) All rights not specifically granted herein are reserved by Publisher. For the avoidance of doubt, the rights granted hereunder do not include the right to publicly perform Ringtones by any means or for any purpose, including, without limitation, preview or

demonstration purposes. Company is solely responsible for, and shall pay all costs associated with, obtaining such performing rights licenses directly from the applicable performing rights society, including, without limitation, ASCAP, BMI, SESAC or any other applicable third party.

(d) Attached hereto as Exhibit A is a list of Compositions from the Sony Catalog that Company desires to use in Ringtones as of the Effective Date. If at any time during the Term Company wishes to amend Schedule A to include additional Compositions, Company shall provide Publisher with written notice of its desire to amend Schedule A and include the titles of the additional Compositions. Company shall not use any such Compositions until Company receives written notice from Publisher confirming that such additional Compositions may be used and setting forth the relative ownership and/or income interests of the copyright proprietors of each Composition concerned. All requests by Company to amend Schedule A shall be sent in writing to Todd Ellis, Licensing Manager, Sony/ATV Music Publishing LLC, 8 Music Square West, Nashville, TN 37203. todd_ellis@sonymusic.com.

2. COMPANY OBLIGATIONS

(a) Company agrees to comply with any and all restrictions communicated to Company by Publisher relating to a specific Composition relative to Territory, name and likeness, use restrictions and any other restrictions to which Publisher may be subject.

(b) Publisher may request in writing that Company and each Approved Sublicensee cease exploiting any Composition hereunder, for any reason or no reason at all. For the avoidance of doubt, it is understood that all third party licensees shall be treated equally with respect to the foregoing provision. Company shall terminate its use and exploitation of the specified Compositions within ten (10) days after receiving notice of such request from Publisher.

(c) At all times during the Term, the Ringtones shall be stored, hosted, secured, served and delivered in accordance with Company's security practices, which shall at a minimum provide a reasonable level of security for all Ringtones hereunder. If during the Term more advanced security technology becomes readily available in the marketplace and is generally adopted as an acceptable standard, Company shall store, host, secure, serve and deliver the Ringtones pursuant to such more advanced technology. If a breach of security occurs, or if Publisher reasonably believes that a breach in security will occur in connection with the servers or network components used for the Ringtones, such that unauthorized access to the Ringtones is or may become available, then Company will immediately, but in no event later than within twenty-four (24) hours after notice from Publisher, prevent access to the Ringtones, and Company's license rights hereunder will be suspended until such time as the security breach is cured to Publisher's satisfaction. Company shall immediately report to and notify Sony in writing of all server breaches and all forms of "hacking" that expose the Ringtones to unauthorized access.

(d) Company shall, at Publisher's request, enable five (5) designees of Publisher to freely and without charge or expense to Publisher receive Ringtones as an End User of the Service for the purpose of evaluating the quality of the Ringtones concerned and ensuring Company's adherence to the terms and conditions of this Agreement. Publisher shall provide the names of its designee(s) to Company in writing promptly after Publisher makes such request.

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3. **TERM**

The Term of this Agreement shall commence on the Effective Date and end on the date that is twelve (12) months thereafter, unless earlier terminated by either party hereto as hereinafter set forth.

4. **ADVANCE**

Omitted Without Implication.

5. **RINGTONE LCENSE FEES**

As full and sufficient consideration of the rights granted herein, Company shall pay Publisher the following:

(a) Ringtone License Fees.

(i) For each Sale of a Ringtone embodying a Composition hereunder, a license fee equal to the greater of: (i) REDACTED of Company Revenue from such Sale; or (ii) REDACTED (the "Standard License Fee"), provided that with respect to any Ringtone containing any Composition that is not wholly owned and/or controlled by Publisher in and throughout the Territory, the payment specified in this section 5(a)(i) shall be pro-rated in proportion to Publisher's ownership or administrative share of such musical composition as set forth on Schedule A attached hereto. For the avoidance of doubt, if more than one Ringtone is created using the same Composition, Company shall pay a Standard License Fee in respect of each such Ringtone; and

(ii) For each Sale of an Animated Ringtone embodying a Composition hereunder, a license fee equal to the greater of: (i) REDACTED of Company Revenue from such Sale; or (ii) REDACTED (the "Standard Animated License Fee"), provided that with respect to any Animated Ringtone containing any Composition that is not wholly owned and/or controlled by Publishing in and throughout the Territory, the payment specified in this section 5(a)(ii) shall be pro-rated in proportion to Publisher's ownership or administrative share of such musical Composition as set forth on Schedule A attached hereto. For the avoidance of doubt, if more than one Animated Ringtone is created using the same Composition, Company shall pay a Standard Animated License Fee in respect of each such Animated Ringtone.

(iii) Notwithstanding anything to the contrary in section 5(a)(i) above, for each Sale of a Ringtone delivered within the country of Brazil, Company shall pay Publisher the greater of: (i) the applicable Ringtone License Fee set forth in section 5(a)(i) above; or (ii) REDACTED (the "Brazil License Fee"; together with the Standard License Fee, the "Ringtone License Fee"). For the avoidance

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of doubt, if more than one Ringtone is created using the same Composition, Company shall pay a Brazil License Fee in respect of each such Ringtone.

(b) Fixation Fees.

(i) In respect of each Composition set forth on Schedule A attached hereto, a non-refundable, non-recoupable fixation and administration fee in the amount of REDACTED (the "Standard Fixation Fee") in respect of the initial fixation of each such Composition, payable promptly after Company's execution hereof. In the event Schedule A is amended to include additional Compositions, the Standard Fixation Fee in respect of each such additional Composition shall be payable in connection with the accounting statement rendered to Publisher pursuant to paragraph 6 hereof immediately following the addition of the Compositions concerned. For the avoidance of doubt, if more than one Ringtone is created using the same Composition, Company shall pay an ex-Brazil Fixation Fee in respect of each such Ringtone.

(ii) In respect of each Composition set forth on Schedule A attached hereto, a non-refundable, non-recoupable fixation and administration fee equal to the equivalent in U.S. currency (at the then current rate of exchange) of REDACTED (the "Brazil Fixation Fee"; together with the Brazil Fixation Fee, the "Fixation Fee") in respect of the initial fixation of each such Composition, payable promptly after Company's execution hereof. In the event Schedule A is amended to include additional Compositions, the Brazil Fixation Fee in respect of each such additional Composition shall be payable in connection with the accounting statement rendered to Publisher pursuant to paragraph 6 hereof immediately following the addition of the Compositions concerned. For the avoidance of doubt, if more than one Ringtone is created using the same Composition, Company shall pay a Brazil Fixation Fee in respect of each such Ringtone.

(c) If at any time during the Term hereof Company pays any license fee, royalty, advance, and/or other monies, or offers any other financial terms or economic benefits (collectively, the "Remuneration"), for the same or equivalent rights as granted herein to any other publisher, administrator, licensor or owner of musical compositions, or to any agent of the same (including any music industry rights society) that is greater or more beneficial than the terms set forth herein, such more favorable Remuneration shall automatically be included herein and Company shall pay and/or provide such more favorable Remuneration to Publisher retroactively to the date on which such more favorable Remuneration is granted to such other publisher, administrator or owner.

6. PAYMENTS AND ACCOUNTINGS

(a) Company shall compute and pay an amount equal to the applicable Ringtone License Fees, Fixation Fees and any other payments accrued hereunder no less than forty-five (45) days after the end of each calendar quarter of the Term, in respect of each such calendar quarterly period. In connection with each calendar quarterly accounting period, Company shall

also send an accounting statement (the "Ringtone License and Fixation Fee Report") covering the calculation and determination of the Ringtone License Fees and the Fixation Fees, including the following: (i) the title of the Composition embodied in each Ringtone Sold or otherwise distributed; (ii) the writer(s)/composer(s) of the Composition concerned; (iii) the number of Sales, transmissions, downloads, streams, performances or other deliveries of each Composition concerned made by Company and each Approved Sublicensee; (iv) the retail price charged by Company and each Approved Sublicensee in connection with the Ringtone concerned; (v) the Net Monetary Revenue received by Company each Approved Sublicensee in connection with the Ringtone concerned; (vi) the period during which the Sale, transmission, download, stream, performance or other delivery of the Ringtone concerned occurred; (vii) the Ringtone License Fee and the Fixation Fee payable in respect of each Composition; (viii) all other information reasonably necessary to support all calculations of the amounts paid and which may be due; and (ix) the amount of all such fees and payments which are due for the quarterly period concerned. The information set forth in the preceding sentence shall be separately reflected for Company and each Approved Sublicensee for each region of the Territory.

(b) All payments to Publisher shall be computed in the relevant local currency and remitted in United States dollars. Each conversion from another currency for the purpose of computing such payments shall be calculated at the rate of exchange, as published by *The Wall Street Journal*, for major territory currencies, in effect on the date the statement concerned is rendered.

(c) Company shall pay interest at the rate of one percent (1.0%) per month, or the maximum rate permitted by law, whichever is less, from the date past due, on any Ringtone License Fees or Fixation Fees not paid within forty-five (45) days following the quarterly accounting period as provided herein, without prejudice to any other rights Sony may have in connection with such delinquency.

(d) Company shall maintain accurate and complete records and accounting books with regard to the licensing and exploitation of the Compositions embodied in the Ringtones, including, without limitation, all information needed to compute and verify the amounts payable to Publisher hereunder. During the Term, but not later than the date that is five (5) years following the termination or expiration of the Term, upon reasonable advance written notice, and at Sony's sole cost and expense (subject to the last sentence of this subparagraph 6(e)), Publisher will have the right to examine, or appoint a third party auditor to examine, those books and records at any time during Company's normal business hours at the place where such books and records are normally maintained; provided, however, that Sony shall be permitted to make such examination only one (1) time during any five (5) year period in connection with a particular Ringtone License Fee Report or Fixation Fee Report, as the case may be. Company will reasonably cooperate with Publisher's representatives to insure compliance with the foregoing. In the event an examination of Company's books and records reveals a deficiency in payments paid to Publisher of five percent (5%) or more of the total amount accounted to Publisher during the period of the audit, Company shall pay all reasonable out-of-pocket expenses related to the performance of such examination, including, without limitation, travel expenses, hotel expenses and per diems, together with the underpayment and interest as provided herein.

(e) For a period of five (5) years following the last day of the Term, Company shall retain all transaction data reasonably necessary for Publisher and Company to determine and verify all amounts due or payable hereunder and for accounting purposes.

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6A. TAXES

Company and each Approved Sublicensee shall have the sole responsibility for collection and remittance to the appropriate taxing authorities taxes that may be imposed on sales of Ringtones by Company and each Approved Sublicensee to End Users. Taxes include sales, use, excise, gross receipts or other similar taxes. Each party hereto shall be responsible for taxes based on its own net income.

7. EXPERIMENTAL AGREEMENT

This Agreement is being entered into on an experimental and non-prejudicial basis, shall apply for the Term hereof only, and shall not be binding upon or prejudicial to any position taken by Publisher or Company for any period subsequent to the Term of this Agreement, including but not limited to the negotiation of the renewal or extension of this Agreement.

8. OWNERSHIP AND ARRANGEMENT OF COPIES

(a) Any arrangement(s) or adaptations of a Composition which Company shall cause to be made in the creation of a Ringtone shall be made at Company's sole expense and shall be created only as the result of employment-for-hire, and such arrangement or adaptation shall be a "Work Made For Hire" for Company as such term is used in the United States copyright law. Promptly after the rights granted to Company hereunder expire or terminate, Company shall be deemed to have assigned to Publisher the copyright throughout the universe to each arrangement or adaptation of such Ringtones and all renewals and extensions of copyright therein, and Company shall execute all documents reasonably necessary to evidence the assignment thereof. The arranger shall not be entitled to authorship credit or status as a collaborator or any remuneration by way of royalty or otherwise from the authors of such Composition or from Publisher or from any agent of Publisher.

(b) Notwithstanding the foregoing, Publisher hereby agrees never to use itself or license the use of the arrangements acquired pursuant to subparagraph 8(a) above to any third party, whether inside or outside the Territory or during or after the Term.

9. WARRANTIES, REPRESENTATIONS AND INDEMNITIES

(a) Publisher represents, warrants and agrees (solely with respect to its respective fractional interest in the Compositions as set forth on Schedule A attached hereto) that (i) it has the full right, power and authority to enter into this Agreement and to grant to Company all the rights hereunder on the terms and conditions set forth herein and it will not take any action which conflicts or is inconsistent with such ability, right and authority; and (ii) the use of the Compositions as contemplated hereunder shall not violate any intellectual property right of any third party and there are no actions, suits, proceedings, agreements or other impediments, actual or threatened, which would prevent or impair Publisher from performing its duties and obligations hereunder.

(b) Company warrants, represents and agrees that (i) Company has the right and power to enter into and fully perform this Agreement and Company and each Approved Sublicensee is and shall continuously be a corporation in good standing in the jurisdiction of its incorporation; (ii) Company's and each Approved Sublicensee's principal place of business is located within the United States of America shall track and maintain records of the countries in

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which each Ringtone is downloaded, transmitted, delivered or otherwise distributed; (iv) upon written instruction from Publisher, Company and Approved Sublicensee shall not license or distribute any Ringtone or Composition to any third party that is engaged in piracy, illegal activities or other unauthorized uses of the Composition, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor; (v) Company and each Approved Sublicensee has or will promptly obtain from the applicable public performance licensing society or organization a license to publicly perform the Ringtones throughout the Territory; (vi) Company and each Approved Sublicensee will not, and shall not authorize any person or entity to change the basic melody or fundamental character of any Composition; (vii) Company and each Approved Sublicensee will not cause, through its actions and/or omissions, any and all so-called "viruses," "worms" and/or "destructive codes" (as those terms are commonly understood in the United States computer industry) to be embodied in any Ringtones; (viii) Ringtones shall be made available by Company and Approved Sublicensees exclusively to authorized End Users; (ix) Ringtones will not be offered in a manner that could be construed by a reasonable person as an endorsement or sponsorship of any product, service, person or entity, as a so-called "commercial tie-up" or "commercial tie-in" or any similar use, directly or indirectly, in whole or in part; and (x) Company and each Approved Sublicensee will not synchronize any Ringtone hereunder with any visual image which contains material that Sony deems patently offensive or which, in the reasonable judgment of its attorneys, might subject Sony to unfavorable regulatory action, violate any law, infringe the rights of any person or entity, or subject Sony to liability for any reason.

You warrant and represent that you shall cause all Approved Sublicensees and other persons or entities providing services in connection with the Ringtones embodying Compositions hereunder to abide by the terms and conditions of this Agreement, and any breaches by such persons or entities shall be deemed breaches by Company, including, without limitation, for purposes of indemnification under section 10(d)(1).

(c) (1) Publisher shall indemnify and hold harmless Company from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorney's fees and costs) arising out of or incurred as a direct result of any breach by Publisher of any warranty, representation, agreement or undertaking made by Publisher in this Agreement (individually and collectively, "Publisher Claims");

(2) In the event of any Publisher Claim: (i) Company shall notify Publisher of the Publisher Claim concerned promptly following the date that Company becomes aware of it; (ii) Publisher shall defend against the Publisher Claim concerned (at Publisher's own expense) through legal counsel selected by Publisher; and (iii) each party shall reasonably cooperate with the other in the defense of the Publisher Claim concerned. Publisher may not settle a Publisher Claim without Company's prior written consent, which consent shall not be unreasonably withheld or delayed. Publisher shall be solely responsible for the amount of any settlement or judgment for such Publisher Claim and all legal expenses and counsel fees incurred by Publisher in connection therewith. Company shall have the right at all times to actively participate in the defense of any Publisher Claim and to employ legal counsel selected by Company at Company's own expense, it being understood that Publisher shall have the right at all times, in Publisher's sole discretion, to maintain control of the conduct of the defense.

(d) (1) Company shall indemnify and hold harmless Publisher and Publisher's affiliates from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorney's fees and costs) arising out of or incurred as a direct result of (i) any breach by Company of any warranty, representation, agreement or understanding made by

Company in this Agreement; and (ii) any claims that result from any use of the Compositions by Company that are not expressly authorized by this Agreement; (individually and collectively, "Company Claims").

(2) In the event of any Company Claim: (i) Publisher shall notify Company of the Company Claim concerned promptly following the date that Publisher becomes aware of it; (ii) Company shall defend against the Company Claim concerned (at Company's own expense) through legal counsel selected by Company; and (iii) each party shall reasonably cooperate with the other in the defense of the Company Claim concerned. Company may not settle a Company Claim without Publisher's prior written consent, which consent shall not be unreasonably withheld or delayed. Company shall be solely responsible for the amount of any settlement or judgment for such Company Claim and all legal expenses and counsel fees incurred by Company in connection therewith. Publisher shall have the right at all times to actively participate in the defense of any Company Claim and to employ legal counsel selected by Publisher at Publisher's own expense, it being understood that Company shall have the right at all times, in Company's sole discretion, to maintain control of the conduct of the defense.

10. TERMINATION

(a) If either party hereto fails to comply with any of the material terms or conditions of this Agreement (the "Defaulting Party"), the other party hereto (the "Non-Defaulting Party") may (without prejudice to any other rights the Non-Defaulting Party may have) terminate this Agreement by giving the Defaulting Party thirty (30) days' prior written notice to cure its breach or default. If the Defaulting Party does not cure its breach or default within such thirty (30) day period, the Non-Defaulting Party may forthwith terminate this Agreement upon written notice to the Defaulting Party. Any notice of termination shall be effective as of the date of such notice, but in no event sooner than three (3) business days after the Defaulting Party's receipt of such notice. Notwithstanding anything to the contrary, this Agreement will terminate automatically, without notice (if permitted under applicable law), if any of the following occurs:

(i) Company is dissolved or its assets are liquidated, or if Company becomes insolvent; or

(ii) A bankruptcy proceeding for a reorganization or for other relief from the claims of creditors, or any similar proceeding takes place with respect to Company or its assets.

(iii) Company ceases doing business in the ordinary course and/or there is a substantial diminution in the ability of Company to effectively carry on its business in general or any aspect thereof or the business of a Service in particular.

(iv) Company breaches any of Company's material representations, warranties, covenants or obligations hereunder, or Company fails to fulfill its material obligations hereunder; provided, however, that such breach is not cured within twenty (20) days from Company's receipt of Sony's notice of such breach.

(v) Company fails to timely make payments required hereunder or render any information or documents required to be furnished or otherwise made available to Publisher as and when required hereunder; provided,

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however, that with respect to any such breach Company shall have a period of five (5) days from its receipt of Publisher's notice of such breach in which to cure said breach.

(vi) Company uses a Composition in a Ringtone without first notifying Publisher in writing of the title of the Composition concerned and receiving approval for the use of such Compositions from Publisher.

(vii) Company licenses the rights hereunder to a third party that is not an Approved Sublicensee as set forth herein.

(b) The expiration or termination of this Agreement shall not relieve either party hereto of responsibility for obligations incurred prior to termination.

(c) Upon the expiration or termination of this Agreement, all rights of Company, and Approved Sublicensees in and to the Compositions shall terminate except as otherwise provided herein, Company shall remove, return or destroy all Ringtones embodying the Compositions hereunder, and Company shall pay all monies then due or to become due to Sony pursuant to paragraph 5 hereof.

(d) Anything to the contrary herein notwithstanding, the rights of End Users in respect of Ringtones lawfully obtained under section 1(a)(v) hereof shall survive any expiration or termination of this Agreement.

(e) The terms, provisions, representations, and warranties contained in this Agreement which are intended to survive the expiration or termination of this Agreement will so survive and continue in full force and effect until they are satisfied in full or by their nature expire.

11. DEFINITIONS

(a) Intentionally Omitted Without Implication.

(b) "Approved Sublicensee(s)" shall mean those entities approved by Publisher as set forth on Schedule B attached hereto. Additional third parties may be added to Schedule B, subject to Sony's prior written approval. If no Schedule B is attached hereto, Company shall be deemed to have no Approved Sublicensees and Company shall have no right to grant the rights granted herein to any third party. For the avoidance of doubt, Approved Sublicensees shall not have the right to license the rights granted to them by you hereunder.

(c) "Compositions" means those musical works, solely to the extent that they are owned and/or controlled by Publisher in and throughout the Territory, which Publisher has approved for use by Company in the creation of Ringtone(s) as set forth on Schedule A, attached to and made a part hereof, as such Schedule A may be amended in writing from time to time as hereinafter provided.

(d) "End User" means any person within the Territory who receives a Ringtone or to whom a Ringtone is distributed and/or transmitted for the purpose of being written or otherwise stored in the memory of such End User's selected Wireless Device.

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(e) "Company Revenue" means (a) the Net Monetary Revenue received by, or due and owing to, Company and each Approved Sublicensee from the Sale by Company and each Approved Sublicensee, as applicable, of a Ringtone via a Service, calculated by using the Sale price of the Ringtone concerned charged by Company and each Approved Sublicensee, as applicable, to an End User; and (b) the reasonable value of goods, services or credits received by Company and each Approved Sublicensee from any source in lieu of cash payments for the exploitation of Ringtones licensed hereunder. For the avoidance of doubt, if Company sublicenses any Ringtone to an Approved Sublicensee, it is the Sale price of the Ringtone to the End User charged by the Approved Sublicensee concerned, and not any lesser sublicensing fee paid by the Approved Sublicensee to Company, that shall be used as a basis to determine Company Revenue. "Net Monetary Revenue" means gross revenue, excluding value added, use, sales or other similar taxes to be collected for payment to the applicable taxing authority(ies), but excluding, for the avoidance of doubt, rebates, in connection with such Sale.

(f) "Ringtone" means an audible electronic code, whether or not such code embodies a sound recording, embodying a performance of a pre-determined synthesized melodic fragment of a Composition, whether monophonic, polyphonic, midi, WAV, SMAF, AMR, MP3 or other formats created for the purpose of causing a Wireless Device to play such fragment for use as an identifier or as an element of an identifier of an activity on such Wireless Device, such as the receipt of an incoming signal.

(i) "Animated Ringtone" shall mean a Ringtone that is synchronized in timed relation with an animated, still or moving visual image.

(ii) "Master Ringtone" shall mean a Ringtone consisting of a compressed audio file of an excerpt of a master recording of a Composition.

(iii) "Monophonic Ringtone" shall mean a Ringtone in the MIDI format consisting of a single melodic voice.

(iv) "Polyphonic Ringtone" shall mean a Ringtone in the MIDI format consisting of multiple melodic voices.

(g) "Sale", "Sell" or "Sold" means any action whereby an End User in the Territory obtains from Company or an Approved Sublicensee a complete or useable copy of a Ringtone that is capable of being written or otherwise stored in the memory of a Wireless Device. For the avoidance of doubt, a Sale shall include any action described in the preceding sentence which occurs during a promotion, contest, give-away or any other distribution of a Ringtone for no consideration or consideration other than the then-current full retail price. For the avoidance of doubt, Ringtones shall not be installed on or delivered to Wireless Devices prior to the purchase of such Wireless Devices by End Users (i.e., they shall not be embedded into Wireless Devices prior to the purchase of such Wireless Devices by End Users).

(h) "Service" means the provision of a Ringtone via a range of service channels, including, but not limited to, the Internet, cable, satellite, web, wireless application protocol (a/k/a WAP), wireless local area network (a/k/a WLAN), Bluetooth technology (infrared or other similar radio wave technology), wired connection from a local computer, short or smart messaging service (a/k/a SMS), subsequent corresponding technologies or any other form of distribution or transmission of Ringtones.

(i) "Term" means the period specified in Article 3 herein.

(j) "Territory" means Latin America (i.e. Argentina, Belize, Bolivia, Brazil, Chile, Colombia, Costa Rica, Ecuador, El Salvador, Guatemala, Honduras, Mexico, Nicaragua, Panama, Paraguay, Peru, Uruguay and Venezuela), and the United States of America.

(k) "Wireless Device" shall mean an electronic device typically designed to be used for, among other purposes, mobile voice and/or data communications, and includes, without limitation, wireless communication terminals, handsets, mobile phones, pagers, personal digital assistants and accessories which are capable of receiving a Ringtone.

12. ASSIGNMENT

Publisher may assign its rights under this Agreement in whole or in part to any subsidiary, affiliated or controlling corporation or company, to any Person owning or acquiring a substantial portion of the stock or assets of Publisher, or to any partnership or other venture in which Publisher participates, and such rights may be similarly assigned by any assignee. No such assignment shall relieve Publisher of any of Publisher's obligations hereunder. Company may assign its rights hereunder to any affiliate or any other person in connection with the sale or transfer of substantially all of its assets, provided, however, that Company shall not assign this agreement to a competitor of Publisher or to an entity engaged in the business of manufacturing, distributing and/or selling (i) blank or digital recording media for the purpose of facilitating the resale thereof, or (ii) products designed to circumvent copy protection mechanisms.

13. FORCE MAJEURE

If because of: an act of God; inevitable accident; fire; lockout, strike or other labor dispute; riot or civil commotion; act of public enemy; enactment, rule, order or act of any government or governmental instrumentality (whether federal, state, local or foreign); failure of technical facilities; failure or delay of transportation facilities; any or other cause of a similar or different nature not reasonably within Sony's or Company's control (a "Force Majeure Event"); Sony or Company, as the case may be, is materially hampered in the performance of its obligations hereunder, then, without limiting either party's rights, Sony or Company, as the case may be, shall have the option by giving a notice ("Suspension Notice") to the other party hereto suspending the Term for the duration of any such contingency solely in the region of the Territory affected by such Force Majeure Event. In the event the Force Majeure Event exceeds thirty (30) days, this Agreement may be terminated by written notice from either party hereto.

14. NOTICES

Except as specifically provided herein, all notices under this Agreement shall be in writing and shall be given by courier or other personal delivery or by registered or certified mail at the appropriate address below or at a substitute address designated by notice by the party concerned.

TO COMPANY:

REDACTED

TO PUBLISHER: 550 Madison Avenue
New York, New York 10022-3211
Attention: Senior Vice President, Business Affairs and Administration

and

Sony Corporation of America
Law Department
550 Madison Avenue
New York, New York 10022-3211
Attention: Senior Vice President and General Counsel

Notices shall be deemed given when mailed or, if personally delivered, when so delivered, except that a notice of change of address shall be effective only from the date of its receipt.

15. LIMITATION OF LIABILITY

EXCEPT FOR CLAIMS UNDER ARTICLE 9 ABOVE, NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR FOR INTERRUPTED COMMUNICATIONS, LOST DATA, LOST PROFITS, LOST REVENUE OR LOST OPPORTUNITIES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF THAT PARTY HAS BEEN ADVISED OF (OR KNOWS OR SHOULD KNOW OF) THE POSSIBILITY OF SUCH DAMAGES.

16. MISCELLANEOUS

(a) This agreement contains the entire understanding of the parties relating to its subject matter. No change of this agreement will be binding upon either party unless it is made by an instrument signed by Company and by an officer of Publisher. A waiver by either party of any provision of this agreement in any instance shall not be deemed to waive it for the future. All remedies, rights, undertakings, obligations and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy right, undertaking, obligation or agreement of either party.

(b) No designation, approval, or consent provided for in this Agreement will be deemed given unless set forth in writing and signed by an authorized officer or representative of the party concerned.

(c) If any part of this Agreement, or the application thereof to any party, shall be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect the remainder of this Agreement, which shall continue in full force and effect, or the application of this Agreement to the remaining parties hereto.

(d) This agreement has been entered into in the State of New York, and the validity, interpretation and legal effect of this agreement 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), only, will have jurisdiction of any controversies regarding this agreement; any action or other proceeding which involves such a controversy will be brought in those courts, in New York County, and not elsewhere.

(e) The relationship of the parties is that of independent contractors and nothing in this Agreement shall render either party an agent of the other.

(f) The headings, subheadings, and other captions in this Agreement are for convenience and reference only and will not be used in interpreting, construing, or enforcing any of the terms of this Agreement. Each party acknowledges that it has had the opportunity to review this Agreement with legal counsel of its choice, and there will be no presumption that ambiguities will be construed or interpreted against the drafter, and no presumptions made or inferences drawn because of the inclusion of a term not contained in a prior draft or the deletion of a term contained in a prior draft. The words "hereof," "herein," "hereunder" and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement.

(g) This Agreement will not become effective until executed and delivered by Publisher and Company.

SONY/ATV MUSIC PUBLISHING LLC

By: _____

Name: Jonas Karl

Title: V.P., BA

Date: 6/26/06

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SCHEDULE A

831755	26 Years, 17 Days	Lyle	Jennings, Sigler, Curry	50.00%	50.00%	World Wide
344769	50/50	Lemar	Hermansen, T.E./Miller, M./Obika, Lemar/Rustan, H./Mikkel SE	12.50%	12.50%	World Wide
127608	83	John Mayer	Mayer	100%	100.00%	World Wide
112808	911	Wyclef Feat. Mary J Blige	Jean; DuPlessis; Brown; Cadet	47.50%	47.50%	World Wide
68509	(I've Had) The Time Of My Life	Officer & A Gentleman	J. DeNicola,D. Markowitz, F. Previte	12.50%	12.50%	World Wide
58927	(Lying Here With) Linda On My Mind	Conway Twitty	Twitty	100.00%	100.00%	World Wide
	1 In The Morning	LL Cool J	James Smith, Blackman	100.00%	100.00%	World Wide
599373	1000 Good Intentions	Rise Against	Pincipe/McIlrath/Barnes/Wieklinski	75.00%	75.00%	World Wide
76051	1,4,3,2,1	LL Cool J	Smith/Redmon/Sermon/ Method Man/Cannibuc	15.00%	15.00%	World Wide
39005	50,000 Names	George Jones	O'Hara	100.00%	100.00%	Worldwide
127338	8 Days of Christmas	Destiny's Child	Knowles / McCalla	50%	50.00%	Worldwide
110758	9PM	Atb	Tannenberger/Ferrerons/Posadas/Riviera	50.00%	31.25%	World Wide
83909	A Day In The Life	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
38092	A Little Respect	Erasure	Bell/Clarke	100.00%	100.00%	World Wide
118200	A Love Before Time (Crouching Tiger Hidden Dragon Theme)	Theme	Calandrelli / Dun	100.00%	100.00%	Worldwide
137938	A Moment Like This	Kelly Clarkson	Ried/Elofsson	50.00%	50.00%	World Wide
130202	A New Day Has Come	Celine Dion	Moccio/Nova	50.00%	40.00%	World Wide
337255	A Real Fine Place to Start	Sara Evans	Ducas/Foster	50.00%	50.00%	World
501010	Absolutely Fabulous	Pet Shop Boys	Tennant/Lowe	100.00%	100.00%	World Wide
83910	Across The Universe	Beatles	Lennon/McCartney	66.67%Sony, 33.33% EMI	100.00%	World Wide
67841	Adia	Sarah McLachlan	McLachlin/P. Marchand	50.00%	50.00%	World Excluding Canada
315510	Aerials	System of a Down	Malakian, Tankian, Odadjuan, Dolmayan	100.00%	100.00%	World Wide
523508	Aero Dynamic	Kraftwerk	Schmitt/Huetter/Hilpert	100.00%	100.00%	Worldwide
293946	After You've Gone	One True Voice	Stock/Waterman	50.00%	50.00%	World Ex. Eire, UK
449448	Agnus Dei	Michael W. Smith	Smith	100.00%	100.00%	World Wide
593985	Ahora Quien	Marc Anthony	Estefano/Reyes	100.00%	100.00%	Worldwide
35380	Ain't Goin' Down Til The Sun Comes Up	Garth Brooks	Williams/Brooks/Blazy	33.34%	33.34%	World Wide
130289	Ain't It Funny	Jennifer Lopez	Rooney / Lopez	100.00%	100.00%	Worldwide
54545	Ain't No Fun (If The Homies Can't Have None)	Snoop Dogg	Young/Broadus/Nathan/Kurupt/Warren	50.00%	50.00%	World Wide
104958	Ain't No Future In Yo Frontin'	MC Breed	Troutman/Clinton/	31.25%	31.25%	Worldwide
597582	Ain't Nothin Wrong	Houston	Edmonds/Dixon/Thomas/Dawkins/Mason Jr	17.50%	17.50%	World Wide
84438	Air	Ben Folds Five	Ben Folds, Darren Jessee, Robert Sledge	100.00%	100%	World Wide
548027	Algo Tienes	Paulina Rubio	Chris Rodriguez, Manny Benito	50.00%	50%	World Wide
598105	Alive	Kenny Wayne Shepherd	Frederiksen/Shepherd	100.00%	100%	World Wide
547537	All Falls Down	Kayne West	Hill/West	100.00%	100%	World Wide
44501	All For Love (The Three Musketeers)	Bryan Adams	Adams/Lange/Kamen	58.33%	58%	World wide
512580	All I Have	Jennifer Lopez	Riddick/Bowser/Richardson/Smith/McPherson/Jeffrey	8.34%	8%	World Wide
102020	All I Wanna Do	Sheryl Crow	Gilbert, Kevin	16.50%	16.50%	World Wide
86529	All I Want For Christmas Is You	Mariah Carey	Carey/Afanasieff	50.00%	50.00%	World Wide
608781	All Jacked Up	Gretchen Wilson	Wilson/McGehee/Rich	33.34%	33.34%	World Wide
448710	All My Exes Live In Texas	George Strait	Shafer	100.00%	100.00%	World Wide
83912	All My Lovin	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	
132195	All Rise	Blue	Eriksen / Rustan / Hermansen	30.00%	30.00%	Worldwide
83913	All Together Now	Beatles	Lennon/McCartney	66.67%Sony, 33.33% EMI	100.00%	World Wide
83914	All You Need Is Love	Beatles	Lennon John/Mc Cartney Paul	66.67%Sony, 33.33% EMI	100.00%	World Wide
38041	Alone	Mariah Carey	Steinberg/Kelly	100.00%	100.00%	World Wide
41302	Alone Again (Naturally)	Gilbert O'Sullivan	O'Sullivan	100.00%	100.00%	World X UK, Japan, SE Asia
220306	Anthem For the Year 2000	Silver Chair	Johns	100.00%	100.00%	World
117689	Always Come Back To Your Love	Samantha Mumba	Eriksen / Rustan / Hermansen	33.34%	33.34%	Worldwide
82696	Always Never The Same	George Strait	McBride/Green	50.00%	50.00%	Worldwide
58638	Always You	Sophie Zelmani	Zelmani/Hafapi/Starkie	100.00%	100.00%	World wide
124396	AM TO PM (Spanish Version)	Christina Milian	Miller/ Karlsson/ Winnberg / Lopez	16.67%	16.67%	Worldwide
593999	Amar Sin Mentiras	Marc Anthony	Estefano/Anthony	100.00%	100.00%	World Wide
113587	Amazed	Poe	Danielewski Annie	60.00%	100.00%	World Wide
526459	Amazin'	LL Cool J	Smith, Hugo, Williams	50.00%	50.00%	World Wide
395539	America	Neil Diamond	Diamond	100.00%	100.00%	WW
331278	American Dream	System of a Down	Malakian, Tankian, Odadjuan, Dolmayan	100.00%	100.00%	World Wide
449288	American Trilogy	Elvis Presley	Newbury	100.00%	100.00%	Worldwide
18027	Amigos	Marc Anthony	Carlos/Carlos	50.00%	50.00%	World Wide
83915	And I Love Her	Beatles	Lennon John/Mc Cartney Paul	66.67%Sony, 33.33% EMI	100.00%	World Wide
48486	And Our Feelings	Babyface	Edmonds/Simmons	85.00%	85.00%	World Wide
24475	And The Beat Goes On	The Whispers	Shelby/Shockley/Sylvers/Smith	66.67%	66.67%	World Wide
67832	Angel	Sarah McLauchlan	S McLauchlan	100.00%	100.00%	World Excluding Canada
81532	Angel's Among Us	Alabama	Goodman/Hobbs	100.00%	100.00%	World Wide
447824	Another World	Joe Jackson	Joe Jackson	100.00%	100.00%	World Wide
145497	Antologia	Shakira	Mebarak/Ochoa	100.00%	100.00%	World Wide
78141	Anymore	Travis Tritt	Tritt/Colucci	50.00%	50.00%	World Wide
106785	Anytime	Kelly Clarkson	Walters/Biancaniello	50.00%	50.00%	US
	Apple Cobbler	LL Cool J	James Smith, Tim Mosley	pending	pending	
90250	Army	Ben Folds Five	Ben Folds	100.00%	100%	World Wide
106076	Around the Way Girl	LL Cool J	Smith/James/Williams	37.50%	38%	World Wide
565217	As Good as I Once Was	Toby Keith	Emerick/Keith	50.00%	50%	World Wide

SCHEDULE A

593842	Ashes Of The Wake	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100.00%	100.00%	WW
523391	Augusta Rain (Georgia Rain)	Trisha Yearwood				
503927	Baby I Love U	Jennifer Lopez	Rooney/Lopez/Shea/Barry	33.34%	33%	World Wide
106549	Baby I'm A Want You	Bread	Gates David A	100.00%	100.00%	World Wide
83921	Baby You're A Rich Man	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
35058	Baby, Baby, Baby	TLC	Edmonds/Reid/Simmons	33.34%	33%	World wide
	Bachelor Party	Nas		splits are pending.		
125573	Back From The Dead	Kid Rock	Peters	100.00%	100.00%	World Wide
83922	Back In The USSR	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
243389	Back Seat	LL Cool J	Smith/Jones	43.75%	43.75%	World Wide
197552	Back to Life	Soul II Soul	Law/Romeo/Wheeler/Hooper	41.67%	41.67%	World Wide
525721	Back When	Tim McGraw	Lynch, Stevens, Smith	33.34%	33.34%	World Wide
52679	Bad Case Of Loving You	Robert Palmer	John Martin	100.00%	100.00%	World Wide
	Badaboom	B2K feat. Fabolous	Jackson/Stokes/Scott/Houston	pending	pending	World Wide
81936	Bama Lama Bama Loo	Little Richard	Penniman	100.00%	100.00%	World Wide
124012	Band Of Brothers Main Theme	N/A	Karren	87.50%	87.50%	World wide
130250	Bays Bays	Sahri Duo	Friis/Savery	100.00%	100.00%	World Wide
497293	Be As You Are	Kenny Chesney	Chesney, Dillon	100.00%	100.00%	World Wide
110095	Be Bop A Lula	Gene Vincent	Davis/Vincent	83.33%	83.33%	US & Canada
84106	Because	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00%	World Wide
301503	Because I Love You	Mark Oh	Brooks	100.00%	100.00%	World Wide
180626	Beds Are Burning	Novaspace	Gifford/Hirst/Moginie/Garrett	100.00%	100.00%	World Wide
131824	Beer For My Horses	Toby Keith/Willie Nelson	Emerick/Keith	50.00%	50.00%	World Wide
78449	Beer Thirty	Brooks and Dunn	Dunn, Ronnie G.	50.00%	50.00%	World Wide
85204	Before The Night Is Over	Bryan Adams	Adams/Martin	50.00%	40.00%	World Wide
83924	Being For The Benefit Of Mr. Kite	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
85196	Believe In You	Amanda Marshall	Marshall / Bazilian	50.00%	50.00%	Worldwide
272668	Better the Devil You Know	Kylie Minogue	Stock/Aitken/Waterman	33.34%	33.34%	World Wide
51225	Better Things To Do	Terri Clark	Shapiro / Clark /Waters	47.50%	47.50%	Worldwide
	Big Chips	Jay Z & R Kelly	R. Kelly/S. Carter/N.C.Oliver, S.J. Barnes/	splits are pending		
172759	Big Yellow Taxi	Counting Crows	Mitchell	100.00%	100.00%	World Wide
518523	Bigger Than My Body	John Mayer	Mayer	100.00%	100.00%	Worldwide
111339	Bills, Bills, Bills	Destiny's Child	Knowles, Beyonce G.	10.00%	10.00%	World Wide
83925	Birthday	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
48887	Bitches Ain't Shit	Dr. Dre	Young/Broadus/Curry/Arnaud/Brown	62.50%	62.50%	World Wide
608538	Bitches Ain't Shit	Lil Jon	Durham/Hama/Lewis	37.50%	37.50%	World Wide
607338	Black Horse & Cherry Tree	Katie Tunstall	Katie Tunstall	100.00%	100.00%	World Wide
343868	Black Suits Comin' (Nod Ya Head)	Will Smith	Smith - Sparks - Feemster - Bennett - Bennett - Bennett	73.75%	73.75%	World Wide
83926	Blackbird	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
421876	Blank Sheet of Paper	Tim McGraw	Warren, Warren, Schlitz	66.66%	66.66%	World Wide
116133	Blessed	Martina Mcbride	Lindsey / Verges / James	33.33%	33.33%	Worldwide
593835	Blood Of The Scribe	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100.00%	100.00%	WW
84754	Blue Jay Way	Beatles	Harrison	100.00%	100.00%	World Wide
28590	Blue Savannah	Erasure	Bell/Clarke	100.00%	100.00%	World Wide
303211	Bonnie and Shyne	Shyne	Thompson, David, Levy, Barrow, Gession, Guglielmi	20.00%	20.00%	World Wide
448367	Boom	System Of A Down	Malakian/Tankian/Dolmayan/ Odadjian	100.00%	100.00%	World wide
196233	Boomin System	LL Cool J	Smith/Williams	37.50%	37.50%	World wide
35968	Boot Scootin' Boogie	Brooks & Dunn	Dunn, Ronnie G.	100.00%	100.00%	World wide
160465	Booti Call	Blackstreet	Clinton George Jr; Dickey Antwone L; Riley Edward T; Riley Markell Demont; Sermon Erick S; Shider Garry Marshall; Spradley David Lee; Sylvers Leon F III; Troutman Larry; Troutman Roger	37.50%	37.50%	World wide
302137	Bootylicious	Destiny's Child	Nicks/Fusari/Knowles/Welsh /Moore	87.50%	87.50%	World wide
106535	Born Free	Roger Williams	Barry John/Black Donald	100.00%	100.00%	World Wide
116914	Born Slippy	Underworld	Smith/Hyde	100.00%	100.00%	World Wide
111400	Born To Fly	Sara Evans	Evans/Hummon/Scott	33.34%	33.34%	World Wide
504927	Born to Try	Delta Goodrem	Delta Goodrem/Mtawarira, Audius	100.00%	100.00%	World Wide
315523	Bounce	System of a Down	Malakian, Tankian, Odadjian, Dolmayan	100.00%	100.00%	World Wide
28725	Brand New Man	Brooks and Dunn	Cook, Don Kirby, Brooks, Leon E.	100.00%	100.00%	World Wide
537160	Brass Bed	Josh Gracin	James/McBride/Hughes	33.34%	33.34%	World Wide
98458	Brass Monkey	Beastie Boys	Rubin / Horowitz / Yauch / Diamond	50.00%	50.00%	Worldwide
593843	Break You	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100.00%	100.00%	WW
504501	Breathe	Blu Cantrell	Martin/Matias/Bemberry/ Bradford/Harris/Joiner/Mathers/ Aznavour	17.50%	17.50%	World Wide
45152	Breathe Again	Toni Braxton	Edmonds	100.00%	100.00%	World wide
62899	Brick	Ben Folds Five	Folds/Jessee	100.00%	100.00%	World Wide
593831	Bring Me Down	Miranda Lambert	Miranda/Howard	50.00%	50.00%	World Wide
105213	Bring It All To Me	n/a	Rooney/Spencer/Shelby	25.00%	25.00%	World Wide
498337	Brokenheartsville	Joe Nichols	Daniels/Kees/Boudreaux/Mevis	50.00%	50.00%	World Wide
116495	Brown Eyes	Destiny's Child	Knowles/Afanasieff	100.00%	100.00%	World Wide
129225	Brown Skin	India.Arie	Arie/Sanders/Batson	43%	42.50%	World Wide
111338	BUG A BOO	DESTINY'S CHILD	Briggs, Burrus, Knowles, Roberson, Rowland, Luckett	7.50%	7.50%	Worldwide
67839	Building A Mystery	Sarah McLachlan	Sarah McLachlan	50.00%	50.00%	US
48842	Burnin' For You	Blue Oyster Cult	Meltzer/Roeser	100.00%	100.00%	World Wide
106534	Burning Love	Elvis Presley	Linde Dennis	100.00%	100.00%	World Wide
208913	Butterfly	Mariah Carey	Carey/Afanasieff	50.00%	50.00%	World Wide
625466	B.Y.O.B.	System Of A Down	Malakian/Tankian/Dolmayan/ Odadjian	100.00%	100.00%	World Wide

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546917	By The Time I Get To Phoenix	Glen Campbell	Webb	Sony/Lastrad 46.25%	46.25%	World Wide
287760	By Your Side	Sade	Denman/Matthewman/Adu/Hale	100.00%	100.00%	World Wide
204566	Bye Bye Baby	TQ	Quaites/Mosley/Howard	50.00%	50.00%	World Wide
155408	California Love (remix)	Dr. Dre and Roger Troutman	Troutman/Troutman/Durham/Cunnigham/Hudson/ Hooks	65.00%	65.00%	World Wide
81898	Call and Answer	Barenaked Ladies	Duffy/Page	50.00%	50.00%	Worldwide
505036	Call Me	Fabulous	Barnes/Olivier/Jackson/Myers	25.00%	25.00%	World Wide
288545	Call On Me	ERIC PRYDZ	Sanders, Ramsey, Huggard	25.00%	25.00%	WW
627739	Calm Before The Storm	Fall Out Boy	Peter Wentz, Patrick Stumph, Joseph Trohman, Andrew Hurley	100.00%	100.00%	World Wide
104096	Calm Like A Bomb	Rage Against The Machine	De La Rocha/ Commerford/ Morello/Wilk	100.00%	100.00%	World Wide
145743	Candida	Levine/Wine	Tony Orlando & Dawn	Sony/Lastrada 55% splits are pending	55.00%	World Wide
	(Can't Believe) This Is Me	J-Lo				
83927	Can't Buy Me Love	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
131004	Can't C Me	Dr. Dre	Young/Clinton/Shakur	37.50%	37.50%	World Wide
	Can't Explain It	LL Cool J	James Smith, Tim Mosley	pending	pending	
84108	Carry That Weight	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00%	World Wide
172752	Case of You	Diana Krall	Mitchell, Joni	100.00%	100.00%	World Wide
619519	Cater 2 U	Destiny's Child	Knowles/Rowland/Walker/Rude/Williams/Jenkins	39.16%	39.16%	World Wide
133747	Caught In The Middle	A1	Adams / Marazzi / Porter / Mitra	50.00%	50.00%	Worldwide
451188	Center Of My heart	Lenny Kravitz	Martin/Burton/Phillips	33.34%	33.34%	World Wide
38093	Chains Of Love	Erasure	Bell/Bell/Martin	100.00%	100.00%	World wide
107850	Change Of Heart	Theme	Bule / Cobb	100.00%	100.00%	Worldwide
167791	Cheated (To All The Girls I've Cheated On)	Jean Wydef	Jean/Hammond/White/Bailey/David/Robinson/Malloo/Haug/Obrien/Jackson/Mckay/Wright/Leibrand	20.00%	20.00%	Worldwide
127184	Cheatin' On Me	50 Cent	Barnes/Olivier/Jackson/ Burruss/ Gates	33.34%	33.34%	World wide
502672	Cheeky Song	Cheeky Girls	Kirtley/Semal/Hawes	83.00%	836.00%	World Ex. Portugal, UK, Spain
609545	Cherry Pie	J-Lo	Rooney, Kelly, Robinson, Lopez	25.00%	25.00%	World
448384	Chic N Stu	System of a Down	Malaklan, Tanklan, Odadjuan, Dolmayan	100.00%	100.00%	World Wide
101133	Chicago	Graham Nash	G. Nash	100.00%	100.00%	World Wide
132850	Chicago (That Toddling Sound)	Frank Sinatra	Fisher	100.00%	100.00%	
155696	Children of the Ghetto	Mary J. Blinge	Amoo/Amoo	100.00%	100.00%	World Wide
297778	Chillin	Modjo	Rodgers/Edwards/Destagnol.Trachart	20.00%	20.00%	World Wide
515443	Chipmunk Song	Alvin & The Chipmunks		100.00%	100.00%	World X Europe
119402	Chococlat - Vianne Sets Up Shop	Theme (Incidental Music)	Rachel / Portman	100.00%	100.00%	Worldwide
128656	Chop Suey	System Of A Down	Malaklan/Tanklan/Dolmayan/ Odadjian	100.00%	100.00%	World Wide
100184	Christmas In Dixie	Alabama	Gentry/Cook/Owen	100.00%	100.00%	World Wide
213119	Ciega Sordomuda	Shakira	Mebarak / Estefano	75.00%	75.00%	World Wide
86081	Cigarettes and Alcohol	Oasis	Noel Gallagher	100.00%	100.00%	Worldwide
40519	Clair		O'Sullivan	100.00%	100.00%	Worldwide
519513	Clarity	John Mayer	Mayer	100.00%	100.00%	Worldwide
525305	Class Reunion (That Used To Be Us)	Lonestar	McDonald/Myers/Prinmer	33.34%	33.34%	World Wide
78288	Cleopatra, Queen of Denial	Pam Tillis	Tillis/Dipiero/Buckingham	66.67%	66.67%	World Wide
125911	Clint Eastwood	Gorillaz	Makromallis/tric/Albarn/Hewlett	25.00%	25.00%	World Wide
515859	Closest Thing to Crazy	Katie Melua	Batt	100.00%	100.00%	World Wide
85212	Cloud Number Nine	Bryan Adams	Adams/Peters/Martin	66.67%	66.67%	World Wide
150061	Clumsy	Our Lady Peace	Maida/Lenni	100.00%	100.00%	World Wide
598074	Cold	Crossfade	Ed Sloan	100.00%	100.00%	World Wide
343165	Color of Love	Boyz II Men	Edmons	100.00%	100.00%	World Wide
603836	Come A Little Closer	Dierks Bently	Bently / Beavers	100.00%	100.00%	World Wide
131576	Come to Jesus	Mindy Smith	Mindy Smith	100.00%	100.00%	World Wide
84109	Come Together	Beatles	Lennon John/Mc Cartney Paul	64.167% Sony, 35.833 EMI	100.00%	World Wide
101412	Computer World	Kraftwerk	Huetter / Schneider-Esleben / Schult / Bartos	75.00%	75.00%	Worldwide
113581	Control	Poe	Danielewski Annie	50.00%	100.00%	World Wide
54583	C-O-U-N-T-R-Y	Joe Diffie	Harbin, Ronald S., Ed Hill, Dusty Drake	33.33%,	33.33%	World Wide
137500	Cowboys Like Us	George Strait	DiPiero/Smith	50.00%	50.00%	World Wide
993	Crazy	Patsy Cline	Nelson Willie (USA)	100.00%	100.00%	World
604089	Crazy in Love	Eminem	Wilson/Wilson/Fisher/Mathers/Resto	75.00%	75.00%	World
137330	Crazy On You	Heart	Wilson/Wilson/Fisher	50.00%	50.00%	World Wide
168659	Crossover	EPMD	D. Garrison, E. Sermon, P. Smith, R. Troutman	40.00%	40.00%	World Wide
58343	Cruel Summer	Bananarama	Fahey / Woodward / Swain/ Jolley / Dallin	25.00%	25.00%	Worldwide
631753	Cry	Lyle	Jennings	100.00%	100.00%	World Wide
342837	Cry Baby	Janis Joplin	Berns/ Meade	16.67%	16.67%	USA
450364	Crying	Roy Orbison	Nelson/Orbison	62.50%	62.50%	US
119499	Crying At The Discotheque	Alcazar	Rodgers / Edwards / Bard / Wollbeck / Goulos / Hansson	25.00%	25.00%	Worldwide
237984	Daddy Cool	Boney M	Reyam/Farian	100.00%	100.00%	Worldwide
422700	Damien	DMX	Blackmon/Simmons/Smalls	50.00%	50.00%	Worldwide
505034	Damn	Fabolous	Edwards, Rodgers, Jackson, Barnes, Oliver	50.00%	50.00%	Worldwide
599408	Dancing For Rain	Rise Against	Rise Against	100.00%	100.00%	Worldwide
100168	Dandin' Shegin' On The Boulevard	Alabama	Owen/Fowler/Gentry	100.00%	100.00%	World Wide
1049	Dang Me	Roger Miller	Miller	100.00%	100.00%	
447616	Danger High Voltage	Electric 6	Spencer/Frazza/Nawara/ Selph/Martin	100.00%	100.00%	World Wide
188507	Dangerously In Love	Beyonce	Knowles/McCalla	50.00%	50.00%	World Wide
237409	Das Modell	Kraftwerk	Schult/Huetter/Bartos	75.00%	75.00%	World Wide
519511	Daughters	John Mayer	John Mayer	100.00%	100.00%	World Wide
203539	Dawson's Creek Theme		Fields	100.00%	100.00%	World Wide
83932	Day Tripper	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide

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131223	Dazz		Irons/Hargis/Ransom	50.00%	50.00%	World Wide
99175	Dear Lie	TLC	Edmonds/Watkins	70.00%	70.00%	World Wide
83933	Dear Prudence	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
39961	Deeez Nuuuts	Dr. Dre	Young/Broadus	50.00%	50.00%	World Wide
38420	Deep Cover	Dr. Dre	Dr. Dre/Wolfe/Broadus	100.00%	100.00%	World Wide
42398	Department Of Youth	Alice Cooper	Cooper/Ezrin/Wagner	50% Sony, 50% Undercut Music	50.00%	World Wide
527547	Deseos de Cosas Imposibles	La Oreja de Van Gogh	Montero/Benegas/Fernandez/Fuentes	100.00%	100.00%	World Wide
550616	Diamond In The Back	Ludacris	DeVaughn/Bridges/Houston/ Beauregard	45.46%	45.46%	World Wide
289282	Did You Ever Think	R Kelly	Barnes/Olivier/Mayfield/Kelly	30.00%	30.00%	World Wide
127164	Differences	Ginuwine	Oliver/Lumpkin	50.00%	50.00%	World Wide
48418	Diggin' On You	Babyface	Edmonds	100.00%	100.00%	World Wide
1029	DIVORCE	Tammy Wynette	Babcock/Putman	100.00%	100.00%	World Wide
100583	Dixieland Delight	Alabama	Rogers	100.00%	100.00%	World Wide
109177	Dizzy	Tommy Roe	Roe/Weller	50% Sony/ATV Songs	50.00%	World Wide
243889	Do Wop (That Thing)	Lauryn Hill	Lauryn Hill	100.00%	100.00%	World Wide
548609	Do You Know	Da Band	Jean/Goffin/Musser/Dupleiss/Hill/John/Stokes/Watson/Wiley/Charwin/Strouse/Nathis	15.00%	15.00%	World Wide
542313	Do You Want Fries With That	Tim McGraw	Beathard, Phillips	50.00%	50.00%	World Wide
45799	Doggy Dogg World	Snoop Dogg	Broadus, Youn, Fields, Arnaud, Brown	35.00%	35.00%	World Wide
524129	Doin' Time	Sublime	Rubin/Horowitz/Yauch/Gershwin R/Gershwin I/Nowell/Goodman/Hayward Du/Hayward Do	8.50%	8.50%	World Wide
213067	Donde Estan Los Ladrones	Shakira	Mebarak/Ochoa	75.00%	75.00%	World
1091959	Donde Estas Corazon	Shakira	Mebarak/Ochoa	100.00%	100.00%	Worldwide
86248	Don't Change Your Plans	Ben Folds Five	Ben Folds	100.00%	100%	World Wide
47295	Don't Fear The Reaper	Blue Oyster Cult	Rooser	100.00%	100%	World Wide
549323	Don't Go	Fefe Dobson	Fefe Dobson	100.00%	100.00%	World Wide
38057	Don't Go	Yaz	V Clarke	100.00%	100.00%	World Wide
227080	Don't Know Much	Bette Midler	Mann/Snow/Weil	75.00%	75.00%	World Wide
105406	Don't Know Why	Norah Jones	Harris	100.00%	100.00%	WW
	Don't let me Die	R Kelly & Jay Z	Barnes/Olivier/Kelly/Carter/Mosley	splits are pending		
84111	Don't Let Me Down	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00%	World Wide
528479	Don't Lie (No No No)	Black Eye Peas	Peters, Peters, Ferguson, Adams	33.34%	33.34%	World Wide
525068	Don't Rock the Jukebox	Alan Jackson	Jackson/Murrah/Stegall	50.00%	50.00%	World Wide
110755	Don't Stop	ATB	A. Tanneberger	100.00%	62.50%	World Wide
101607	Don't Take The Girl	Tim McGraw	Johnson/Martin	87.50%	87.50%	World Wide
519718	Don't Wanna Lose This Feeling	Dannii Minogue	Minogue/Alexandre/Troillard/ Joly/Khiri/Ronald	50.00%	50.00%	World Wide
243889	DOO-WOP (THAT THING)	HILL,LAURYN	HILL,LAURYN	100.00%	100.00%	World Wide
114635	Dot	DESTINY'S CHILD	Knowles/McCalla	62.50%	62.50%	World Wide
343012	Down 4 You	Irv Gotti Presents The Inc	Atkins Jeffrey B, Aurelius Seven Marcus, Douglas Ashanti S, Jarmon Tiffany Lane, Lorenzo Irving Domingo, Parker Andre Frank, Troutman Larry, Troutman Roger	25.00%	25.00%	World Wide
101054	Down Home	Alabama	Bowles/Lee	50.00%	50.00%	World Wide
604571	Down Wit Da South	Trick Daddy	Michael Crooms, Maurice Young, Deongelo Holmes, Eric Jackson, Calloway, Lovelace, Michael Cooper	44.73%	44.73%	World Wide
244177	Driftwood	Travis	Healey	100.00%	100.00%	World Wide
138402	Drinkin' Bone	Tracy Byrd	Phillips/Beathard	50.00%	50.00%	World Wide
83936	Drive My Car	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
519639	Drugs or Jesus	Tim McGraw	James, Lindsey, Verges, Mayo	25.00%	25.00%	World Wide
340303	Drunk by myself	Nas	Jones /Barnes/Olivier/West	50.00%	50.00%	World Wide
108388	Dusic	Brick	Brown/Hargis/Ranson	100.00%	100.00%	World Wide
86577	Eastenders Theme	Eastenders	May/Osborne	100.00%	100%	World Wide
83937	Eight Days A Week	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
83938	Eleanor Rigby	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
507908	Emotional Rollercoaster	Vivian Green	ERIC ROBERSON, OSUNLADE, VIVIAN GREEN	25.00%	25.00%	World Wide
28582	Emotions	Mariah Carey	Carey/Clivillos/Cole	50.00%	50.00%	World Wide
528248	Encore	Jay-Z	Carter/West	EMI 62.5% cleared / SONY 37.5%	37.50%	World Wide
44238	End Of The Road	Boyz II Men	Edmonds/Reid/Simmons	44.37%	44.37%	World Wide
284850	Entre Tus Brazos	Alejandro Fernandez	Fernandez/Estrada	100.00%	100.00%	World Wide
593996	Escapemonos	Marc Anthony	Estefano/Reyes	100.00%	100.00%	World Wide
273855	Especially For You	Kylie Minogue & Jason Donovan	Stock, Mike/Aitken/Waterman	33.34%	33.34%	World Wide
145494	Estoy Aqui	Shakira	Merbarak / Ochoa	100.00%	100.00%	World Wide
37753	Eternal Flame	Bangles	Steinberg/Kelly/Hoffs	66.67%	66.67%	World Wide
596161	Eternal Sunshine	Movie Theme	Brion	100.00%	100.00%	World Wide
24452	Every Little Step	Bobby Brown	Edmonds/Reid	67.50%	67.50%	World wide
83940	Every Little Thing She Does	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
	Every Sip	LL Cool J	Milsap/Mosely/Nelson/Smith	pending	pending	
521880	Everybody Hates Me	Tim McGraw	Beathard, Hill	50.00%	50.00%	World Wide
83939	Everybody's Got Something To Hide	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
342943	Everybody Needs Somebody (To Love)	Blues Brothers	Burke/Russell/Wexler	11.11%	11.11%	World Wide
538815	Everything	Fefe Dobson	Dobson/Levine/McCollum	100.00%	100.00%	World Wide
130248	Everything	Safri Duo	Friis/Savery	100.00%	100.00%	World Wide
106555	Everything I Own	Bread	Gates, David A.	100.00%	100.00%	World Wide
243888	Everything Is Everything	Lauryn Hill	Hill	100.00%	100.00%	World Wide
148074	Everytime I Close My Eyes	Babyface	Edmonds	100.00%	100.00%	World Wide

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	Ex-Facor	Lauryn Hill	Hill, Hamilsh, Bergman, Bergman, Diggs, Woods, Hunter, Smith, Hawkins, Coles, Grice, Jones	60.00%	60.00%	World Wide
243894						
113002	Exhale (Shoop Shoop)	Whitney Houston	Edmons	100.00%	100.00%	World Wide
517476	Extraordinary	Liz Phair	Phair/Edwards/Spock/Christy	25.00%	25.00%	World Wide
552995	Fast Cars And Freedom	Rascal Flatts	Levox/Thrasher/Mobley	33.34%	33.34%	World Wide
48865	F*** With Dre Day	Dr. Dre	Young, Clinton, Spradley, Broadus, Shider	50.00%	50.00%	World Wide
550842	Fall to Pieces	Avril Lavigne	Maida, Lavigne	50.00%	50.00%	The Universe
527998	Fallen	Mya	Shelton/Veney/Hill/Borrif/ Toledo	25.00%	25.00%	World wide
524013	Fallen	Sarah McLachlan	McLachlan	100.00%	100.00%	World X Canada
24252	Fantastic Voyage	Lakeside	Alexander / Beavers / Craig / Shockley / Stokes / Wood / Mccain / Shelby	100.00%	100.00%	Worldwide
132301	Fantastic Voyage (COOLIO VERSION)	Coolio	Alexander / Beavers / Craig / Shockley / Stokes / Wood / Mccain / Shelby/Lewis / Ivey / Dobbs	75.00%	75.00%	Worldwide
333016	Fatty Girl	Coolio	Barnes/Olivier/Smith/Williams/Murray/Bridges	62.50%	62.50%	World Wide
	Feel The Beat	LL Cool J	James Smith, Tim Mosley	pending	pending	
102771	Feeling So Good	Jennifer Lopez	Cartagena, Combs, Lopez, Rios, Rooney, Standard	25.00%	25.00%	Worldwide
100138	Feels So Right	Alabama	Owen	100.00%	100.00%	World Wide
	Fiera Inquieta	Angela Maria Forero	Uribe	100.00%	100.00%	World Wide
98468	Fight For Your Right	Beastie Boys	Rubin/Horowitz,Yauch	65.00%	65.00%	World Wide
518740	Fight Test	Flaming Lips	Stevens/Coyne/Fridmann/ Ivins/Drozd	75.00%	75.00%	World Wide
537379	First Day of My Life	Rasmus	Yloenen/Rantasalmi/Heinonen/Hakala	100.00%	100.00%	World Wide
83942	Fixing A Hole	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
544777	Flamboyant	Pet Shop Boys	Tennant/Lowe	100.00%	100.00%	World Wide
109018	Flower	Liz Phair	Phair	100.00%	100.00%	World Wide
54544	For All My Niggaz and Bitches	Snoop Dogg	Allen/Arnaud/Brown/Broadus/Young	50.00%	50.00%	World Wide
84107	Fool On The Hill	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
83943	For No One	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
526488	Forca	Nelly Furtado	Eaton / West / Furtado	50.00%	50.00%	WW
315517	Forest	System of a Down	Malakian, Tankian, Odadjuan, Dolmayan	100.00%	100.00%	World Wide
548174	Forgotten	Avril Lavigne	Kreviazuk/Lavigne	50% Sony/ATV Songs LLC	50.00%	Worldd Wide
51210	Fraggle Rock	Muppets	P. Balsam, D. Lee-D. Gillis?	100.00%	100.00%	World Wide
	Free	DESTINY'S CHILD	Knowles/Rowland/Drawers/Garrett/Williams	splits are pending		
74317	Friends In Low Places	Garth Brooks	Blackwell/Lee	50.00%	50.00%	World Wide
133431	Fu-Gee-La	The Fugees	Wyclef / Hill / Michel / Mcgrier / Remil / Marie	25.50%	25.50%	World Wide
57481	Fumblin Toward Ecstasy	Sarah McLachlan	McLachlan/Marchland	100.00%	100.00%	World Wide
527400	Funeral Song	Rasmus	Yloenen/Rantasalmi/Heinonen/Hakala	100.00%	100.00%	World Wide
20453	Gambler	Kenny Rogers	Schitz, Don	100.00%	100.00%	World Wide
107450	Games People Play	Joe South	Joe South	100.00%	100.00%	World Wide
500277	Gay Bar	Electric Six	Spencer, Tyler	100.00%	100.00%	World Wide
523361	Georgia Rain	Yearwood	Rochelle/Hill	50.00%	50.00%	World
84113	Get Back	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00%	World Wide
330784	Get Free	The Vines	Nicholls	100.00%	100.00%	World X Australia/New Zealand
422719	Get Me A Dog	DMX	Blackman/Simmons/Taylor	25.00%	25.00%	World Wide
133984	Get This Money	Jay Z & R Kelly	Barnes/Kelly /Carter	25.00%	25.00%	World Wide
816538	Get Your Number	Mariah Carey	Jolley, John, Ingram, Swain, Carey, Dupri, Austin	27.50%	27.50%	World Wide
83949	Getting Better	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
75008	Getting' Jiggy Wit It	Will Smith	Rodgers / Edwards / Smith	30.00%	30.00%	Worldwide
	Getting Married	Nas		splits are pending		
78030	Ghetto Superstar	Pras	Pras/Jean/Gibb/Gibb/Ozuk/Jones	15.00%	15.00%	World Wide
63425	GI Joe Cues	TV Show Music	Bryant / Douglas / Walsh	100.00%	100.00%	Worldwide
45791	Gin And Juice	Dr. Dre	Young/Adams/Arrington/ Casey/ Finch/Turner/ Webster/Washington	5.00%	5.00%	World Wide
83950	Girl	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
619089	Girl	Beck	Hansen, King, Simpson	70.00%	70.00%	World Wide
619317	Girl	DESTINY'S CHILD	Davis, Robinson, Knowles, Williams, Douthit, Rowla	19.00%	19.00%	World Wide
234694	Girls	Beastie Boys	Rubin/Horowitz	75.00%	75.00%	World Wide
	Girls	Cam'ron feat. Mona Lisa	Giles/Hazard/Charlemagne	75.00%	75.00%	World Wide
40179	Girl You'll Be A Woman Soon	Neil Diamond	Diamond	100.00%	100.00%	WW
33102	Girls Just Wanna Have Fun	Cindi Lauper	R. Hazard	100.00%	100.00%	World Wide
84114	Give Peace A Chance	John Lennon	J. Lennon	64.167% Sony, 35.833 EMI	100.00%	World Wide
447689	Glamour and Pain	Joe Jackson	Joe Jackson	100.00%	100.00%	World Wide
83951	Glass Onion	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
825338	Go	Common feat. John Mayer	Mayer/Lynn/Lewis/West	20.00%	20.00%	World Wide
522808	God Is A DJ	Pink	Mann/Davis/Pink	90.00%	90.00%	World Wide
500255	God Is Real	India Aire	arie/sanders/ramsey	25.00%	25.00%	World Wide
505494	God's Will	Martina McBride	Douglas/Dean	50.00%	50.00%	Worldwide
105219	Going Back To Cali	Notorious B.I.G.	Wallace/Harvey/Troutman/	31.25%	31.25%	WW
84115	Golden Slumbers	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00%	World Wide
595035	Golden Touch	Razorlight	Johnny Borrell	100.00%	100.00%	World Wide
106532	Goldfinger	Goldfinger	L. Bribusse, A. Newley, J. Barry	100.00%	100.00%	World Wide
304028	Gone	Montgomery Gentry	Diplero/Steele	50.00%	50.00%	World Wide
77167	Gone Til November	Wyclef Jean	Jean, Wyclef	100.00%	100.00%	Worldwide
487828	Goodbye Time	Blake Shelton	Hicks/Murrah	100.00%	100.00%	World Wide

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83952	Good Day Sunshine	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
111148	Good Die Young	50 Cent	West/Jackson	50.00%	50.00%	World Wide
500259	Good Man	India Aire	Baker/Ramsey/Sanders/Simpson	25.00%	25.00%	World Wide
83953	Good Morning	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
447674	Got the Time	Joe Jackson	Joe Jackson	100.00%	100.00%	World Wide
53742	Good Times	Chic	Rogers, Nile G. , Bernard Edwards	50.00%	50.00%	World Wide
106719	Got To Get It	Sisqo	West / Andrews	40.00%	40.00%	Worldwide
83955	Got To Get You Into My Life	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
609979	Gotta Go Gotta Leave (Tired)	Vivian Green	Green/Berylne	25.00%	50.00%	World Wide
631745	Greedy	Lyte	Jennings	100.00%	100.00%	World Wide
1740	Green Green Grass Of Home	Tom Jones; Porter Wagoner	Putman	100.00%	100.00%	US, Canada, Latin America
104094	Guerita Radio	Rage Against The Machine	De La Rocha/ Commerford/ Morello/Wilk	100.00%	100.00%	World Wide
527397	Guilty	Rasmus	Ylonen/Rantasalmi/Heinonen/Hakala	100.00%	100.00%	World Wide
523034	Ha Ha	Tamyra Gray	Walters/Biancaniello/ Gray	25.00%	25.00%	World Wide
510191	Hands Up	TLC	Babyface, Simmons	75.00%	75.00%	World Wide
422853	Hang On Sloopy	Aaron Carter	Russell/Farrell	16.67%	16.67%	World Wide
38701	Hang On To Your Love	Sade	Mathewman, Adu	100.00%	100.00%	World Wide
83956	Happiness Is A Warm Gun	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
447682	Happyland	Joe Jackson	Joe Jackson	100.00%	100.00%	World Wide
82931	Happy Radio (City Till I Die)	Bradford	Edwin Starr	100.00%	100.00%	World Wide
83957	Hard Day's Night	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
35888	Hard Workin' Man	Brooks & Dunn	Dunn	100.00%	100.00%	World Wide
15577	Have You Forgotten?	Solar	Weeks, Malone, Moran	100.00%	100.00%	World Wide
324698	Have You Ever Been In Love	Celine Dion	Bagge, Laila/Bagge, Anders/Hall/Nichols/Astrom	5.00%	5.00%	World Wide
53994	Have You Ever Really Loved A Woman	Bryan Adams	Adams/Lange/Kamen	33.33%	33.33%	World wide
1860	He Stopped Loving Her Today	George Jones	Bradcock/Putman	100.00%	100.00%	World Wide
549179	He Wasn't	Avril Lavigne	Kreviazuk/Lavigne	50% Sony/ATV Songs LLC	50.00%	World Wide
595354	Headsprung	LL Cool J	James Smith, Tim Mosley	50.00%	50.00%	World Wide
1900	Heartbreak Hotel	Elvis Presley	Axton/Durden/Presley	100.00%	100.00%	World Wide
67116	Hearts Are For When You Want To Love Someone	George Burns/Colin Raye	Gordon/Paxton	50.00%	50.00%	Worldwide
105221	Heed The Word Of The Brother	X-Clan	R. Troutman/Worrell/Collins/Clinton/Hunter/	15.63%	15.63%	Worldwide
447684	Hell of a Town/Prelude	Joe Jackson	Joe Jackson	100.00%	100.00%	World Wide
83958	Hello Goodbye	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
83960	Help	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
527373	Help Pour Out The Rain	Buddy Jewell	Jewell	100.00%	100.00%	World Wide
83961	Helter Skelter	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
329533	Here I Am	Bryan Adams	Adams/Zimmer/Peter	25.00%	25.00%	World Wide
537494	Here For The Party	Gretchen Wilson	Wilson/Rich/Alphin	33.33%	33.33%	World Wide
83962	Here There & Everywhere	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
78142	Here's A Quarter	Travis Tritt	Tritt	100.00%	100.00%	World Wide
450542	Hey Good Lookin'	Jimmy Buffett	Williams	100.00%	100.00%	World Wide
83964	Hey Jude	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
277234	Hey Lady	Cam'ron feat Freeeky Zeeeky	C.Giles,E.Iiles, V.Babb,F.Visosky, L.Troutman, R.Troutman	33.34%	33.34%	World Wide
280306	Hey Lover	LL Cool J	Smith/Temperton	25.00%	25.00%	World Wide
113011	Hey Now	Oasis	Noel Gallagher	100.00%	100.00%	World Wide
	Hi Hi (Puffy Ami Yumi Show Theme)	Puffy Ami Yumi	Puffy Ami Yumi / Andy Sturmer	25.00%	25.00%	World Wide
330799	Highly Evolved	The Vines	Nicholls	100.00%	100.00%	World X Australia/New Zealand
325097	Hindu Times	Oasis	Noel Gallagher	100.00%	100.00%	Worldwide
96950	HIT ME WITH YOUR BEST SHOT	PAT BENATAR	E.Schwartz	100.00%	100.00%	Worldwide
110976	Hits From the Bong	Cypress Hill	Hurley/Wilkins/Muggerud/Freeze	50.00%	50.00%	Worldwide
08462	Hold It Now, Hit It	Beastie Boys	Horovitz/Rubin/Yauch	25.00%	25.00%	World Wide
33438	Hold The Line	Toto	Paich	100.00%	100.00%	World Wide
543432	Hold Ya Head	Tupac Shakur	Anderson Daryl L, Shakur Tupac Amaru, Troutman Roger, Vincent Stan	50.00%	50.00%	World Wide
614385	Hold You Down	J-Lo	Troutman/Rooney/Beck, Riddick, Cartegena, Christopher, Bruno,	38.00%	38.00%	World Wide
133699	Home and Dry	Pet Shop Boys	Tennant/Lowe	100%	100%	World wide
447688	Home Town	Joe Jackson	Joe Jackson	100%	100%	World Wrd
537502	Homewrecker	Gretchen Wilson	Wilson/Terrell/Rutherford	33%	33%	World Wide
83966	Honey Pie	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
497329	Honkytonkville	George Strait	Brock/Rutherford/Williams	100.00%	100.00%	World Wide
302355	Hot Like Fire	Jessica Simpson	Rooney	100.00%	100.00%	World Wide
451656	Hot Mama	Trace Adkins	Shapiro/Beathard	100.00%	100.00%	World Wide
94938	Hotel	Cassidy feat. R Kelly	Edwards/Rogers/Reese/ Dean/ Kelly	20.00%	20.00%	World Wide
593844	Hour Glass	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100.00%	100.00%	WW
543091	House In California	Keb' Mo	Nicholson/Moore	50.00%	50.00%	World Wide
451154	Hovi Baby	Jay Z	Edmonds/Carter	50.00%	50.00%	World Wide
138377	How Am I Doin'	Dierks Bently	Bentley/X	50.00%	50.00%	World Wide
206701	How Deep Is Your Love	Dru Hill	Cousin/Andrews/Campbell/Ruffin	20.00%	20.00%	World Wide
	How Do You Know	Gemini	Tommy Faragher, Nick Howard	100.00%	100.00%	World Wide
549176	How Does It Feel	Avril Lavigne	Kreviazuk/Lavigne	50.00%	50.00%	World Wide

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Song	Title	Artist	Writer	US Share	Share Worldwide	Territory
133392	How Many Mics	The Fugees	Hill/Jean/Michel	100.00%	100.00%	World Wide
110127	How To Rob	50 Cent	Barnes/Oliver/Casey/Finch/ Jackson/Angelettie	20.00%	20.00%	World Wide
611016	How We Do	The Game	Mason, Young, Jackson, Elizondo, Hughes, Deyo, Taylor	50.00%	50.00%	World Wide
44252	Humpin' Around	Bobby Brown	Edmonds/Reid/Simmons	28.35%	28.35%	World Wide
2141	Husbands and Wives	Brooks & Dunn	Miller	100.00%	100.00%	World Ex Denmark, Finland, Iceland, Sweden, Norway, Italy, British Isles, Eire, S. Africa, Australia, and France
107466	Hush	Larry Williams / Deep Purple	Joe South	100.00%	100.00%	World Wide
600983	Hush	LL Cool J feat. 7 Aurelius	Smith/Aurelius/Graham/Mims/Bushnell	35%	35.00%	World Wide
631743	Hypothetically	Lyte	Jennings	100%	100.00%	World Wide
83967	I Am The Walrus (Fr *Magical Mystery Tour)	Beatles	Mc Cartney, Paul , John Lennon	66.66%	100.00%	World Wide
495652	I Believe	Diamond Rio	Kees/Ewing	100.00%	100.00%	World Wide
553521	I Believe	Fantasia (Am. Idol)	Gray/Watters/Blancaniello)	33.34%	33.34%	World Wide
631741	I Can't	Lyte	Jennings	100.00%	100.00%	World Wide
195889	I Can't Live Without My Radio	LL Cool J	Smith/Rubin	87.50%	87.50%	World Wide
338331	I Can't Read You	Daniel Bedingfield	Bedingfield	100.00%	100.00%	World Wide
448192	I Can't Stop Loving You	Don Gibson	Gibson	100.00%	100.00%	World Wide
289261	I Can't Take It No More Remix	3LW	Barnes/Olivier/Jones/Epps/Baxter/Jones/Grey	50.00%	50.00%	World Wide
51357	I Could Fall In Love	Selena	Thomas	100.00%	100.00%	Worldwide
255121	I Didn't Know My Own Strength	Lorrie Morgan	Byrne / Bowles	25.00%	25.00%	Worldwide
51675	I Don't Want To Know	Fleetwood Mac	Stevie Nicks	100.00%	100.00%	World Wide
37767	I Drove All Night	Celine Dion/Cyndi Lauper	Steinberg/Kelly	100.00%	100.00%	Worldwide
83971	I Feel Fine	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
151967	I Get Around	Tupac Shakur	Brooks Ronald R, Jacobs Gregory E, Murdock Shirley J, Shakur Tupac Amaru, Troutman Larry, Troutman Roger	35.00%	35.00%	World Wide
255595	I Go Back	Kenny Chesney	Chesney	100.00%	100.00%	World Wide
496268	I Got A Feelin'	Billy Currington	Beathard/Currington/Chamberlain	33.33%	33.33%	World Wide
298701	I Got A Story to Tell	Notorious B.I.G	Anthony Best, Sean Puffy Combs, Chucky Thompson, Christopher Wallace	10.00%	10.00%	WW
2321	I Gotta Get Drunk	Willie Nelson	Nelson	100.00%	100.00%	World excluding Australia, New Zealand, Belgium, Brazil, UK, Germany, Austria, Switzerland, Italy, Scandinavia, Greece, Holland, South Africa
614400	I Hate Myself For Losing You	Kelly Clarkson	Solomon/Harry/Dioguardia	33.34%	33.34%	USA and Canada Only
104117	I Just Died In Your Arms Tonight	Cutting Crew	Eede	100.00%	100.00%	World Wide
105435	I Keep Looking	Sara Evans	Evans / Shapiro / Martin	91.66%	91.66%	Worldwide
609553	I Love	J Lo	Rooney, Kelly, Robinson	50.00%	50.00%	Worldwide
107632	I Love The Nightlife	Alicia Bridges	Bridges/Hutcheson	100.00%	100.00%	World Wide
523252	I Love This Bar	Toby Keith	Keith/Emerick	50.00%	50.00%	World Wide
80180	I Love You	Martina McBride	Hyler / Follese / Follese	33.33%	33.33%	World ex. Italy
123833	I Melt	Rascal Flatts	Levox/Thrasher	33.34%	33.34%	World Wide
107320	I Miss My Friend	Darryl Worley	Martin / Nesler / Shapiro	58.33%	58.33%	Worldwide
24295	I Miss You	Klymaxx	Maisby	100.00%	100.00%	World Wide
77993	I Need Love	LL Cool J	Smith/ Ervin/Ettinger/Pierce/ Simon	58.25%	58.25%	World Wide
103292	I Need To Know	Marc Anthony	Rooney/Anthony	100.00%	100.00%	World wide
274815	(I Never Promised You A) Rose Garden	Martina McBride	Joe South	100.00%	100.00%	World Wide
450545	I Saw The Light	Hank Williams	Hank Williams	100.00%	100.00%	World Wide
318139	I See Right Through You	DJ Encore featuring Engelina	Hermeth, Andreas Bang - Larsen, Engelina - Parsberg, -Michael - Staynstrup, Jakob	89.33%	89.33%	World Wide
116656	I Should Be So Lucky	Kylie Minogue	Stock/Aitken/Waterman	33.34%	33.34%	World wide
83989	I Should Have Known Better	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
29513	I Sometimes Wish I Was Dead	Depeche Mode	Clarke	100.00%	100.00%	World Wide
410993	I Still Love You	Next	Johnson/Bristol/Edmons/Tolbert/Lighty/Huggar/Brown/Clowers	29.28%	29.28%	World Wide
106772	I Think I'm In Love With You	Jessica Simpson	Rooney/Shea/Mellencamp	16.67%	16.67%	World Wide
37769	I Touch Myself	The Divinyls	Kelly, Tom / Steinberg, William E.	60.00%	60.00%	World Wide
110629	I Wanna Be With You	Mandy Moore	Thomas/ Peiken/ Arbuckle	65.00%	65.00%	World wide
106784	I Wanna Love You Forever	Color Me Badd	Louis Blancaniello ,Watters, Samuel J.	50.00%	50.00%	World Wide
111066	I Want Candy	Bow wow wow/Aaron Carter	Feldman/Goldstein/Dems/Gottehrer	75.00%	75.00%	US
338354	I Want To Live	Josh Gracin	James/Rutherford	50.00%	50.00%	World Wide
304059	I Want To With You	Leann Rimes	Shapiro/Rutherford	50.00%	50.00%	World Wide
196018	I Want You	LL Cool J	Rubin / Smith	87.50%	87.50%	World Wide
519023	I Want You	Thalia feat. Fat Joe	Rooney/Bruno/Cartagena/ Russell	20.00%	20.00%	World Wide
53761	I Want Your Love	Chic	Edwards / Rodgers	50% Sony/ATV Songs LLC	50.00%	Worldwide
83906	I Will	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100%	World Wide
480585	I Will Be Here For You	Michael W. Smith	Smith/Warren	50.00%	50.00%	World Wide
56937	I Will Remember You	Sarah McLachlan	McLachlin/Egan/Morenda	40.00%	40.00%	World excluding Canada
168752	I Wonder If Heaven Got A Ghetto (Hip Hop Version)	Tupac Shakur	Goodman Larry Darnell, Mc Dowell Derrick, Shakur Tupac Amaru, Troutman Larry, Troutman Roger	25.00%	25.00%	World Wide
448389	I.E.A.I.A.I.O.	System of a Down	Malakian, Tankian, Odadjuan, Dolmayan, Phillips, Larson, Pfister	85.50%	85.50%	World Wide
45900	Ice Ice Baby	Vanilla Ice	Johnson/Van Winkle/Brown	6.66%	6.66%	World Wide
106581	If	Bread	Gates David A	100.00%	100.00%	World Wide
447340	If Heaven	Andy Griggs	Peters	100.00%	100.00%	World Wide
196772	If I Needed Someone	Beatles	Harrison	100.00%	100.00%	World Wide
292324	If I Want To	Usher	Troutman/Edmonds/Dupri/Wallace/Cox/Harvey/Usher	25.94%	25.94%	World Wide

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553487	If She Were Any Other Woman	Buddy Jewell	Beavers/Lovelace/Harrington	33.34%	33.34%	World Wide
	If The World Was Mine	Nas		SPLITS PENDING		
128530	If U Be My Baby	Stevie Brock	Bowen/Nystrom/Calderon	33.33%	33.33%	World Wide
102019	If Ya Getting Down	Five	Conlon / Brown / Breen / Stannard / Gallagher / Cleveland	25.00%	25.00%	Worldwide
317504	If You Come To Me	Atomic Kitten	Stannard/Gallagher/Howes/Harrington/Murphy	20.00%	20.00%	World Wide
527462	If You Ever Stop Loving Me	Montgomery Gentry	DePiero/Shapiro/Rutherford	66.66%	66.66%	World Wide
89466	If You Had My Love	J-Lo	Lopez, Jennifer L. , Mark Rooney, Lashawn Daniels, Fred Jerkins III, Rodney Jerkins	15.00%	15.00%	World Wide
198706	If You Tolerate This Your Children Will Be Next	Manic Street Preachers	Bradfield/Jones/Moore	100.00%	100.00%	Worldwide
549320	If You Walk Away	Fefe Dobson	Levine, Dobson	75.00%	75.00%	Worldwide
106825	If You're Gonna Play In Texas	Alabama	Kellum/Mitchell	12.50%	12.50%	World Wide
505037	If You're Not The One	Daniel Bedingfield	Daniel Bedingfield	100.00%	100.00%	World Wide
163568	I'll Be Okay	Amanda Marshall	Wells/Clarke	25.00%	25.00%	World Wide
83977	I'll Follow The Sun	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
47425	I'll Make Love To You	Boyz II Men	Edmonds	100.00%	100.00%	World Wide
46880	I'll Never Forgive My heart	Brooks & Dunn	Dunn/Dunn/Dillon	100.00%	100.00%	World Wide
130134	I'll Think Of A Reason Later	Lee Ann Womack	Martin / Nichols	37.50%	37.50%	Worldwide
54494	I'm A Believer	Monkeys	Diamond	75.00%	75.00%	World Wide
522811	I'm A Rough Ryder	Drag-On	Qualles/Smalls/Williams/Davis	25.00%	25.00%	World Wide
110309	I'm A Thug	Trick Daddy	Vanhoy/Young/Duggins	50.00%	50.00%	Worldwide
	I'm About To Get Her	LL Cool J	Homes/Kelly/Riley/Smith/Williams	pending	pending	
104231	I'm Already There	Lonestar	McDonald/Myers/Baker	33.34%	33.34%	Wolrd Wide
77986	I'm Bad	LL Cool J	Smith/Simon/Ervin	56.25%	56.25%	World wide
167294	I'm Coming Out	Diana Ross	Edwards, Bernard - Rodgers, Nile Gregory	50.00%	50.00%	World wide
505095	I'm Glad	Jennifer Lopez	Rooney/Lopez/ Oliver/Weaver	80.00%	80.00%	World wide
130266	I'm Gonna Be Alright	Jennifer Lopez	Lopez/Rooney/Oliver/Cook/ Lepread	60.00%	60.00%	World wide
298354	I'm Just Talking About Tonight	Toby Keith	Emerick/Keith	50.00%	50.00%	World wide
83984	I'm Looking Through You	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
83985	I'm Only Sleeping	Beatles	Lennon / Mccartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
106757	I'm Outta Love	Anastacia	Anastacia, Sam Watters, Louis Biancaniello	42.50%	42.50%	Worldwide
130263	I'm Real	Jennifer Lopez	J. Lopez, T. Oliver, C. Rooney, L.E.S.	47.50%	47.5	
83988	I'm So Tired	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
78005	I'm That Type of Guy	LL Cool J	Ettinger/Simon/Smith	25.00%	25.00%	World Wide
27848	I'm Your Baby Tonight	Whitney Houston	L.A. Reid, Babyface	62.50%	62.50%	World Wide
103171	In Another World	Joe Diffie	Shapiro / Wilson / Yeary	33.33%	33.33%	Worldwide
91456	In My Life	Beatles	Lennon John/Mc Cartney Paul	100.00%	100.00%	World Wide
91456	In My Life	Juvenile Feat Manny Fesh	Lennon John/Mc Cartney Paul	100.00%	100.00%	World Wide
527412	In My Life	The Rasmus	Ylönen,Lauri/Heinonen,Eero/Rantasal	100.00%	100.00%	World Wide
289714	In My Lifetime	Jay-Z	Romeo/Burks/Browne/Carter	48.00%	48.00%	World Wide
106531	In The Ghetto	Presley, Elvis	M Davis	75.00%	75.00%	World Wide
527402	In the Shadows	Rasmus	Ylonen/Rantasalmi/Heinonen/Hakala	100.00%	100.00%	World Wide
58345	In The Summertime	Mungo Jerry	Ray Dorset	50.00%	50.00%	World Wide
505212	In This Skin	Jessica Simpson	Fusari/Harmon/Simpson	33.34%	33.34%	World Wide
131672	In Your Eyes	Kylie Minogue	Stannard / Minogue / Gallagher / Howes	25.00%	25.00%	Wolrdwide
38104	In Your Room	The Bangles	Steinberg, Kelly, Hoffs	66.67%	66.67%	Wolrdwide
80153	Independence Day	Carrie Underwood	Gretchen Peters	100.00%	100.00%	World Wide
113540	Independent Women Part 1	Destiny's Child	Rooney,Mark/ Barnes,Samuel/ Olivier,Jean Claude / Knowles,Beyonce	100.00%	100.00%	Worldwide
449636	Indian Outlaw	Tim McGraw	Loudermilk / Simmons / Barnes	33.34%	33.34%	World Wide
524128	Industry	Wyclef Jean	Jean/Duplessis/Whitherspoon/Riber/Dean	37.50%	37.50%	World Wide
448363	Innervision	System of a Down	Malakian, Tankian, Odadjian, Dolmayan	100.00%	100.00%	World Wide
135133	Innocent	Our Lady Peace	Coutts/Malda/Taggart	100.00%	100.00%	World Wide
129519	Insatiable	Darren Hayes	Hayes / Afanasieff	50.00%	50.00%	Worldwide
99447	Is Anybody Home	Our Lady Peace	Malda/Lenni	50.00%	50.00%	Worldwide
447697	Is She Really Going Out With Him?	Joe Jackson	Joe Jackson	100.00%	100.00%	World Wide
298013	It's a Sin	Pet Shop Boys	Tennant/Lowe	100.00%	100.00%	World Wide
114251	It's Alright To Be A Redneck	Alan Jackson	MacLaughlin / Kenner	1250.00%	12.50%	Worldwide
501148	It's Getting Better All the Time	Brooks & Dunn	Cook/Bowman	100.00%	100.00%	Worldwide
24952	It's No Crime	Babyface	Edmonds/Reid/Simmons	41.67%	41.67%	World Wide
117318	It's No Secret	Kylie Minogue	Aitken/Stock/Waterman	33.34%	33.34%	World Wide
83991	It's Only Love	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
340959	I've Got You	ANTHONY MARC	Rooney, Dioguardi	75.00%	75.00%	WW
83993	I've Just Seen A Face	Beatles	Lennon / Mccartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
167953	Jacking 4 Beats	Ice Cube	Baker/Barbata/Ice Cube/Jones/Kaylan/Nichol/Pons	9.38%	9.37%	World Wide
450461	Jambalaya	Hank Williams	Hank Williams	60.00%	60.00%	US
96710	James Dean	Daniel Bedingfield	Bedingfield, Daniel	100.00%	100.00%	World Wide
197365	Jazzie's Groove	Soul II Soul	Hooper/Romeo	50.00%	50.00%	World Wide
517063	Jenny From the Block	J-Lo	Oliver, Oliver, Deyo, Lopez, Oliver Barnes	9.20%	9.20%	World Wide
81942	Jenny Jenny	Little Richard	Johnson Enotris/Penniman Richard W	100.00%	100.00%	World Wide
518391	Jeopardy Theme	n/a	Griffin	100.00%	100.00%	World Wide
118727	Jezebel	Chely Wright	Hummon / Demarcus	50.00%	50.00%	Worldwide
126643	Jigga That Nigga	Jay-Z	Carter / Olivier / Barnes	33.34%	33.34%	Worldwide
78011	Jingling Baby	LL Cool J	Smith/Coffey/Simon	40.31%	40.31%	World Wide
195774	Johnny Feel Good	Liz Phair	Phair	100.00%	100.00%	World Wide
228907	Juke Box Music	The Kinks	Ray Davies	100.00%	100.00%	USA and Canada Only
83997	Julia	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
213979	Jump (For My Love)	The Pointer Sisters	Mitchell/Sharron/Skardina	16.66%	33.33%	World Wide

SCHEDULE A

111335	JUMPIN' JUMPIN'	DESTINY'S CHILD	Elliot, Knowles, Moore, Alexander	50.00%	50%	Worldwide
332222	JUSQU'A ME PERDRE	Garou	ADAMS BRYAN, KENNEDY ELIOT JOHN	87.50%	8750%	Worldwide
606532	Just A Moment	Nas	B.H. Edwards/Jones, N./L. David Lewis/Peacock, C./Rodgers, N.	25.00%	25%	Worldwide
447702	Just Because	Joe Jackson	Joe Jackson	100.00%	100%	World Woide
38065	Just Can't Get Enough	Depeche Mode	V. Clarke	100.00%	100.00%	World Wide
80778	Just Once	Nia	Mann/Weil	100.00%	100.00%	World Wide
130109	Just To See You Smile	Tim McGraw	Nesler / Martin	37.50%	37.50%	Worldwide
181778	Kaleidoscope Skies	Jam & Spoon	Eilmer/Lonich/Bacharach/Hal/Loefel	31.50%	31.50%	World Wide
450707	Kaw-Liga	Hank Williams	Williams/Rose	100.00%	100.00%	World Wide
52750	Keep their heads ringin'	Dr. Dre	Brown, Chisholm, Cooks, Yound Robinson, Sneed, Anderson	25.00%	25.00%	World Wide
187960	Keep Ya Head Up	2 Pac	Troutman/Shakur/Anderson	31.25%	31.25%	World Wide
100165	Keepin' Up	Alabama	R. Fowler/T. Gentry/R. Owen/R. Rogers	100.00%	100.00%	World Wide
528873	Keg In The Closet	Kenny Chesney	Chesney/James/Onsly	100.00%	100.00%	World Wide
50851	Kentucky Woman	Neil Diamond	Neil Diamond	100.00%	100.00%	World Wide
330838	Ketchup Song	Las Ketchup	Ruiz/Benito	100.00%	100.00%	World Wide
109219	Key Largo	Bertie Higgins	Higgins E Elbert Joseph/Limbo Sonny	75.00%	75.00%	World Wide
538123	Key Lime Pie	Kenny Chesney	Chesney, Anderson, Cannon	33.34%	33.34%	World Wide
87111	Killing Me Softly With His Song	Roberta Flack; Fugees	Fox Charles/Gimbel Norman	50.00%	50.00%	
3328	KING OF THE ROAD	ROGER MILLER	Roger Miller	100.00%	100%	Worldwide excluding UK, S.Africa, Benelux, Scandinavia, Australasia, Italy, France, Brazil, Argentina, Chile, Uruguay, Germany, Austria, Japan
619217	Kirikirimal	Orange Range	Orange Range	100.00%	100%	World EX Japan
156506	Kissing You	Des'ree	Weeks/Attack	50.00%	50.00%	World Wide
	Knock Three Times	Tony Orlando & Dawn	Brown/Levine	Sony/Lastrada 55%	55%	World Wide
333619	Kusha Las Playas	Las Ketchup	Ruiz/Munoz/Munoz/Munoz	100.00%	100%	World Wide
276686	La Bomba	King Africa	Zambrano,Fabio	100.00%	100.00%	World Wide
244232	La Brisa	Queco	Francisco Manuel Ruiz Gomez	100.00%	100%	World Wide
595201	La Locura	Yahir	Alejandro Jaen, Rafael Vergara, William Paz	33.34%	33%	World Wide
114280	Lady (Hear Me Tonight)	Modjo	Rodgers / Edwards / Destagnol / Tranchart	25.00%	25%	World
100143	Lady Down On Love	Alabama	Owen	100.00%	100%	world Wide
83998	Lady Madonna	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
652250	Laid To Rest	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100.00%	100.00%	WW
51886	Landslide	Dixie Chicks	Stevie Nicks	100.00%	100.00%	World Wide
59489	Last Night	Az Yet	Edmonds/Andes	50.00%	50.00%	World Wide
79136	Laughter In The Rain	Neil Sedaka	Cody Phillip/Sedaka Neil	12.50%	12.50%	WW
212301	Lawdy Miss Clawdy	Elvis Presley	Price	100.00%	100.00%	World Wide
53776	Le Freak	Chic	Rogers, Nile G. , Bernard Edwards	50.00%	50.00%	World Wide
524335	Learn Chinese	Jin feat. Wyclef Jean	Jean/Brown/Duplessis/Auyueng	10.00%	10.00%	World Wide
249388	Let Forever Be		Gallagher, Rowland, Simons	50.00%	50.00%	World Wide
84119	Let It Be	Beatles	Lennon John/Mc Cartney Paul	64.167% Sony, 35.833 EMI	100.00%	World Wide
508005	Let's Be Us Again	Lonestar	McDonald/James/Derry	33.34%	33.34%	World Wide
631767	Let's Do This Right	Lyte	Jennings	100.00%	100.00%	World Wide
40758	Let's Go To Vegas	Faith Hill	Staley, Karen R.	100.00%	100.00%	World Wide
60262	Let's Make A Night To Remember	Bryan Adams	Adams/Lange	40.00%	40.00%	World Wide
114809	Life	Our Lady Peace	Malda/Lanni/Taggart/Coutts	80.00%	80.00%	Worldwide
228979	Life Goes On	The Kinks	Ray Davies	100.00%	100.00%	USA and Canada Only
62449	Life Turned Her That Way	Ricky Van Shelton	Howard	100.00%	100.00%	World Wide
37791	Like A Virgin	Madonna	Kelly, Thomas F. , Steinberg, William E.	100.00%	100.00%	World Wide
	Lipstick	Alejandra Guzman	Child/Domaniewksi/Greene/Guzman/Horovitz/Nguy	25.00%	25.00%	World Wide
449649	Little Bitty	Tom T. Hall/Alan Jackson	Hall	100.00%	100.00%	World Wide
327240	Little by Little	Noel Gallagher	Gallagher	100.00%	100.00%	WW
60032	Little Goodbyes	SheDaisy	Greenberg/Deere/Osborn	33.34%	33.34%	Worldwide
46879	Little Miss Honky Tonk	Brooks & Dunn	Dunn	100.00%	100.00%	World Wide
	Live Now	Nas		SPLITS PENDING		
84120	Long & Winding Road	Beatles	Lennon John/Mc Cartney Paul	64.167% Sony, 35.833 EMI	100.00%	World Wide
614584	Long As You Come Home	Brooks Valentine	Randolph / Spencer / Smith / Milsap / Spencer / Johnson	50.00%	50.00%	World Wide
129698	Long Black Train	Josh Turner	Turner	100.00%	100.00%	World Wide
82975	Long Tall Sally	Little Richard	Penniman/Johnson/Blackwell	100.00%	100.00%	World Wide
599802	Lose My Breath	Destiny's Child	Jerkins/Garrett/Knowles/Rowland,M. Williams/Jerkins III/ Daniels, Carte	24.16	24.16%	World Wide
109034	Losing Lisa	Ben Folds	Ben Folds, Frally Hynes	95.00%	95%	World Wide
625472	Lost In Hollywood	System of a Down	Tankian / Malakian	100.00%	100%	World Wide
131673	Love At First Sight	Kylie Minogue	Minogue/ Stanard/ Gallagher/ Howes/ Harrington	20.00%	20.00%	Worldwide
537911	Love Doesn't Live Here No More	Ricky Fante	Deutsch/Fante/Hania/Kata	25.00%	25.00%	Worldwide
91608	Love Like This	Faith Evans	Rodgers/Edwards/Combs/Evans/ Emery/Lawrence/Crawford	25.00%	25.00%	World Wide
20538	Love of a Lifetime	Firehouse	Snare/Leverty	100.00%	100.00%	World Wide
14201	Love Overboard	Gladys Knight	Calloway	25.00%	25.00%	World Wide
131646	Love You Out Loud	Rascal Flatts	James/Wilson	100.00%	100.00%	World Wide
84003	Lovely Rita	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
133892	Lover I Don't Have To Love	Bright Eyes	Oberst	100.00%	100.00%	World Wide
601917	Lover's Ghetto	Angie Stone	Temperton, Moore, Randolph, Smith, Spencer	50.00%	50.00%	World Wide
35525	Lovin' All Night	Patty Loveless	Crowell	100.00%	100.00%	World Wide
527801	Loving Days	Kylie Minogue	Stannard/Minogue	25.00%	25.00%	World Wide
601760	Lua	Bright Eyes	Oberst	100.00%	100.00%	World Wide
150791	Luchini	Camp Lo	Randolph / Spencer / Smith / Wallace / Wilds / Willis	50.00%	50.00%	World Wide
82069	Lucille	Kenny Rogers	Dowling Roger Dale/Bynum Hal	100.00%	100.00%	World Wide

SCHEDULE A

Song #	Title	Artist	Writer	Publisher %	Territory
84004	Lucy In The Sky With Diamonds	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
508499	Luv U Better	LL Cool J	Smith/Williams/Hugo	33.34%	33.34% World Wide
819457	Lyla	Oasis	Gallagher, Noel	100.00%	100.00% World Wide
48891	Lyrical Gangbang	Dr. Dre	Allen/Broadus/Brown/Collins/Hathaway/Young	5.00%	5.00% World Wide
237986	Ma Baker	Boney M	Jay/Reyam/Farian	100.00%	100.00% World Wide
831762	Made Up My Mind	Lyfe	Jennings	100.00%	100.00% World Wide
60678	Madman	Silverchair	Johns	100.00%	100.00% World wide
84005	Magical Mystery Tour	Beatles	Lennon, John W. McCartney, Paul	66.67% Sony, 33.33% EMI	100.00% World Wide
106570	Make It With You	Bread	Gates David A	100.00%	100.00% World Wide
3842	Make The World Go Away	Elvis Presley	Cochran	100.00%	100.00% World Wide
517522	Making Love For Fun	Enrique Iglesias	Fishbein/Iglesias/Dioguardi/Morales/Siegel	5.00%	5.00% World Wide
497555	Making Memories Of Us	Keith Urban	R. Crowell	100.00%	100.00% World Wide
265759	Mama Said Knock You Out	LL Cool J	Smith/Williams/Morrison/Stewart/Jacobs/Clinton/Collins/McCants/McCants	7.42%	7.42% World Wide
902066	Mamas Dont Let Your Babies Grow Up To Be Cowboys	Willie Nelson/Waylon Jennings	Bruce/Bruce	100.00%	100.00% World Wide
101240	Maria Maria	Santana	Jean/Duplessis/Santana/Perazzo/Rekow	65.00%	65.00% World Wide
228018	Marmalade	System of a Down	Malakian, Tankian, Odadjuan, Dolmayan	100.00%	100.00% World Wide
101168	Marrakesh Express	Crosby, Stills & Nash	G. Nash	100.00%	100.00% World Wide
84006	Martha My Dear	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
553385	Mass Destruction	Faithless	Fraser / Bentovim / Armstrong / Nut	26.67%	26.67% World Wide
84121	Maxwell's Silver Hammer	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00% World Wide
196437	Maybe I'm Amazed		McCartney	64.167% Sony, 35.833 EMI	100.00% World Wide
505811	Maybe This Christmas		Sexsmith	100.00%	100.00% World Wide
598817	Me Dedique a Perderte	Alejandro Fernandez	Garcia	100% Sony Music ent Mx, S.A. De C.V.	100.00% WW
35323	Me Estoy Enamorando	La Mafia	Larrinaga	100.00%	100.00% World Wide
84122	Mean Mr. Mustard	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00% World Wide
83303	Meet Me In Montana	Jo Dee Messina	Goodrum / Maher	100.00%	100.00% world wide
24351	Meeting In The Ladies Room	Klymaxx	Calloway/Calloway/Watson	51.95%	51.95% World Wide
	Mesmerized	Faith Evans	*update in Moviso when splits are decided*	Pending	pending
96249	Mess	Ben Folds Five	Ben Folds	100.00%	100% World Wide
	Message to the Boys	Nas		SPLITS PENDING	
75893	Miami	Will Smith	Shelby/Shockley/Sylvers/Smith	50.00%	50% World wide
84007	Michelle	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00% World Wide
14213	Midas Touch	Midnight Star	Watson	94.45%	94.45% World Wide
22105	Miracle	Whitney Houston	Edmons / Reid	62.50%	62.50% World Wide
75119	Mo Money, Mo Problems	Notorious B.I.G.	Edwards/Rogers/Combs/ Wallace/Jordan/Phillips	30.00%	30.00% WW
340320	Moment Like This	Kelly Clarkson	Reid/Elofsson	50.00%	50.00% World Wide
554458	Money Ain't A Thang	Jermaine Dupri	Arrington/Parker/Carter/Carter/Hankerson/Dupri	50.00%	50.00% World Wide
167977	More Bounce	Heavy D.	Troutman, Myers	31.25%	31.25% World Wide
151955	More Bounce to the Ounce	Zapp	Troutman/Saja	62.50%	62.50% World Wide
113353	More Than That	Backstreet Boys	Anders/Wennerberg/Jemberg	6667.00%	66.66% World Wide
112110	Morning Glory	Oasis	Noel Gallagher	100.00%	100.00% Worldwide
111756	Most Girls	Pink	Babyface / Thomas	50.00%	50.00% Worldwide
84009	Mother Nature's Son	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
100145	Mountain Music	Alabama	Owen	100.00%	100.00% World ex. Belgium / Holland / and Luxembourg
450540	Move It On Over	George Thorogood & The Destroyers	Williams	100.00%	100.00% World Wide
	Move Somethin'	LL Cool J	James Smith/Johnson	pending	pending
113833	Movin Melodies	ATB	Tanneberger	100.00%	100.00% World Wide
244779	Movin On Without You	Utada Hikaru	Hikaru	100.00%	100.00% World Wide
627752	Moving Pictures	Fall Out Boy	Peter Wentz, Patrick Stumph, Joseph Trohman	100.00%	100.00% World Wide
229003	Mr. Big (Man)	The Kinks	Ray Davies	100.00%	100.00% USA and Canada Only
451682	Mr. Mom	Lonestar	Harbin/Ron/McDonald/Plimmer/Don	33.34%	33.34% World Wide
111896	Murder Was The Case	Snoop Dogg	Young/Trawick/Griffin/Boradus/Arnaud	37.50%	37.50% World Wide
831899	Must Be Nice	Lyfe Jennings	Jennings	100.00%	100.00% World Wide
208896	My All	Mariah Carey	Carey/Afanasieff	50.00%	50.00% World Wide
103251	My Baby You	Marc Anthony	Afanasieff, Walter N., Muniz, Mark A.	100.00%	100.00% World Wide
540975	My Buddy	G-Uni	Brown/Jackson/Lloude/Morricone/Auser	16.67%	16.67% Worldwide
304061	My Give A Damn Is Busted	Jo Dee Messina	Diffie/Shapiro/Martin	58.34%	58.34% World Wide
108898	My Heart Is Lost In You	Brooks & Dunn	Beavers/Herrington	50.00%	50.00% World Wide
831765	My Life	Lyfe	Jennings	100.00%	100.00% World Wide
157243	My Life	Mary J. Blige	Ayers/Blige/Combs/Delvalle/Thompson	8.25%	8.25% World Wide
95602	My Love Is Your Love	Whitney Houston	Jean Nel Wyclef/Duplessis	75.00%	75.00% World Wide
22100	My My My	ARMAND VAN HELDEN	Edmunds, Simmons	65.62%	65.62% WW
28325	My Next Broken Heart	Brooks & Dunn	Cook/Dunn/Brooks	100.00%	100.00% World Wide
125569	My Oedipus Complex	Kid Rock	Peters/ Ritchie	5.00%	5.00% World Wide
537908	My Song	Ricky Fante	Deutsch/Fante/Harris/Kats	60.00%	60.00% Worldwide
593993	Nada Personal	Marc Anthony	Estefano/Anthony/Reyes	100.00%	100.00% World Wide
540460	Nas Angels...The Flyest	Nas	Jones/Williams/Hugo	16.66%	16.66% World Wide
118500	Nasty Girl	Destiny's Child	Knowles/ Dent / Brassi / Hackett	30.00%	30.00% Worldwide
315514	Needles	System of a Down	Malakian, Tankian, Odadjuan, Dolmayan	100.00%	100.00% Worldwide
28523	Neon Moon	Brooks & Dunn	Dunn	100.00%	100.00% World Wide
116606	Never Gonna Give You Up	Rick Astley	Stock/Aitken/Waterman	33.34%	33.34% World wide
76464	Never Gonna Let You Go	Faith Evans	Edmonds/Thomas	40.00%	40.00% Worldwide
84222	New York City	John Lennon	Lennon	100.00%	100.00% Worldwide
102500	New York Groove	Ace Frehley	Ballard	100.00%	100.00% Worldwide
109693	Niggas Ain't S**t	Trina/Dr. Dre	Young/Curry/Wolfe/Taylor/ Beasley/Broadus	18.75%	18.75% World Wide

SCHEDULE A

Song Title		Artist	Writers	Percentage Obligated	Percentage Obligated (Territory)
422701	Niggaz Done Started Something	DMX	Blackman/Betha/Styles/Simmons/Jacobs/Phillips	50.00%	50.00% World Wide
291152	No Matter What They Say	Lil Kim	Rogers, Thompson, Barrier, Byrd, Jones, Feliciano, Edwards, Henson, Archer, Beavers, Taylor, Hill, Joyner, Griffin	10.00%	10.00% World Wide
597292	No Me Quiero Enamorar	Kalimba	Domm, Oceransky, Bemal	50.00%	50.00% World Wide
512289	No Me Toquen	Daniel Rene	Piloto/Danny Lopez	35.00%	35.00% Worldwide
38633	No More Mr. Nice Guy	Alice Cooper	Cooper/Bruce	100.00%	100.00% World Wide
76525	No One Else In The Room	Nas		SPLITS PENDING	
77827	No One Else On Earth	Wynonna	Colucci / Harris / Lorber	41.67%	41.67% World Wide
84013	No Place That Far	Sara Evans	Evans/Martin/Shapiro	91.66%	91.66% Worldwide
77879	No Reply	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00% World Wide
495972	No Shelter	Rage Against The Machine	Roche / Commerford / Morello / Wilk	100.00%	100.00% Worldwide
127596	No Shoes, No Shirt, No Problems	Kenny Chesney	Beatherd	100.00%	100.00% World Wide
298370	No Such Thing	John Mayer	Mayer/Cook	85.00%	85.00% World Wide
84014	Nobody Ever Died of A Broken Heart	Cowboy Crush	Terry Radigan/Kenny Greenberg/Walter Wilson	33.34%	33.34% World Wide
55740	Norwegian Wood (This Bird Has Flown)	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
130024	Not Gon' Cry	Mary J. Blige	Edmonds	87.50%	87.50% Worldwide
519624	Not On Your Love	Jeff Carson	Martin /Wilson / Martin	20.84%	20.84% Worldwide
597449	Not Me	Kenni Thomas	Thomas, Montana, Maher	33.34%	33.34% World Wide
243892	Not That Kind of Girl	JoJo	Fusari / Belewa / Falonte	25.00%	25.00% Worldwide
693841	Nothing Even Matters	Lauryn Hill	Hill	100.00%	100.00% World Wide
84016	Now You've Got Something To Die For	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.	100% Sony/ATV Songs LLC	100.00% WW
238168	Nowhere Man	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00% World Wide
607438	Nowhere To Run (Vapor Trail)	Ozzy Osbourne	Blades, Rubin, Ol' dirty bastard, Jordan, Kirkland, Osborne, DMX	18.50%	18.50% World Wide
551493	Numb/Encore	Jay-Z / Linkin Park	Carter/West	18.75%	18.75% World Wide
907596	O.G. Bitch	Esthero	Gerald Eaton, Brian West, Esthero	50.00%	50.00% World Wide
318997	Ob La Di Ob La Da	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00% World Wide
119758	Objection	Shakira	Mebarak	100.00%	100.00% World Wide
84123	Ocean Spray	Manic Street Preachers	Moore/Jones/Bradfield	100.00%	100.00% World Wide
38112	Oh Darling	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00% World Wide
448598	Oh L'Amour	Erasure	Bell/Clarke	100.00%	100.00% World Wide
537906	Oh Pretty Woman	Roy Orbison	Dees/Orbison	62.50%	62.50% USA
213058	Oh Yeah	Ricky Fante	Deutsch/Fante/Harris/Kats	35.00%	35.00% Worldwide
61908	Ojos Asi	Shakira	Mebarak/Flores/Garza	66.67%	66.67% World Wide
603438	Okie From Muskogee	Merle Haggard	Powers, Haggard	100.00%	100.00% World Wide
593829	Old Soul Song	Bright Eyes	Oberst	100.00%	100.00% World Wide
97049	Omerta	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.	100.00%	100.00% WW
129117	On The Inside (Theme from "Prisoner")	Lynne Hamilton	CASWELL DAVID ALLAN	100.00%	100.00% World Wide
593839	One Day In Your Life	Anastacia	Biancaniello/Newkirk/Watters	33.33%	33.33% World Wide
99449	One Gun	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.	100.00%	100.00% WW
133864	One Man Army	Our Lady Peace	Malda/Lanni	50.00%	50.00% Worldwide
64056	One Mic	Nas	Jones / Thompson	25.00%	25 WW
112088	One More Chance	Notorious B.I.G.	Carl 'Chucky' Thompson / Christopher Wallace /Sean Combs / Norman Glover / Reginald D. Ellis	16.67%	16.67% WW
106975	One Night Stand	Misteeq	Mikkel/ SE/ Rustan/ Hermansen/ Dixon/ Washington/ Nash	16.66%	16.66% World Wide
138143	One Nite Stand	Sarah Connor	Duplessis/Wyclef/Connor/Fortuna	37.50%	37.50% World Wide
450370	One Sweet Day	Mariah Carey	M. Carey, N. Morris, W. Morris, S.Stockman, M. McCary, W. Afanasieff	35.00%	35.00% World Wide
38068	One Voice	Billy Gilman	Cook, Malloy	50.00%	50.00% World Wide
599470	Only The Lonely	Roy Orbison	Melson/Orbison	50.00%	50.00% World Wide
101174	Only You	Yaz	V. Clarke	100.00%	100.00% World Wide
331471	Ordinary	Train	Hendrickson, Monahan	12.50%	12.50% World Wide
330810	Other Chicks	Clara	Harris, Spencer, Miles	50.00%	50.00% World Wide
611213	Outro	Amerie	Mark Rooney, Rich Harrison, Amerie Rogers	40.00%	40.00% World Wide
84019	Outta The Way	The Vines	Nichols	100.00%	100.00% World X Australia/New Zealand
504367	Paid the Price	Do or Die	Troutman, Troutman, Round, Round, West, Smith	18.75%	37.50% World
127804	Paperback Writer	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
524145	Paradise	LL Cool J	Barnes/Olivier/Smith/Jackson/ Rogers/Burke/Felder/Wright	50.00%	50.00% World Wide
329212	Part II	Method Man & Redman	Edmonds / Wilson / Sermon / Braxton / Noble / Smith	30% Sony/ATV Songs LLC / ECAF Music	30.00% Worldwide
522305	Party To Damascus	Wyclef feat. Missy Elliot	Jean/Duplessis/Elliot	60.00%	60.00% World Wide
234780	Pass The Courvosier	Busta Rhymes	Rodgers/Edwards/Muhammed/Tyler/Linzer/Taylor/ Fareed/Smith/Hugo/Woolard/Denny/Lamb/Randal	7.50%	7.50% World Wide
338351	Pass The Courvosier Part 2	Busta Rhymes	Rodgers/Edwards/Muhammed/Tyler/Linzer/Taylor/ Fareed/Smith/Hugo/Woolard/Denny/Lamb/Randal	7.50%	1.50% World Wide
127507	Paul Revere	Beastie Boys	Rubin / Horowitz / McDaniels / Simmons	10.00%	10.00% Worldwide
	Peace of Mind	Josh Gracin	James/Verges	50.00%	50.00% World Wide
	Peaceful World	John Mellencamp	Mellencamp	100.00%	100.00% Worldwide

SCHEDULE A

Song						
49168	Pedro Navaja	Ruben Blades	Blades	100.00%	100.00%	World Wide
91454	Penny Lane	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
	Perfect	Snoop Dogg	Broadus/Williams/Hugo/Adu/St.John	25.00%	25.00%	World Wide
138090	Perfect	Sara Evans	Evans/Martin/Shapiro	100.00%	100.00%	World Wide
112887	Perfect Gentleman	Wyclef Jean	Jean / Duplessis / Harris	45.00%	45.00%	Worldwide
501889	Persuaders	N/A	Berry	100.00%	100.00%	World Wide
605891	Peter Pan Overture		Kaczmarek	100.00%	100.00%	World Wide
38295	Philosophy	Ben Folds Five	Folds	100.00%	100.00%	Worldwide
307794	Piano	Glassjaw	Palumbo/Beck	100.00%	100.00%	Worldwide
447592	Pickin' Wildflowers	Keith Anderson	Williams, Rich, Anderson	33.34%	33.34%	World Wide
106713	Picture Perfect	Angela Via	Trullinger/Cosgrove/Clark	3333.00%	33.33%	Worldwide
183545	Piece Of My Heart	Janis Joplin	Berns/ Ragavoy	16.67%	16.67%	World Wide
145506	Pienso En Ti	Shakira	Merbarak/ Ochoa	100.00%	100.00%	World Wide
95529	Piggy In The Middle	Beatles	Lennon / Mccartney	82.08% Sony, 17.92% EMI	100.00%	World Wide
118573	Play	J-LO	Cory Rooney A Begge, A. Birgisson, C. Milian	5.00%	5.00%	Worldwide
610407	Play Something Country	Brooks & Dunn	Dunn/McBride	50.00%	50.00%	World Wide
108852	Please Remember Me	Tim McGraw	Crowell, Jennings	50.00%	50.00%	World Wide
37695	POISON	ALICE COOPER	Cooper, Child, McCurry	42.50%	42.50%	Worldwide
80878	Polyester Bride	Liz Phair	Phair	100.00%	100.00%	World Wide
6462	Pop A Top	Alan Jackson	Stuckey	100.00%	100.00%	Worldwide
125090	Pop Lockin'	Silkk The Shocker	Troutman/Troutman/Hooks/ Hudson/Broadus/Spillman/ Miller/Brooks	Sony/Lastrada 37.5	37.50%	World Wide
45930	Possession	Sarah McLachlan	McLachlan	100.00%	100.00%	World X Canada
617120	Poster Girl	Backstreet Boys	Mann/Bahnicke/Tromberg	50.00%	50.00%	World Wide
138853	Power of a Dream	Celine Dion	Edmons/Foster/Thompson	33.34%	33.34%	World Wide
526494	Powerless (Say What You Want)	Nelly Furtado	Eaton/West/Furtado/ Horn/Dudley/ McLaren	26.68%	26.68%	WW
	Prelude/Hell of a Town	Joe Jackson	Joe Jackson	100.00%	100.00%	World Wide
627748	Pretty In Punk	Fall Out Boy	Peter Wentz, Patrick Stumph, Joseph Trohman	100.00%	100.00%	World Wide
4661	Pretty Paper	Roy Orbison	Nelson	100.00%	100.00%	Worldwide EX - Australia, New Zealand, Benelux, Brazil, UK, Germany Austria, Switzerland, Italy, Scandinavia, Denmark, Iceland, and France
54541	Pump Pump	Snoop Dogg	Mallik/Broadus/Young	50.00%	50.00%	Worldwide
534809	Pure and Simple	Hear Say	Clarkson / Hawes / Kirtley	33.34%	33.34%	Worldwide
60662	Pure Massacre	Silverchair	Johns/Gillies	100.00%	100.00%	World Wide
122025	Push It	Salt n Pepa	Ray Davis/Herby Azor	2.00%	2.00%	Can/Mex/USA
327876	Put It In Your Mouth	Akinyele	Hargis/Adams/Jeffries	100.00%	100.00%	World Wide
450185	Put Your Hands Where My Eyes Can See	Busta Rhymes	Seals/Smith	50.00%	50.00%	World Wide
599865	Quarterbackin	E40	Adams/Stevens/Thornton/Thornton	50.00%	50.00%	World Wide
625479	QUESTION	System of a Down	Malakian/Tankian	100.00%	100.00%	World Wide
527450	Que Llora	Sin Bandera	Garcia	100.00%	100.00%	World Wide
38282	Radar Love	Golden Earring	Kooymans/Hay	100.00%	100.00%	World Wide
237483	Radio Activity	Kraftwerk	Schutt/Heutter/Schneider	100.00%	100.00%	World Wide
523033	Raindrops Will Fall	TAMYRA GRAY	BIANCANIELLO, WATTERS, GRAY	33.34%	33.34%	WW
75013	Rapper's Delight	Sugarhill Gang	Rodgers / Edwards	50.00%	50.00%	Worldwide
237989	Rasputin	Boney M	Jay/Reyam/Farian	100.00%	100.00%	Worldwide
237889	Rat-Tat-Tat-Tat	Dr. Dre	Curry/Young	100.00%	100.00%	Worldwide
337255	A Real Fine Place to Start	Sara Evans	Ducas/Foster	50.00%	50.00%	World
447757	Real Men	Joe Jackson	Joe Jackson	100.00%	100.00%	World Wide
902171	Reaper (Don't Fear The)	Blue Oyster Cult	Roeser, Donald	Sony/ATV Tunes, LLC (ASCAP) 100%	100.00%	World excluding GAS and East Europe
506479	Red Dirt Road	Brooks & Dunn	Brooks/Dunn	100.00%	100.00%	World Wide
48419	Red Light Special	TLC	Edmonds	100.00%	100.00%	World wide
40369	Red Red Wine	Neil Diamond/UB40	Diamond	100.00%	100.00%	WW
133739	Red White And Blue	Lynard Skynard	Van Zant/Van Zant/Warren/Warren	50.00%	50.00%	World Wide
543238	Redneck Woman	Gretchen Wilson	Wilson/Rich	50.00%	50.00%	World Wide
593837	Remorse If For The Dead	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100.00%	100.00%	WW
525733	Re-offender	Travis	Healy	100.00%	100.00%	Worldwide
341951	Requiem For A Dream Theme	Clint Mansell	Mansell	12.50%	12.50%	World Wide
272712	Respectable	Mel and Kim	Stock/Aitken/Waterman	33.34%	33.34%	World Wide
84022	Revolution	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
51696	Rhiannon	Fleetwood Mac	Stevie Nicks	100.00%	100.00%	World Wide
612919	Rich Girl	Gwen Stefani	Kreviazuk/Stefani/Dioguardi/Allazano	91.00%	5.00%	World Wide
512555	Ride	The Vines	Nicholls	100.00%	100.00%	World Wide
603444	Rode To Joy	Bright Eyes	Oberst	100.00%	100.00%	World Wide
85087	Rock Around The Clock	Bill Haley	Max C. Freedman/J. Myers	75.00%	75.00%	US, Canada, & Mexico
517481	Rock Me	Liz Phair	Alapach/Edwards/Christy/Phair	25.00%	25.00%	World Wide
77981	Rock The Bells	LL Cool J	Smith/Rubin	87.50%	87.50%	World Wide

SCHEDULE A

Song No.	Title	Artist	Writer	US Collected	US Territory	(WW World Wide)
	Rock The Party	Five	Gibb / Brown / Breen / Conlon / Gallagher / Stannard	8.00%	8.00%	World Wide
84025	Rocky Raccoon	Beatles	Lennon, John W. , McCartney, Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
603447	Roll With You	Ciara	Spencer, Miles, Harris	25.00%	50.00%	World
274815	Rose Garden	Lynn Anderson	Joe South	100.00%	100.00%	World Wide
448368	Rouletta	System of a Down	Malakian, Tankian, Odadjian, Dolmayan	100.00%	100.00%	World Wide
595356	Rub My Back	LL Cool J	James Smith, Tim Mosley	50.00%	50.00%	World Wide
602188	Rumours	Lindsay Lohan	Rooney, Jackson, Lohan	50.00%	50.00%	World Wide
125150	Run For Cover	Sugababes	Lipsey / Donaghy / Rivera / Buchanan	25.00%	25.00%	Worldwide
505746	Run, Run, Run	Ryan Tyler	Powell/Davis/Kayle	33.34%	33.34%	World Wide
211945	Salome	Chayanne	Salgado	100.00%	100.00%	World Wide
132199	Same Old Brand New You	A1	Adams/Ingerbigdsen/Read/Foster	50.00%	50.00%	World Wide
269999	Satisfy You	Puff Daddy / R. Kelly	Walker/Combs/McElroy/Foster/Price/Kelly/Greene	10.00%	10.00%	World Wide
111341	Say My Name	Destiny's Child	Beyonce Knowles, Kelendria T Rowland, Latavia Roberson, Rodney Jerkins,Daniels, Lashawn A., Fred Jerkins III	20.00%	20.00%	World Wide
82915	Say You'll Be there	Spice Girls	Beckham/Brown/Buck/Bunton/Chisholm/Halliwell/Kennedy	66.67%	66.67%	World Wide
505742	Scandalous	Misteeq	Eriksen/Rustan/Hermansen	16.67%	16.67%	World Wide
315516	Science	System of a Down	Malakian, Tankian, Odadjian, Dolmayan	100.00%	100.00%	World Wide
504704	Se Esfuma Tu Amor	Marc Anthony	Salgado/Pagan	100.00%	100.00%	World Wide
145504	Se Quiere Se Mata	Shakira	Mebarak/Ochoa	100.00%	100.00%	World Wide
84028	Sergent Pepper's Lonely Hearts Club Band	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
480636	Secret Ambition	Michael W. Smith	Smith/Kirkpatrick/Gill	50.00%	50.00%	World Wide
51531	Secret Of Life	Faith Hill	Peters	100.00%	100.00%	World Wide
300897	Secretly	Jennifer Lopez	Shakir, Rooney, Oliver, Lopez	90.00%	90.00%	World Wide
530924	Sentada Aqui en mi Alma	Chayanne	Estefano/Reyes	100.00%	100.00%	Universe
54543	Serial Killa	Snoop Dogg	Arnaud/Brown/Middendorf/Broadus/Thomas/Willar	20.00%	20.00%	World Wide
88137	Sesame Street Theme	N/A	Raposo/Hart/Stone	Sony/ATV 50%	50.00%	World excluding Asian territories
148323	Setting Sun	Chemical Brothers	Gallagher/Rowlands/Simons	50.00%	50.00%	World Wide
37818	Sex As A Weapon	Pat Benetar	Steinberg/Kelly	100.00%	100.00%	World Wide
118503	Sexy Daddy	Destiny's Child	Beyonce Knowles Damon Elliott	60.00%	60.00%	World Wide
84029	Sexy Sadie	Beatles	Lennon / McCartney	100.00%	100.00%	World Wide
	Shake It Baby	LL Cool J	Johnson/Smith/Taylor	pending	pending	
334366	Shake Ya Body	Jay Z & R Kelly	Barnes/Olivier/Kelly/Dewese/Jones/Robinson	20.00%	20.00%	World Wide
554336	Shake Ya Tail Feather	Murphy Lee, Nelly and P.Diddy	Smith, Bridges, Lee, Haynes	9.170%	9.170%	World Wide
548072	Shame On Me	Ryan Cabrera	Diamond/Cabrera/Savan	33.340%	33.340%	World Wide
113235	She Bangs	Ricky Martin	Afanasieff/Child/Rosa	45.88%	45.88%	World Wide
17833	She Bop	Cindy Lauper	Lauper/Chertoff/Corbett/Lunt	28.34%	28.34%	World Wide
84127	She Came In through The Bathroom Window	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
631738	She Got Kids	Lyfe	Jennings	100.00%	100.00%	World Wide
544256	She Lives In My Lap	Outkast	Troutman/Hawkins/Vidal/Vidal/Benjamin	5.00%	5.00%	World wide
84031	She Said, She Said	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
28524	She Used To Be Mine	Brooks & Dunn	Dunn	100.00%	100.00%	World Wide
106848	Sheila	Tommy Roe	Roe Tommy	100.00%	100.00%	World Wide
133985	She'll Go On You	Josh Turner	Namore	100.00%	100.00%	World Wide
304065	She'll Leave You With A Smile	George Strait	Knowles/Blackmon	50.00%	50.00%	World Wide
84032	She's A Woman	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
98453	She's Crafty	Beastie Boys	Horovitz/Rubin/Yauch	12.50%	12.50%	World Wide
84033	She's Leaving Home	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
46877	She's Not The Cheatin Kind	Brooks & Dunn	Dunn	100.00%	100.00%	World Wide
234660	She's On It	Beastie Boys	Horovitz/Rubin	50.00%	50.00%	World Wide
619023	Shine It All Around	Robert Plant And Strange Sensation	Plant/Adams/Tyson/Deamer/Baggott	100.00%	100.00%	World Wide
614391	Shiver	Natalie	Solomon / Imbruglia / White	47.00%	47.00%	World Wide
242133	Show Me Love	Robin S / DJ Tonka	Mcfarlane/George	100.00%	100.00%	Worldwide
	Show Me The Way To Your Love	Hear Say	Erikseen / Hermansen / Hallgeir	33.34%	33.34%	Worldwide
102235	Showroom Dummies	Kraftwerk	Huetter	100.00%	100.00%	US
27599	Sick Boys	Michael Ness	Michael Ness	100.00%	100.00%	World Wide
118102	Side	Travis	Healy	100.00%	100.00%	Worldwide
434268	Siempre Hay Milagros	Myra	Kennedy/Sheyne	50.00%	50.00%	World Wide
452935	Signs	Tesla	Emmerson	50.00%	50.00%	World Wide
76705	Silence	Delerium	Leeb/Fuller/McLachlan	50.00%	50.00%	World ex Canada
197906	Silent Murder	Nas	Browne / Jones / Roero	30.00%	30.00%	Worldwide
519472	Simple Things	Amy Grant	Grant/Thomas/O'Brian/Owsley	40.00%	40.00%	World Wide
118098	Sing	Travis	Healy	100.00%	100.00%	Worldwide
54802	Sittin' Up In My Room	Brandy	Edmonds	87.50%	87.50%	Worldwide
113243	Situation	Yaz	V Clarke/A Moyet	100.00%	100.00%	World Wide
549173	Slipped Away	Avril Lavigne	Kraviazuk/Lavigne	50% Sony/ATV Songs LLC	50.00%	World Wide
234802	Slow Ride	Beastie Boys	Rubin/Allen/Brown/Dickerson/Miller/Scott/Goldstein/Horowitz/Diamond/Yauch/Jordan/Levittin	5.00%	5.00%	World Wide
447668	Slow Song	Joe Jackson	Joe Jackson	100.00%	100.00%	World Wide
631882	Smile	Lyfe	Jennings, Lambert, Potter	33.34%	33.34%	World Wide
38707	Smooth Operator	Sade	Adu/St. John	50.00%	50.00%	World Wide
240842	So Damn Beautiful	Paranoid	Horrocks, Milleare, Rowe	66.66%	66.66%	World Wide
37820	So Emotional	Whitney Houston	Steinberg/Kelly	100.00%	100.00%	World Wide
516380	So Gone	Monica	Elliot/Cunningham/Rye/ Ahmonuel	50.00%	50.00%	Worldwide
111337	So Good	Destiny's Child	Knowles,Beyonce / Rowland,Kelendria T. / Roberson,Latavia / Luckett,Letoya / Briggs,Kevin / Burruss,Kandi L.	15.00%	15.00%	Worldwide
113167	So In Love With Two	Mikaila	Engriquez / Erickson /Hermansen /Rustan	30.00%	30.00%	Worldwide
177305	So What	Miles David	Davis	100.00%	100.00%	Worldwide

SCHEDULE A

Song	Title	Artist	Writer	US Collected	US Distribution	Territory
619517	Soldier	Destiny's Child	Knowles/Rowland/Harrison/Williams/Carter/Garrett / Harris	14.00%	14.00%	Worldwide
79140	Solitaire	Clay Aiken	Cody/Sedaka	60.63%	60.63%	World Wide
50666	Solitary Man	HIM	Diamond	100.00%	100.00%	World Wide
67537	Solo En Ti	Enrique Iglesias	Clarke/Iglesias	93.75%	93.75%	Worldwide
09865	Some Days You Gotta Dance	Dixie Chicks	Johnson/Morgan	18.75%	18.75%	World Wide
480845	Somebody Love Me	Michael W. Smith	Smith/Kirkpatrick	50.00%	50.00%	World Wide
334362	Somebody's Girl	Jay-Z R Kelly	Barnes/Olivier/Kelly/Carter	50.00%	50.00%	Worldwide
114845	Someone To Love You	Ruff Endz	Rooney	100.00%	100.00%	Worldwide
526434	Something's Broken	Tim McGraw	beathard, home	50.00%	50.00%	Worldwide
29552	Sometimes	Erasure	Clarke/Bell	100.00%	100.00%	Worldwide
13553	Sometimes When We Touch	Dan Hill	Hill Dan/Mann Barry	100.00%	100.00%	World excluding Canada
619547	Somewhere Else	Razorlight	Johnny Borrell	100.00%	100.00%	World Wide
135131	Somewhere Out There	Our Lady Peace	Coutts/Makda/Taggart	100.00%	100.00%	World Wide
5250	Son Of A Preacher Man	Tanya Tucker; Dusty Springfield	Hurley/Wilkins	100.00%	100.00%	World Wide
48487	Song For the Dumped	Ben Folds Five	Ben Folds, Darren Jessee	100.00%	100%	World Wide
90178	Sorry Suzanne	Hollies	Anthony Gordon/Stephens Geoffrey	50.00%	50.00%	World Wide
50519	Squeeze Me In	Garth Brooks / Trisha Yearwood	Nicholson / McClinton	50.00%	50.00%	Worldwide
29592	Star	Erasure	Bell/Clarke	100.00%	100.00%	World Wide
61501	Starseed	Our Lady Peace	Makda/Lanni/Eagrett/Lanni	75.00%	75.00%	Worldwide
526296	Stay	Leann Rimes	Peirce/White	50.00%	50.00%	Worldwide
601556	Stay For A While	Angie Stone	Wynn/Stone/Hamilton	10.00%	10.00%	Worldwide
537150	Stay With Me	Josh Gracin	James/Mcbride/Hughes	33.34%	33.34%	World Wide
447679	Steppin'Out	Joe Jackson	Jackson Joe/	100.00%	100.00%	World Wide
631750	Stick Up Kid	Lyfe	Jennings	100.00%	100.00%	World Wide
609554	Still Around	J-LO	Rooney/Patton	50.00%	50.00%	World Wide
129194	Stomp	Steps	Rodgers / Edwards / Topham / Twigg / Campbell	25.00%	25.00%	Worldwide
29580	Stop	Erasure	Bell/Clarke	100.00%	100.00%	World Wide
109850	Stop Being Greedy	DMX	Blackmon/Fields/Masser/Simmons	13.00%	13.00%	World wide
48892	Stranded on Death Row	Dr. Dre	Allen/Brown/Hayes/Middendorf/Nichols/Broadus/W.	11.00%	11.00%	World wide
447648	Stranger Than Fiction (Fiction)	Joe Jackson	Joe Jackson	100.00%	100.00%	World Wide
447681	Stranger Than You	Joe Jackson	Joe Jackson	100.00%	100.00%	World Wide
84037	Strawberry Fields Forever	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
338488	Streamline	System of a Down	Malakian, Tankian, Odadjuan, Dolmayan	100.00%	100.00%	World Wide
505478	Street Life	Bennie Man	Davis/Hermansen/Erikson/Kelly	33.34%	33.34%	World Wide
102024	Strong Enough	Sheryl Crow	Crow/Bottrel/Baerwald/ Gilbert/Ricketts/ Macleod	33.34%	33.34%	World Wide
526771	Stupid	Sarah McLachlan	McLachlan	100.00%	100.00%	World Wide
228011	Sugar	System of a Down	Malakian, Tankian, Odadjuan, Dolmayan	100.00%	100.00%	World Wide
106530	Sugar, Sugar	The Archies	Barry/Kim	50.00%	50.00%	US
624734	Sugar, We're Goin' Down	Fall Out Boy	Wentz, Stump, Trohman, Hurley	100.00%	100.00%	World Wide
228004	Suggestion	System of a Down	Malakian, Tankian, Odadjuan, Dolmayan	100.00%	100.00%	World Wide
228003	Suite Pee	System of a Down	Malakian, Tankian, Odadjuan, Dolmayan	100.00%	100.00%	World Wide
64983	Supermans's Dead	Our Lady Peace	Makda/Lanni	5000.00%	50.00%	Worldwide
49509	Supernova	Liz Phair	Phair	100.00%	100.00%	Worldwide
117035	Survivor	Destiny's Child	Beyonce Knowles, Anthony Dent Matthew Knowles	47.00%	47.00%	World Wide
106528	Suspicious Minds	Elvis Presley	Zambon	100.00%	100.00%	World Wide
41693	Sweet Caroline	Neil Diamond	Diamond	100.00%	100.00%	WW
448642	Sweet Dreams of You	Patsy Cline	Gibson	100.00%	100.00%	Worldwide
67027	Sweet Surrender	Sarah McLachlan	Sarah McLachlin	100.00%	100.00%	World X Canada
599409	Swing Life Away	Rise Against	Principe/McIlrath/Barnes/Chesse	75.00%	75.00%	World Wide
613070	Switch	Will Smith	Smith/Bennett/Holland	35.00%	35.00%	World
627747	Switchblades and Infidelity	Fall Out Boy	Peter Wentz, Patrick Stumph, Joseph Trohman	100.00%	100.00%	World Wide
601783	Take It Easy (Love Nothing)	Bright Eyes	Oberst	100.00%	100.00%	World Wide
524174	Take Me As I Am	Wyclef Jean	Jean/Duplessis/Stowes	68.25%	68.25%	World Wide
538810	Take Me Away	Fefe Dobson	Dobson/Levine	100.00%	100.00%	World Wide
93045	Take Me Out To The Ballgame		Norworth/Von Tilzer	75.00%	75.00%	World Wide
93719	Take On Me	A-Ha	Pal Waaktaar / Magne Furuholmen / Morten Harket	100.00%	100.00%	Worldwide
131976	Take You Home With Me aka Body	R. Kelly & Jay-Z	Kelly/Carter/Barnes/Olivier	50.00%	50	
39636	Taking Care Of Business	BTO	Randy Bachman	100.00%	100.00%	World Wide
624523	Talk	Coldplay	Schult, Huetter, Bartos,Martin, Berryman, Buckland, Champion	37.50%	37.50%	World Wide
56781	TALES FROM THE CRYPT	Danny Elfman	Danny Elfman	100.00%	100.00%	World Wide
593992	Tan Solo Palabras	Marc Anthony	Estefano/Reyes	100.00%	100.00%	World Wide
447700	Target	Joe Jackson	Joe Jackson	100.00%	100.00%	World Wide
84780	Taxman	Beatles	Harrison	100.00%	100.00%	Worldwide
84780	Taxman	Beatles	Harrison	100.00%	100.00%	Worldwide
101189	Teach Your Children	Crosby, Stills, Nash & Young	G. Nash	100.00%	100.00%	World Wide
190658	Teardrop	Massive Attack	Fraser/Del Naja/Marshall/Vowles	50.00%	50.00%	World Wide
330768	Tears From the Moon	Conjure One	Baertsoen/Nowels/Steiberg	33.34%	33.34%	World Wide
109952	Tell Him	The Exciters	Russell	33.33%	33.33%	World Wide
87800	Tell Me If You Want Me To	Groove Theory	Lamieux/Wilson/Brown	50.00%	50.00%	World Wide
109312	Telluride	Tim McGraw	Cornelius/Verges	50.00%	50.00%	World Wide
105785	Temptations	Tupac Shakur	R. Troutman/L. Troutman/Murdock/Shakur/Clinton/Spradley/Harvey/Noble/Shider/	50.00%	50.00%	World Wide
114426	Ten Rounds With Jose Cuervo	Tracy Byrd	Beathard/Cannon-Goodman/Henney	100.00%	100.00%	World Wide
100148	Tennessee River	Alabama	Owen	100.00%	100.00%	World ex. Belgium / Holland / and Luxembourg
448697	Tennessee Waltz	Patti Page	King, Stewart	100.00%	100.00%	World Wide
75422	Texas Size Heartache	Joe Diffie	Wilson / Turner	100.00%	100.00%	Worldwide
54540	Tha Shizzit	Snoop Dogg	Young/Broadus	50.00%	50.00%	World Wide
507266	Thankful	Kelly Clarkson	Thomas/Mason/Edmons/Clarkson	20.00%	20.00%	World Wide
111151	That Ain't Gangsta	50 Cent	West/Willis-Jackson/Jackson	50.00%	50.00%	World Wide
38254	That Ain't No Way To Go	Brooks & Dunn	Dunn/Brooks/Cook	100.00%	100.00%	World Wide

SCHEDULE A

Song Code	Title	Artist	Writer	US % Collected	US Territory (WW-World Wide)
131500	That's A Woman	Mark Wills	Jones/Rutherford	50.00%	50.00% World Wide
517826	That's What I Love About Sunday	Craig Morgan	Dorsey/Narmore	83.33%	83.33% World Wide
137540	That's What She Gets For Loving Me	Brooks & Dunn	Dunn/McBride	50.00%	50.00% World Wide
84105	The Ballad Of John And Yoko	John Lennon	Lennon/McCartney	100.00%	84.17% World Wide
105195	The Best Of Me	Bryan Adams	Adams/Lange	50.00%	50.00% World Wide
48020	The Chain	Fleetwood Mac	Nicks/Fleetwood/Mcvie/McVie/ Buckingham	20.00%	20.00% World wide
68982	The Chair	George Strait	Cochran, Dillon	50.00%	50.00% World Wide
515443	The Chipmonk Song	Alvin & The Chipmunks	Bagdasarian	100.00%	100.00% World X UK
114684	The Christmas Shoes	Newsong / 3 of Hearts	Ahlstrom /Carswell	50.00%	50.00% WW
516102	The Christmas Song	n/a	Torme/Wells	50.00%	50.00% US
137090	The Color Of Love	Babyface	Edmonds	100.00%	100.00% World Wide
83930	The Continuing Story Of Bungalow Bill	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
48690	The Doctor's Office	Dr. Dre	Cuny/Young	100.00%	100.00% World Wide
593840	The Faded Line	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.	100.00%	100.00% WW
288990	The Flame	Tina Arena	Foreman	100.00%	100.00% World Wide
20453	The Gambler	Kenny Rogers	A.D. Schlitz	100.00%	100.00% World Wide
111148	The Good Die Young	50 Cent	West/Jackson	50.00%	50.00% World Wide
136148	The Greatest View	Silverchair	Johns	100.00%	100.00% World Wide
112593	The Hampster Dance Song		DeBoer / Grace / Miller	66.67%	66.67% SMP controls only in US, Canada, Central America ans Mexico
43903	The Heart Is A Lonely Hunter	Reba	Williams / Sanders / Hill	33.33%	33.33% World wide
543724	The Loneliness	Babyface	Edmonds	100.00%	100.00% World Wide
84120	The Long And Winding Road	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00% World Wide
597848	The Love Of Richard Nixon'	Manic Street Preachers	Bradfield, James Dean /Jones, Nicholas / Moo	100.00%	100.00% World Wide
138210	The Mexican 2002 (English)	Thalia	Rooney/Barnes/Olivier/ Shacklock	60.00%	60.00% World Wide
138228	The Mexican 2002 (Spanish)	Thalia	Rooney/Barnes/Olivier/ Shacklock/Miranda	40.00%	40.00% World Wide
133808	The Music's No Good Without You	Cher	Thomas / Taylor / Cher / Barry	80.00%	80.00% Worldwide
92521	The Nanny Theme		Hampton Cattaway	100.00%	100.00% Worldwide
554459	The Nigga You Love To Hate	Ice Cube	Arrington/Parker/Carter/Hankerson/Sadler/Spradle y/Clinton/Shider/Ice Cube	45.00%	45.00% World Wide
84010	The Night Before	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
137925	The Only Thing That Looks Good On Me Is You	Bryan Adams	Adams/Lange	50.00%	50.00% World Wide
101403	The Robots	Kraftwerk	Hutter, Schneider, Bartos	83.33%	83.33% Worldwide
51531	The Secret Of Life	Faith Hill	Peters	100.00%	100.00% Worldwide
128438	The Sentinel	Thema	Cooper / Mariette	50.00%	50.00% Worldwide
125943	The Urban Theme	Musze	Menard/Ragin	50.00%	50.00% Worldwide
831734	The Way I Feel About You	Lyfe	Jennings	100.00%	100.00% World Wide
549484	The World Needs a Drink		Beathard / Church	100.00%	100.00% Worldwide
187619	Theme - Eastenders		May	100.00%	100.00% World Wide
113739	Theme - Fraggles		Balsam	100.00%	100.00% World Wide
288010	Theme - King of Queens		Goldsmith Joshua/Gross Andrew/Yuspa Catha	100.00%	100.00% World Wide
149628	Theme - Moonlighting		Holdridge	100.00%	100.00% World Wide
109770	Then The Morning Comes	Smashmouth	Camp / Barry	25.00%	25.00% Worldwide
123774	There She Goes	Babyface	Edmonds/Hugo/Williams	33.34%	33.34% World Wide
338366	These Days	Rascal Flatts	Robison, Steele, Wolfe	33.34%	33.34% Worldwide
157420	They Don't Know	Jon B	Buck/Kelly/Robinson	33.33%	33.33% World Wide
99451	Thief	Our Lady Peace	Maida/Lanni	5000.00%	50.00% Worldwide
127192	Think It's A Game	Jay-Z	Carter/ Easley/Grant/Parker/ Patrick/Ties	35.00%	35.00% Worldwide
67558	Think Of You	Usher	Jeffrey/Combs/Thompson/Evans/Jones	50.00%	50.00% World Wide
78416	Thinkin' About You	Trisha Yearwood	Regan / Shapiro	33.75%	33.75% Worldwide
130152	Third Rock From The Sun	Joe Diffie	Martin / Greenbaum / Whipple	25.00%	25.00% Worldwide
516238	This I Swear	Nick Lachey	Eriksen/Reid	50.00%	50.00% WW
252836	This Life Forever	Jay-Z feat Missy Elliot	Shawn Carter/Yvonne Covay/William Jackson	23.13%	23.13% World Wide
131183	Three Wooden Crosses	Randy Travis	Williams/Johnson	50.00%	50.00% World Wide
499939	Through The Rain	Mariah Carey	Carey/Cole	100.00%	100.00% World Wide
90464	Thunderbirds	Thema	B. Gray	100.00%	100.00% World Wide
554872	Thunderbirds Are Go	Busted	T. Fletcher/J.Bourne/B. Gray, M. Sargent/C. Simpson	25% Sony	25.00% World Wide
84048	Ticket To Ride	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00% World Wide
113007	Till You Do Me Right	After 7	Edmons/Edmons/Edmons	75.00%	75.00% World Wide
17848	Time After Time	Cyndi Lauper	Lauper/Hyman	50.00%	50.00% World Wide
549175	Together	Avril Lavigne	Kravitzuk/Lavigne	50.00%	50.00% World Wide
500266	Tom Jones International	Tom Jones	Jean, Jones, Duplessis	37.50%	37.50% World Wide
60680	Tomorrow	Silverchair	Johns / Giles	100.00%	100.00% Worldwide
84050	Tomorrow Never Knows	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
76102	Tonite	Snoop Dogg	Durham/Blake	30.00%	30.00% World Wide
117068	Tougher Than Nails	Joe Diffie	Marvel/O'Donnell/Barnes	33.34%	33.34% World Wide
101406	Tour De France	Kraftwerk	Hutter/Shult/Bartos	83.34%	83.34% US
	Toxicity	System of a Down	Malakian, Tankian, Odadjian, Dolmayan	100.00%	100.00% World Wide
131850	Tragedy	Marc Anthony	Rooney/Thomas	50.00%	50.00% World wide
101422	Trans Europe Express		Schult/Heutter	100.00%	100.00% World wide
80439	Transformers Theme	n/a	Kinder/Bryant	100.00%	100.00% World Wide
131260	Tribute To A Woman	Ginuwine	Oliver / Lumpkin	50.00%	50.00% Worldwide
555653	Triple Trouble	Beastie Boys	Diamond, Michael Louis; Edwards, Bernard; Horowitz, Adam; Rodgers, Nile Gregory; Yauch, Adam Nathaniel	25.00%	25.00% Worldwide
5414	Trouble	Elvis Presley; Travis Tritt	Chesnut	100.00%	100.00% World Wide
37836	True Colors	Cyndi Lauper	Steinberg / Kelly	100.00%	100.00% Worldwide
526491	Try	Nelly Furtado	West/Furtado	40.00%	40.00% World Wide
332852	Trying to Find Atlantis	Jamie O'Neal	Waters/Turner	100.00%	100.00% World Wide
213009	Tu	Shakira	Mebarak/O'brien	50.00%	50.00% World Wide
593998	Tu Amor Me Hace Bien	Marc Anthony	Estefano	100.00%	100.00% World Wide
156474	Tu Carcel	Enanitos Verdes	Solis	100.00%	100.00% World Wide
330077	Tu Y Yo	Thalia	Salgado/Reyes	100.00%	100.00% World Wide

SCHEDULE A

429051	Turn It Up	Josh Gracin	James/McHugh	50.00%	50.00%	World Wide
81952	Tutti-Frutti	Little Richard	Penniman	100% Sony/ATV Songs	100.00%	World Wide
35283	Twilight Zone	Golden Earring	Kooymans	100.00%	100.00%	World Wide
84129	Two Of Us	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00%	World Wide
133945	Two Wrongs	Wyclef	Jean/Duplessis	75.00%	75.00%	World Wide
834958	U Already Know	112	Garrett/Edwards/Twelve/Ivers/Parker	50.00%	50.00%	World Wide
506457	U Wanna Be Me	Nas	Jones / Thompson	20.00%	20.00%	WW
319011	Underneath Your Clothes	Shakira	Mebarak/Mendez	7500.00%	75.00%	World
593620	Unreachable	Ashley Simpson	Simpson, Mann, Fox, Nevil, Fraxier	20.00%	20.00%	World Wide
	Up, Up And Away	5th Dimension	Webb	Sony/Lastrada 46.25%	46.25%	World Wide
53827	Upside Down	X3	Edwards / Rodgers	50% Sony/ATV Songs LLC	50.00%	Worldwide
593994	Valio la Pena	Marc Anthony	Estefano/Anthony	100.00%	100.00%	World Wide
117146	Video	India Arie	Broady/Hargis/Sanders/Simpson	60.00%	60.00%	World Wide
	Vindicated	Dashboard Confessional	Christopher Carraba	16.67%	16.67%	World Wide
134126	Viviendo	Marc Anthony	Anthony/Osorio/Villamizar	15.00%	15.00%	World Wide
593987	Volando Entre Tus Brazos	Marc Anthony	Estefano/Reyes	100.00%	100.00%	World Wide
	Walk Away	Kelly Clarkson	Kreviazuk/Maida/Dioguardi/Clarkson	30.00%	30.00%	World Wide
111068	Walk Like A Man	Tim McGraw	Douglas	100.00%	100.00%	World wide
597019	Walk Tall	John Mellencamp	Mellencamp	100.00%	100.00%	World wide
47424	Water Runs Dry	Boyz II Men	Edmonds	100.00%	100.00%	
134138	Way Of Life	Lil Wayne	Quales/Williams/Fresh/Carter	12.50%	12.50%	World Wide
53829	We Are Family	Sister Sledge	Rodgers/Edwards	50% Sony/ATV Songs LLC	50.00%	World Wide
603437	We Are Nowhere And It's Now	Bright Eyes	Oberst	100.00%	100.00%	World Wide
227734	We Be Clubbin'	Ice Cube	Cousin/Jackson	50%	50.00%	World Wide
619755	We Belong Together	Mariah Carey	Seal/ Johnson / Bristol / Edmonds / Carey / Dupri /	13%	12.81%	World Wide
84052	We Can Work It Out	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
545116	We Carry On	Tim McGraw	Douglas, Slater	50.00%	50.00%	World Wide
93883	We Don't Talk Anymore	Cliff Richard	A. Tarney	100.00%	100.00%	World Wide
117684	Weapon of Choice	Fatboy Slim	Slater / Cook / Collins	33.33%	33.33%	Worldwide
8911	Welcome To My World	Jim Reaves; Eddy Arnold	Winkler/Hathcock	50.00%	50.00%	World Wide
38326	We'll Burn That Bridge	Brooks & Dunn	Cool/Dunn	100.00%	100.00%	World Wide
69589	We're Not Making Love No More	Dru Hill	Edmonds	87.50%	87.50%	World Wide
298058	West End Girls	Pet Shop Boys	Tennant/Lowe	100.00%	100.00%	World Wide
251170	What About Love?	Heart	Allen/Alton/Vallance	66.00%	66.00%	World Wide
274085	What Do I Have To Do	Kylie Minogue	Stock/Aiken/Waterman	33.34%	33.34%	World Wide
298083	What Have I Done To Deserve This	Pet Shop Boys	LOWE CHRISTOPHER SEAN, TENNANT NEIL FRANCIS, WILLIS ALTA SHERRAL	66.67%	66.67%	World Wide
124716	What If	Babyface	Edmonds	100.00%	100.00%	World Wide
127058	What If She's An Angel	Tommy Shane Steiner	Wayne B.	100.00%	100.00%	Worldwide
507908	What Is Love	Vivian Green	Green/Osunlade/Sample/Robertson	33.33%	33.33%	World Wide
599679	What Is It	EA Ski featuring Frontline	Shon Adams/Davood Asgari/Ameer Loggins/Mark Ogleton	75.00%	75.00%	World wide
137755	What It Ain't	Josh Turner	Mensy/Criswell	100.00%	100.00%	World Wide
593838	What I've Become	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100.00%	100.00%	WW
131969	What The World Needs	Wynonna	James/Lamar	50.00%	50.00%	World Wide
133936	What Was I Thinkin'	Dierks Bently	Bently/Beavers/Rutlan	100.00%	100.00%	World Wide
525827	Whatever Happened To the Heros	Joss Stone	Billy Mann/ A. Moore/ Chris Rojas	35.00%	35.00%	World Wide
449039	Wheel Of Fortune Theme	n/a	Griffin	100.00%	100.00%	World Wide
517675	Wheels	Josh Gracin	Wilhelm/James	100.00%	100.00%	World Wide
43743	When Can I See You Again	Babyface	Edmonds	100.00%	100.00%	World Wide
543497	When I Think About Cheatin'	Gretchen Wilson	Wilson/McGhee/Rich	33.34%	33.34%	World Wide
84058	When I'm 64	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
131816	When The Sun Goes Down	Kenny Chesney	James	100.00%	100.00%	World Wide
111528	When You Say You Love Me	Josh Groban	Scofield/Hammond	50.00%	50.00%	World Wide
319375	Whenever, Wherever	Shakira	Mebarak/Mitchell/Estefan	75.00%	75.00%	World Wide
	Where Is Your Heart	Kelly Clarkson	Kreviazuk/Clarkson/Dioguardi	50.00%	50.00%	World Wide
106767	Where You Are	Jessica Simpson	Walters/Biancaniello/ Stamatopoulou/Lachey	90.00%	90.00%	World wide
104689	While You Loved Me	Rascal Flatts	Kim Williams / Dale Dodson / Danny Wells	66.66%	66.66%	Worldwide
25424	Whip Appeal	Babyface	Edmonds/Reid	83.14%	83.14%	World Wide
824190	Whiskey Girl	Toby Keith	Emerick/Keith	50.00%	50.00%	World Wide
117436	Whiskey Lullabye	Brad Paisley and friends	Anderson/Randall	50.00%	50.00%	World Wide
46681	Whiskey Under The Bridge	Brooks & Dunn	Brooks/Dunn/Cook	100.00%	100.00%	World Wide
549178	Who Knows	Avril Lavigne	Kreviazuk/Lavigne	50.00%	50.00%	World Wide
517463	Why Can't I?	Liz Phair	Phair/Edwards/Spock/Christy	25.00%	25.00%	World Wide
103063	Why Does It Always Rain On Me	Travis	F. Healy	100.00%	100.00%	World Wide
84057	Why Don't We Do It In The Road	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
127600	Why Georgia	John Mayer	John Mayer	100.00%	100.00%	World wide
537695	Why?	Ricky Fante	Deutsch/Fante/Harris/Kats	35.00%	35.00%	Worldwide
113578	Wild	Poe	Danielewski Annie	58.00%	100.00%	World Wide
79580	Wink	Neal McCoy	Diplero / Shapiro	50.00%	50.00%	WW
84064	Wired For Sound	Cliff Richard	Tarney/Robertson	50.00%	50.00%	World Wide
	Writing to Reach You	travis	Healy	100.00%	100.00%	World Wide
609389	Witch Doctor	Alvin & The Chipmunks		33.33%	33.33%	US & Canada
84059	With A Little Help From My Friends	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
300604	With Me	Lonestar	James/Verges	50.00%	50.00%	World Wide
518060	With You	Jessica Simpson	Mann/Marvel/Simpson	38.00%	38.00%	World Wide
84782	Within You, Without You	Beatles	Harrison	100.00%	100.00%	Worldwide
112996	Wonderwall	Oasis	Gallagher	100.00%	100.00%	World Wide
552318	Won't Be Lonely Long	Leann Rimes	Peirce/Pinson	50.00%	50.00%	World Wide

SCHEDULE A

Song No.	Title	Artist	Writer	US % Contrd Tk Rate	US % Territory (WW-World Wide)
84060	Word	Beatles	Lennon / Mccartney	66.67% Sony, 33.33% EMI	100.00% World Wide
526783	World on Fire	Sarah McLachlan	McLachlan/Marchland	25%	25.00% Worldwide
204743	Wrong Side Of Da Tracks	Artifacts	Anadon/Brown/Ray/Williams	50.00%	50.00% World Wide
447370	Xtacey Jones	Dru Hill	Quailes/Pearson/Ruffin/Woodard/Weatherspoon	30.00%	30.00% World Wide
443088	XXL	Keith Anderson	DiPiero, Anderson	50.00%	50.00% World Wide
540198	Y Que Va A Ser De Mi	Victoria	Roberto Livi, Rudy Perez	50.00%	50.00% World Wide
507594	Y Todo Queda en Nada	Ricky Martin	Estefano/Reyes	100.00%	100.00% Universe
271836	Y Yo Sigo Aqui	Paulina Rubio	Salgado	100.00%	100.00% World Wide
5997	YAKETY SAX (THE BENNY HILL SHOW)	BOOTS RANDOLPH	Randolph, Rich	100.00%	100% Worldwide excluding UK, Ireland, France, Germany, Australasia, Netherlands, Belgium, S. Africa, Brazil
84062	Yellow Submarine	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
84065	Yesterday	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
26742	You	Ten Sharp	Hermes, Niels/Groen, Tom	100.00%	100.00% World Wide
39637	You Ain't Seen Noghin' Yet	BTO	Randy Bachman	100.00%	100.00% World Wide
136124	You Are Everything	Dru Hill	Cousin/Andrews	50.00%	50.00% World Wide
447786	You Can't Get What You Want	Joe Jackson	Joe Jackson	100.00%	100.00% World Wide
138355	You Can't Take The Honky Tonk Out Of The Girl	Brooks & Dunn	Diplero/Allmand	50.00%	50.00% World Wide
450406	You Got It	Roy Orbison	Petty/Lynn/Orbison	25.00%	25.00% World Wide
188450	You Gots to Chill	EPMD	Sermon Erick S; Smith Parrish Joseff; Troutman Roger	31.25%	31.25% World Wide
329474	You Know That I Love You	Donnell Jones	Hawkins/Smith/Absolam	33.34%	33.34% World Wide
84130	You Never Give Me Your Money	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00% World Wide
220699	You Really Got Me	The Kinks	Ray Davies	100.00%	100.00% US, Canada, & Mexico
99866	You Sang To Me	Marc Anthony	Cory Rooney, Marc Anthony	100.00%	100% Worldwide
507306	You Thought Wrong	Kelly Clarkson	Clarkson/Edmonds/Mason/Thomas/Tamyra	20.00%	20% World Wide
157143	You Used To Love Me	Faith Evans	Combs/Evans/Thompson	40.00%	40% Worldwide
195195	You Won't Ever Be Lonely	Andy Griggs	Griggs, Jones	50.00%	50% Worldwide
127603	Your Body Is A Wonderland	John Mayer	Mayer	100.00%	100% World wide
450541	Your Cheatin Heart	Hank Williams	Hank Williams	100.00%	100.00% World Wide
84069	Your Mother Should Know	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
548033	Your Pops Don't Like Me	Nick Cannon	Troutman, Smith, Simon, Jackson, Cannon, Barrett, Telusma, Battiste, Campbell, Hutchinson	48.12%	48.12% World Wide

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EXHIBIT CO 0528

Document Category

Licenses

Song Code(s):

US Song Code(s)

Song Title(s): N/A

Composer(s): N/A

License Type (circle one): Mech., Synch, Print, Dual Disc - Other: RINGTONE

Recording Artist: N/A

Product Title: N/A

Licensee: REDACTED

Product Number: N/A

Description: Blanket Ringtone License Agreement w/ Schedule A

December 12, 2005 Agreement

BLANKET RINGTONE LICENSE AGREEMENT

This ringtone license agreement (the "Agreement") is made and entered into as of **December 12, 2005** (the "Effective Date"), by and between SONY/ATV MUSIC PUBLISHING LLC, a Delaware limited liability company, 550 Madison Avenue, New York, New York 10022 (hereinafter "Publisher" or "Sony"), on the one hand, and

REDACTED

(hereinafter "Company"), on the other.

WHEREAS, Publisher owns, controls and/or administers the rights in and to certain Compositions (as defined below) (the "Sony Catalog"); and

WHEREAS, Company desires to select certain Compositions from the Sony Catalog and incorporate them into Ringtones (as defined below), and Publisher desires to grant Company a license to so use the Compositions, subject to the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

1. GRANT OF RIGHTS/RESTRICTIONS/PROCEDURES

(a) Publisher hereby grants to Company a non-exclusive right and license throughout the Territory to do the following with respect to the Compositions in the Sony Catalog: (i) to adapt and record, at Company's sole expense, up to thirty (30) seconds of each Composition in the Sony Catalog and to create one (1) or more Ringtones embodying each such Composition, and to authorize Approved Sublicensees to do the same; provided, however, that no such adaptation shall change the basic melody or fundamental character of any such Composition; (ii) to Sell and otherwise distribute Ringtones solely as permitted hereunder, and to authorize Approved Sublicensees to do the same; (iii) to copy, reproduce, store and transmit Ringtones solely to the extent necessary to exploit the Ringtones as specifically set forth herein, and to authorize Approved Sublicensees to do the same; (iv) to grant a perpetual license to each End User who lawfully receives Ringtones from a Service to use and exploit such Ringtones as permitted by the terms and conditions under which an End User is permitted to use the Ringtones concerned, and to authorize Approved Sublicensees to do the same; and (v) to use the titles of the Compositions embodied in Ringtones and the names of the writer(s)/composer(s) of such Compositions solely as factual identifiers when making Ringtones available to End Users on a Service, and to authorize Approved Sublicensees to do the same.

(b) Notwithstanding anything to the contrary set forth herein, the rights granted hereunder do not include the right to use the music or the lyrics of any Composition in connection with any advertisement or commercial or in any printed form, or to synchronize the Compositions in timed relation with any still, animated, or moving visual image of any nature. In addition, neither the music nor the lyrics of the Compositions shall be used or positioned in a manner that could be construed as an endorsement of, advertising or promotion for any product or service, including, without limitation, any product or service of Company, any or any Approved Sublicensee, without Publisher's prior written consent.

(c) All rights not specifically granted herein are reserved by Publisher. For the avoidance of doubt, the rights granted hereunder do not include the right to publicly perform Ringtones by any means or for any purpose, including, without limitation, preview or demonstration purposes. Company is solely responsible for, and shall pay all costs associated

with, obtaining such performing rights licenses directly from the applicable performing rights society, including, without limitation, ASCAP, BMI, SESAC or any other applicable third party.

(d) Attached hereto as Exhibit A is a list of Compositions from the Sony Catalog that Company desires to use in Ringtones as of the Effective Date. If at any time during the Term Company wishes to amend Schedule A to include additional Compositions, Company shall provide Publisher with written notice of its desire to amend Schedule A and include the titles of the additional Compositions. Company shall not use any such Compositions until Company receives written notice from Publisher confirming that such additional Compositions may be used and setting forth the relative ownership and/or income interests of the copyright proprietors of each Composition concerned. All requests by Company to amend Schedule A shall be sent in writing to Todd Ellis, Licensing Manager, Sony/ATV Music Publishing LLC, 8 Music Square West, Nashville, TN 37203. todd_ellis@sonymusic.com.

2. COMPANY OBLIGATIONS

(a) Company agrees to comply with any and all restrictions communicated to Company by Publisher relating to a specific Composition relative to Territory, name and likeness, use restrictions and any other restrictions to which Publisher may be subject.

(b) Publisher may request in writing that Company and each Approved Sublicensee cease exploiting any Composition hereunder, for any reason or no reason at all. For the avoidance of doubt, it is understood that all third party licensees shall be treated equally with respect to the foregoing provision. Company shall terminate its use and exploitation of the specified Compositions within ten (10) days after receiving notice of such request from Publisher.

(c) At all times during the Term, the Ringtones shall be stored, hosted, secured, served and delivered in accordance with Company's security practices, which shall at a minimum provide a reasonable level of security for all Ringtones hereunder. If during the Term more advanced security technology becomes readily available in the marketplace and is generally adopted as an acceptable standard, Company shall store, host, secure, serve and deliver the Ringtones pursuant to such more advanced technology. If a breach of security occurs, or if Publisher reasonably believes that a breach in security will occur in connection with the servers or network components used for the Ringtones, such that unauthorized access to the Ringtones is or may become available, then Company will immediately, but in no event later than within twenty-four (24) hours after notice from Publisher, prevent access to the Ringtones, and Company's license rights hereunder will be suspended until such time as the security breach is cured to Publisher's satisfaction. Company shall immediately report to and notify Sony in writing of all server breaches and all forms of "hacking" that expose the Ringtones to unauthorized access.

(d) Company shall, at Publisher's request, enable five (5) designees of Publisher to freely and without charge or expense to Publisher receive Ringtones as an End User of the Service for the purpose of evaluating the quality of the Ringtones concerned and ensuring Company's adherence to the terms and conditions of this Agreement. Publisher shall provide the names of its designee(s) to Company in writing promptly after Publisher makes such request.

3. **TERM**

The Term of this Agreement shall commence on the Effective Date and end on the date that is twelve (12) months thereafter, unless earlier terminated by either party hereto as hereinafter set forth.

4. **ADVANCE**

In consideration of the license granted to Company herein, Company shall pay to Publisher, as an advance against the fees payable to Publisher pursuant to paragraph 5 below, the non-returnable sum of REDACTED upon Company's execution of this Agreement.

5. **RINGTONE LCENSE FEES**

As full and sufficient consideration of the rights granted herein, Company shall pay Publisher the following:

(a) Ringtone License Fees.

(i) For each Sale of a Ringtone embodying a Composition hereunder, a license fee equal to the greater of: (i) REDACTED of Company Revenue from such Sale; or (ii) REDACTED REDACTED (the "ex-Brazil License Fee"), provided that with respect to any Ringtone containing any Composition that is not wholly owned and/or controlled by Publisher in and throughout the Territory, the payment specified in this section 5(a)(i) shall be pro-rated in proportion to Publisher's ownership or administrative share of such musical composition as set forth on Schedule A attached hereto. For the avoidance of doubt, if more than one Ringtone is created using the same Composition, Company shall pay an ex-Brazil License Fee in respect of each such Ringtone; and

(b) Fixation Fees.

(i) Omitted without implication

(c) If at any time during the Term hereof Company pays any license fee, royalty, advance, and/or other monies, or offers any other financial terms or economic benefits (collectively, the "Remuneration"), for the same or equivalent rights as granted herein to any other publisher, administrator, licensor or owner of musical compositions, or to any agent of the same (including any music industry rights society) that is greater or more beneficial than the terms set forth herein, such more favorable Remuneration shall automatically be included herein and Company shall pay and/or provide such more favorable Remuneration to Publisher retroactively to the date on which such more favorable Remuneration is granted to such other publisher, administrator or owner.

6. **PAYMENTS AND ACCOUNTINGS**

(a) Company shall compute and pay an amount equal to the applicable Ringtone License Fees or any other payments accrued hereunder no less than forty-five (45) days after the end of each calendar quarter of the Term, in respect of each such calendar quarterly period. In connection with each calendar quarterly accounting period, Company shall also send an accounting statement (the "Ringtone License Report") covering the calculation and determination of the Ringtone License Fees, including the following: (i) the title of the Composition embodied in each Ringtone Sold or otherwise distributed; (ii) the writer(s)/composer(s) of the Composition concerned; (iii) the number of Sales, transmissions, downloads, streams, performances or other deliveries of each Composition concerned made by Company; (iv) the retail price charged by Company and each Approved Sublicensee in connection with the Ringtone concerned; (v) the Net Monetary Revenue received by Company each Approved Sublicensee in connection with the Ringtone concerned; (vi) the period during which the Sale, transmission, download, stream, performance or other delivery of the Ringtone concerned occurred; (vii) the Ringtone License Fee payable in respect of each Composition; (viii) all other information reasonably necessary to support all calculations of the amounts paid and which may be due; and (ix) the amount of all such fees and payments which are due for the quarterly period concerned. The information set forth in the preceding sentence shall be separately reflected for Company and each Approved Sublicensee for each region of the Territory.

(b) All payments to Publisher shall be computed in the relevant local currency and remitted in United States dollars. Each conversion from another currency for the purpose of computing such payments shall be calculated at the rate of exchange, as published by *The Wall Street Journal,* for major territory currencies, in effect on the date the statement concerned is rendered.

(c) Company shall pay interest at the rate of one percent (1.0%) per month, or the maximum rate permitted by law, whichever is less, from the date past due, on any Ringtone License Fees or Fixation Fees not paid within forty-five (45) days following the quarterly accounting period as provided herein, without prejudice to any other rights Sony may have in connection with such delinquency.

(d) Company shall maintain accurate and complete records and accounting books with regard to the licensing and exploitation of the Compositions embodied in the Ringtones, including, without limitation, all information needed to compute and verify the amounts payable to Publisher hereunder. During the Term, but not later than the date that is five (5) years following the termination or expiration of the Term, upon reasonable advance written notice, and at Sony's sole cost and expense (subject to the last sentence of this subparagraph 6(e)), Publisher will have the right to examine, or appoint a third party auditor to examine, those books and records at any time during Company's normal business hours at the place where such books and records are normally maintained; provided, however, that Sony shall be permitted to make such examination only one (1) time during any five (5) year period in connection with a particular Ringtone License Fee Report, as the case may be. Company will reasonably cooperate with Publisher's representatives to insure compliance with the foregoing. In the event an examination of Company's books and records reveals a deficiency in payments paid to Publisher of five percent (5%) or more of the total amount accounted to Publisher during the period of the audit, Company shall pay all reasonable out-of-pocket expenses related to the performance of such examination, including, without limitation, travel expenses, hotel expenses and per diems, together with the underpayment and interest as provided herein.

(e) For a period of five (5) years following the last day of the Term, Company shall retain all transaction data reasonably necessary for Publisher and Company to determine and verify all amounts due or payable hereunder and for accounting purposes.

6A. TAXES

Company and each Approved Sublicensee shall have the sole responsibility for collection and remittance to the appropriate taxing authorities taxes that may be imposed on sales of Ringtones by Company and each Approved Sublicensee to End Users. Taxes include sales, use, excise, gross receipts or other similar taxes. Each party hereto shall be responsible for taxes based on its own net income.

7. EXPERIMENTAL AGREEMENT

This Agreement is being entered into on an experimental and non-prejudicial basis, shall apply for the Term hereof only, and shall not be binding upon or prejudicial to any position taken by Publisher or Company for any period subsequent to the Term of this Agreement, including but not limited to the negotiation of the renewal or extension of this Agreement.

8. OWNERSHIP AND ARRANGEMENT OF COPIES

(a) Any arrangement(s) or adaptations of a Composition which Company shall cause to be made in the creation of a Ringtone shall be made at Company's sole expense and shall be created only as the result of employment-for-hire, and such arrangement or adaptation shall be a "Work Made For Hire" for Company as such term is used in the United States copyright law. Promptly after the rights granted to Company hereunder expire or terminate, Company shall be deemed to have assigned to Publisher the copyright throughout the universe to each arrangement or adaptation of such Ringtones and all renewals and extensions of copyright therein, and Company shall execute all documents reasonably necessary to evidence the assignment thereof. The arranger shall not be entitled to authorship credit or status as a collaborator or any remuneration by way of royalty or otherwise from the authors of such Composition or from Publisher or from any agent of Publisher.

(b) Notwithstanding the foregoing, Publisher hereby agrees never to use itself or license the use of the arrangements acquired pursuant to subparagraph 8(a) above to any third party, whether inside or outside the Territory or during or after the Term.

9. WARRANTIES, REPRESENTATIONS AND INDEMNITIES

(a) Publisher represents, warrants and agrees (solely with respect to its respective fractional interest in the Compositions as set forth on Schedule A attached hereto) that (i) it has the full right, power and authority to enter into this Agreement and to grant to Company all the rights hereunder on the terms and conditions set forth herein and it will not take any action which conflicts or is inconsistent with such ability, right and authority; and (ii) the use of the Compositions as contemplated hereunder shall not violate any intellectual property right of any third party and there are no actions, suits, proceedings, agreements or other impediments, actual or threatened, which would prevent or impair Publisher from performing its duties and obligations hereunder.

(b) Company warrants, represents and agrees that (i) Company has the right and power to enter into and fully perform this Agreement and Company and each Approved Sublicensee is and shall continuously be a corporation in good standing in the jurisdiction of its incorporation; (ii) Company's and each Approved Sublicensee's principal place of business is located within the United States of America; (iii) Company and each Approved Sublicensee shall track and maintain records of the countries in which each Ringtone is downloaded, transmitted, delivered or otherwise distributed; (iv) upon written instruction from Publisher, Company and Approved Sublicensee shall not license or distribute any Ringtone or Composition to any third party that is engaged in piracy, illegal activities or other unauthorized uses of the Composition, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor; (v) Company and each Approved Sublicensee has or will promptly obtain from the applicable public performance licensing society or organization a license to publicly perform the Ringtones throughout the Territory; (vi) Company and each Approved Sublicensee will not, and shall not authorize any person or entity to change the basic melody or fundamental character of any Composition; (vii) Company and each Approved Sublicensee will not cause, through its actions and/or omissions, any and all so-called "viruses," "worms" and/or "destructive codes" (as those terms are commonly understood in the United States computer industry) to be embodied in any Ringtones; (viii) Ringtones shall be made available by Company and Approved Sublicensees exclusively to authorized End Users; and (ix) Ringtones will not be offered in a manner that could be construed by a reasonable person as an endorsement or sponsorship of any product, service, person or entity, as a so-called "commercial tie-up" or "commercial tie-in" or any similar use, directly or indirectly, in whole or in part.

You warrant and represent that you shall cause all Approved Sublicensees and other persons or entities providing services in connection with the Ringtones embodying Compositions hereunder to abide by the terms and conditions of this Agreement, and any breaches by such persons or entities shall be deemed breaches by Company, including, without limitation, for purposes of indemnification under section 10(d)(1).

(c) (1) Publisher shall indemnify and hold harmless Company from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorney's fees and costs) arising out of or incurred as a direct result of any breach by Publisher of any warranty, representation, agreement or undertaking made by Publisher in this Agreement (individually and collectively, "Publisher Claims");

(2) In the event of any Publisher Claim: (i) Company shall notify Publisher of the Publisher Claim concerned promptly following the date that Company becomes aware of it; (ii) Publisher shall defend against the Publisher Claim concerned (at Publisher's own expense) through legal counsel selected by Publisher; and (iii) each party shall reasonably cooperate with the other in the defense of the Publisher Claim concerned. Publisher may not settle a Publisher Claim without Company's prior written consent, which consent shall not be unreasonably withheld or delayed. Publisher shall be solely responsible for the amount of any settlement or judgment for such Publisher Claim and all legal expenses and counsel fees incurred by Publisher in connection therewith. Company shall have the right at all times to actively participate in the defense of any Publisher Claim and to employ legal counsel selected by Company at Company's own expense, it being understood that Publisher shall have the right at all times, in Publisher's sole discretion, to maintain control of the conduct of the defense.

(d) (1) Company shall indemnify and hold harmless Publisher and Publisher's affiliates from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorney's fees and costs) arising out of or incurred as a direct result of

(i) any breach by Company of any warranty, representation, agreement or understanding made by Company in this Agreement; and (ii) any claims that result from any use of the Compositions by Company that are not expressly authorized by this Agreement; (individually and collectively, "Company Claims").

(2) In the event of any Company Claim: (i) Publisher shall notify Company of the Company Claim concerned promptly following the date that Publisher becomes aware of it; (ii) Company shall defend against the Company Claim concerned (at Company's own expense) through legal counsel selected by Company; and (iii) each party shall reasonably cooperate with the other in the defense of the Company Claim concerned. Company may not settle a Company Claim without Publisher's prior written consent, which consent shall not be unreasonably withheld or delayed. Company shall be solely responsible for the amount of any settlement or judgment for such Company Claim and all legal expenses and counsel fees incurred by Company in connection therewith. Publisher shall have the right at all times to actively participate in the defense of any Company Claim and to employ legal counsel selected by Publisher at Publisher's own expense, it being understood that Company shall have the right at all times, in Company's sole discretion, to maintain control of the conduct of the defense.

10. TERMINATION

(a) If either party hereto fails to comply with any of the material terms or conditions of this Agreement (the "Defaulting Party"), the other party hereto (the "Non-Defaulting Party") may (without prejudice to any other rights the Non-Defaulting Party may have) terminate this Agreement by giving the Defaulting Party thirty (30) days' prior written notice to cure its breach or default. If the Defaulting Party does not cure its breach or default within such thirty (30) day period, the Non-Defaulting Party may forthwith terminate this Agreement upon written notice to the Defaulting Party. Any notice of termination shall be effective as of the date of such notice, but in no event sooner than three (3) business days after the Defaulting Party's receipt of such notice. Notwithstanding anything to the contrary, this Agreement will terminate automatically, without notice (if permitted under applicable law), if any of the following occurs:

(i) Company is dissolved or its assets are liquidated, or if Company becomes insolvent; or

(ii) A bankruptcy proceeding for a reorganization or for other relief from the claims of creditors, or any similar proceeding takes place with respect to Company or its assets.

(iii) Company ceases doing business in the ordinary course and/or there is a substantial diminution in the ability of Company to effectively carry on its business in general or any aspect thereof or the business of a Service in particular.

(iv) Company breaches any of Company's material representations, warranties, covenants or obligations hereunder, or Company fails to fulfill its material obligations hereunder; provided, however, that such breach is not cured within twenty (20) days from Company's receipt of Sony's notice of such breach.

(v) Company fails to timely make payments required hereunder or render any information or documents required to be furnished or otherwise

made available to Publisher as and when required hereunder; provided, however, that with respect to any such breach Company shall have a period of five (5) days from its receipt of Publisher's notice of such breach in which to cure said breach.

(vi) Company uses a Composition in a Ringtone without first notifying Publisher in writing of the title of the Composition concerned and receiving approval for the use of such Compositions from Publisher.

(vii) Company licenses the rights hereunder to a third party that is not an Approved Sublicensee as set forth herein.

(b) The expiration or termination of this Agreement shall not relieve either party hereto of responsibility for obligations incurred prior to termination.

(c) Upon the expiration or termination of this Agreement, all rights of Company, and Approved Sublicensees in and to the Compositions shall terminate except as otherwise provided herein, Company shall remove, return or destroy all Ringtones embodying the Compositions hereunder, and Company shall pay all monies then due or to become due to Sony pursuant to paragraph 5 hereof.

(d) Anything to the contrary herein notwithstanding, the rights of End Users in respect of Ringtones lawfully obtained under section 1(a)(iv) hereof shall survive any expiration or termination of this Agreement.

(e) The terms, provisions, representations, and warranties contained in this Agreement which are intended to survive the expiration or termination of this Agreement will so survive and continue in full force and effect until they are satisfied in full or by their nature expire.

11. DEFINITIONS

(a) Intentionally Omitted Without Implication.

(b) "Approved Sublicensee(s)" shall mean those entities approved by Publisher as set forth on Schedule B attached hereto. Additional third parties may be added to Schedule B, subject to Sony's prior written approval. If no Schedule B is attached hereto, Company shall be deemed to have no Approved Sublicensees and Company shall have no right to grant the rights granted herein to any third party. For the avoidance of doubt, Approved Sublicensees shall not have the right to license the rights granted to them by you hereunder.

(c) "Compositions" means those musical works, solely to the extent that they are owned and/or controlled by Publisher in and throughout the Territory, which Publisher has approved for use by Company in the creation of Ringtone(s) as set forth on Schedule A, attached to and made a part hereof, as such Schedule A may be amended in writing from time to time as hereinafter provided.

(d) "End User" means any person within the Territory who receives a Ringtone or to whom a Ringtone is distributed and/or transmitted for the purpose of being written or otherwise stored in the memory of such End User's selected Wireless Device.

(e) "Company Revenue" means (a) the Net Monetary Revenue received by, or due and owing to, Company and each Approved Sublicensee from the Sale by Company and each Approved Sublicensee, as applicable, of a Ringtone via a Service, calculated by using the Sale price of the Ringtone concerned charged by Company and each Approved Sublicensee, as applicable, to an End User; and (b) the reasonable value of goods, services or credits received by Company and each Approved Sublicensee from any source in lieu of cash payments for the exploitation of Ringtones licensed hereunder. For the avoidance of doubt, if Company sublicenses any Ringtone to an Approved Sublicensee, it is the Sale price of the Ringtone to the End User charged by the Approved Sublicensee concerned, and not any lesser sublicensing fee paid by the Approved Sublicensee to Company, that shall be used as a basis to determine Company Revenue. "Net Monetary Revenue" means gross revenue, excluding value added, use, sales or other similar taxes to be collected for payment to the applicable taxing authority(ies), but excluding, for the avoidance of doubt, rebates, in connection with such Sale.

(f) "Ringtone" means an audible electronic code, whether or not such code embodies a sound recording, embodying a performance of a pre-determined synthesized melodic fragment of a Composition, whether monophonic, polyphonic, midi, WAV, SMAF, AMR, MP3 or other formats created for the purpose of causing a Wireless Device to play such fragment for use as an identifier or as an element of an identifier of an activity on such Wireless Device, such as the receipt of an incoming signal.

(i) "Master Ringtone" shall mean a Ringtone consisting of a compressed audio file of an excerpt of a master recording of a Composition.

(ii) "Monophonic Ringtone" shall mean a Ringtone in the MIDI format consisting of a single melodic voice.

(iii) "Polyphonic Ringtone" shall mean a Ringtone in the MIDI format consisting of multiple melodic voices.

For the avoidance of doubt, the right to create Animated Ringtones is specifically excluded from this Agreement.

(g) "Sale", "Sell" or "Sold" means any action whereby an End User in the Territory obtains from Company or an Approved Sublicensee a complete or useable copy of a Ringtone that is capable of being written or otherwise stored in the memory of a Wireless Device. For the avoidance of doubt, a Sale shall include any action described in the preceding sentence which occurs during a promotion, contest, give-away or any other distribution of a Ringtone for no consideration or consideration other than the then-current full retail price. For the avoidance of doubt, Ringtones shall not be installed on or delivered to Wireless Devices prior to the purchase of such Wireless Devices by End Users (i.e., they shall not be embedded into Wireless Devices prior to the purchase of such Wireless Devices by End Users).

(h) "Service" means the provision of a Ringtone via a range of service channels, including, but not limited to, the Internet, cable, satellite, web, wireless application protocol (a/k/a WAP), wireless local area network (a/k/a WLAN), Bluetooth technology (infrared or other similar radio wave technology), wired connection from a local computer, short or smart messaging service (a/k/a SMS), subsequent corresponding technologies or any other form of distribution or transmission of Ringtones.

(i) "Term" means the period specified in Article 3 herein.

(j) "Territory" means the United States of America and Canada.

(k) "Wireless Device" shall mean an electronic device typically designed to be used for, among other purposes, mobile voice and/or data communications, and includes, without limitation, wireless communication terminals, handsets, mobile phones, pagers, personal digital assistants and accessories which are capable of receiving a Ringtone.

12. ASSIGNMENT

Publisher may assign its rights under this Agreement in whole or in part to any subsidiary, affiliated or controlling corporation or company, to any Person owning or acquiring a substantial portion of the stock or assets of Publisher, or to any partnership or other venture in which Publisher participates, and such rights may be similarly assigned by any assignee. No such assignment shall relieve Publisher of any of Publisher's obligations hereunder. Company may assign its rights hereunder to any affiliate or any other person in connection with the sale or transfer of substantially all of its assets, provided, however, that Company shall not assign this agreement to a competitor of Publisher or to an entity engaged in the business of manufacturing, distributing and/or selling (i) blank or digital recording media for the purpose of facilitating the resale thereof, or (ii) products designed to circumvent copy protection mechanisms.

13. FORCE MAJEURE

If because of: an act of God; inevitable accident; fire; lockout, strike or other labor dispute; riot or civil commotion; act of public enemy; enactment, rule, order or act of any government or governmental instrumentality (whether federal, state, local or foreign); failure of technical facilities; failure or delay of transportation facilities; any or other cause of a similar or different nature not reasonably within Sony's or Company's control (a "Force Majeure Event"); Sony or Company, as the case may be, is materially hampered in the performance of its obligations hereunder, then, without limiting either party's rights, Sony or Company, as the case may be, shall have the option by giving a notice ("Suspension Notice") to the other party hereto suspending the Term for the duration of any such contingency solely in the region of the Territory affected by such Force Majeure Event. In the event the Force Majeure Event exceeds thirty (30) days, this Agreement may be terminated by written notice from either party hereto.

14. NOTICES

Except as specifically provided herein, all notices under this Agreement shall be in writing and shall be given by courier or other personal delivery or by registered or certified mail at the appropriate address below or at a substitute address designated by notice by the party concerned.

TO COMPANY: The address shown above.

TO PUBLISHER: 550 Madison Avenue
New York, New York 10022-3211
Attention: Senior Vice President, Business Affairs
and Administration

and

Sony Corporation of America
Law Department
550 Madison Avenue
New York, New York 10022-3211
Attention: Senior Vice President and General Counsel

Notices shall be deemed given when mailed or, if personally delivered, when so delivered, except that a notice of change of address shall be effective only from the date of its receipt.

15. LIMITATION OF LIABILITY

EXCEPT FOR CLAIMS UNDER ARTICLE 9 ABOVE, NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR FOR INTERRUPTED COMMUNICATIONS, LOST DATA, LOST PROFITS, LOST REVENUE OR LOST OPPORTUNITIES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF THAT PARTY HAS BEEN ADVISED OF (OR KNOWS OR SHOULD KNOW OF) THE POSSIBILITY OF SUCH DAMAGES.

16. MISCELLANEOUS

(a) This agreement contains the entire understanding of the parties relating to its subject matter. No change of this agreement will be binding upon either party unless it is made by an instrument signed by Company and by an officer of Publisher. A waiver by either party of any provision of this agreement in any instance shall not be deemed to waive it for the future. All remedies, rights, undertakings, obligations and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy right, undertaking, obligation or agreement of either party.

(b) No designation, approval, or consent provided for in this Agreement will be deemed given unless set forth in writing and signed by an authorized officer or representative of the party concerned.

(c) If any part of this Agreement, or the application thereof to any party, shall be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect the remainder of this Agreement, which shall continue in full force and effect, or the application of this Agreement to the remaining parties hereto.

(d) This agreement has been entered into in the State of New York, and the validity, interpretation and legal effect of this agreement 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), only, will have jurisdiction of any controversies regarding this agreement; any action or other proceeding which involves such a controversy will be brought in those courts, in New York County, and not elsewhere.

(e) The relationship of the parties is that of independent contractors and nothing in this Agreement shall render either party an agent of the other.

(f) The headings, subheadings, and other captions in this Agreement are for convenience and reference only and will not be used in interpreting, construing, or enforcing any of the terms of this Agreement. Each party acknowledges that it has had the opportunity to

review this Agreement with legal counsel of its choice, and there will be no presumption that ambiguities will be construed or interpreted against the drafter, and no presumptions made or inferences drawn because of the inclusion of a term not contained in a prior draft or the deletion of a term contained in a prior draft. The words "hereof," "herein," "hereunder" and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement.

(g) This Agreement will not become effective until executed and delivered by Publisher and Company.

SONY/ATV MUSIC PUBLISHING LLC

By: _____

Name: Jonas Kart

Title: VP, BA

Date: 1/31/05

REDACTED

EXHIBIT CO 0529

Document Category

Licenses

Song Code(s):

US Song Code(s)

Song Title(s): N/A

Composer(s): N/A

License Type (circle one): Mech., Synch, Print, Dual Disc - Other: RINGTONE

Recording Artist: N/A

Product Title: N/A

Licensee: REDACTED

Product Number: N/A

Description: Blanket Ringtone License Agreement w/ Schedule A

November 13, 2005 Agreement

BLANKET RINGTONE LICENSE AGREEMENT

This Ringtone license Agreement ("Agreement") is made and entered into as of November 13, 2003, by and between SONY/ATV MUSIC PUBLISHING LLC, a Delaware limited liability company, 550 Madison Avenue, New York, NY 10022 (hereinafter "Publisher") and REDACTED (hereinafter, "Company").

WHEREAS, Publisher controls the music publishing rights in and to certain Compositions (as defined below); and

WHEREAS, Company desires to obtain and Publisher desires to grant to Company a license to create, Sell (as defined below) and distribute Ringtones (as defined below) to End Users (as defined below), subject to the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto hereby agree as follows:

1. GRANT OF LICENSE

(a) Publisher hereby grants Company and Company Affiliates and Sublicensees a non-exclusive right and license throughout the Territory to do the following with respect to the Compositions: (i) to adapt and record, at Company's sole expense, up to thirty (30) seconds of each Composition and to create one or more Ringtones embodying each such Composition; provided, however, that no such adaptation shall change the basic melody or fundamental character of such Composition; (ii) to copy, reproduce and store Ringtones solely for the purpose of distributing them to End Users as permitted hereunder, and to distribute Ringtones to End Users by means of the Service; (iii) to authorize Sublicensees to copy, reproduce and store Ringtones solely for the purpose of distributing them to End Users as permitted hereunder, and to distribute Ringtones to End Users by means of the Service; (iv) to permit and to authorize Sublicensees to permit End Users to receive via the Service, and store Ringtones and to grant a perpetual end-user license to such End Users to use and exploit such Ringtone in connection with use of their Wireless Device; and (v) to use and to authorize Sublicensees to use the titles and names of writer(s)/composer(s) of those Compositions from which Ringtones have been created, solely as factual identifiers in listing Ringtones available to End Users.

(b) Notwithstanding anything to the contrary set forth herein, it is understood and agreed that no right is granted to Company hereunder to use any Composition in connection with any advertisement, commercial or in any printed form, including but limited to isolating or positioning a Ringtone in a way that could be construed as advertising or promoting any product or service, including any promotion of Company's products or services without Publisher's prior written consent.

(c) Notwithstanding anything to the contrary set forth herein, it is understood and agreed that no rights are granted to Company hereunder to do any of the following:

(i) to synchronize the Compositions in timed relation with any still, animated, or moving visual image of any nature to display the lyrics or musical notation of any Composition in any manner.

(d) All rights not specifically granted herein are reserved by Publisher. For the avoidance of doubt, you shall not have the right to publicly perform Ringtones by any means or for any purpose, including, without limitation, preview and demonstration purposes. Company is solely responsible for obtaining such performing rights licenses directly from the applicable performing rights society, including, without limitation, ASCAP, BMI, SESAC or any other applicable third party.

2. **COMPANY OBLIGATIONS**

(a) Company agrees to comply with any and all restrictions communicated to Company by Publisher relating to a specific Composition relative to Territory, name and likeness, use restrictions and any other restrictions to which Publisher may be contractually bound.

(b) In the event a Sony songwriter or licensor objects to the use of a particular musical composition on the Service, Company agrees to withdraw or remove all Ringtones embodying the musical composition concerned within forty-eight (48) hours after Sony notifies you of such objection. Sony agrees to treat Company and all of its Ringtone licensees in a similar manner with respect to any songwriter or licensor objections referenced in this section.

(c) In the event that Publisher shall request in writing that Company cease exploiting any Composition pursuant to the rights granted hereunder prior to the expiration of the Term, Company shall do so within ten (10) days after receiving notice of such request.

(d) At all times during the Term, the Ringtones shall be stored, hosted, secured, served and delivered in accordance with Company's security practices, which shall at a minimum provide a reasonable level of security for all Ringtones. If during the Term more advanced security technology becomes readily available in the marketplace and is generally adopted as an acceptable standard, Company shall store, host, secure, serve and deliver the Ringtones pursuant to such more advanced technology. If a breach of security occurs, or if Sony reasonably believes that a breach in security will occur in connection with the servers or network components used for the Ringtones, such that unauthorized access to the Ringtones is or may become available, then Company will immediately, but in no event later than within twenty-four (24) hours after notice from Sony, prevent access to the Ringtones, and Company's license rights hereunder will be suspended until such time as the security breach is cured to Sony's satisfaction. Company shall immediately report to and notify Sony in writing of all server breaches and all forms of "hacking" that expose the Ringtones to unauthorized access.

(e) Company shall be responsible for obtaining all rights necessary to publicly perform the Ringtones, as well as all costs associated therewith.

3. **TERM**

(a) The Term of this Agreement shall commence on the Effective Date and end on the date that is 12 months thereafter, unless earlier terminated by either party hereto as hereinafter set forth.

4. **ADVANCE**

(a) "Omitted Without Implication"

5. **LICENSE FEE**

(a) As full and sufficient consideration of the rights granted herein, Company shall pay Publisher the following:

(i) for each Sale of a Ringtone hereunder a license fee equal to the greater of: (A) of Company Revenue from such Sale; or (B) REDACTED , provided that with respect to any Ringtone containing any musical composition that is not wholly owned and/or controlled by Publisher in and throughout the Territory, the payment specified in this section 5(a)(i) shall be pro-rated in proportion to Publisher's ownership or administrative share of such musical composition as set forth on Schedule A; and

(ii) "Omitted Without Implication"

(b) If at any time during the Term hereof Company pays any royalty, advance, and/or other sums, or offers any other financial terms or economic benefits, for the same or equivalent rights as granted herein to any other publisher, administrator, licensor or owner of musical compositions, or to any agent of the same (including any music industry rights society) that is greater or more beneficial than the terms set forth herein, such more beneficial terms shall automatically be included herein and Company shall pay such royalty and provide such other financial terms to Publisher retroactively to the date on which such more favorable higher royalty and other sum(s) are accounted to such other publisher, administrator or owner.

6. **ROYALTY AND ROYALTY ACCOUNTINGS**

(a) Company shall render to Publisher true and detailed accounting statements, in electronic digital format, of all royalties payable hereunder no less often than forty-five (45) days following the end of each calendar quarter of the Term. The statements shall report all royalty bearing transactions on a Composition-by-Composition basis and country-by-country basis, including but not limited to reporting on each Composition by title, songwriter, the number of transmissions, downloads or deliveries of such Composition by Company and/or Sublicensee, and the resultant royalty payable hereunder by Company and/or Sublicensee. Each accounting statement shall be accompanied by payment to Publisher of all royalties due and shall be sent to Todd Ellis, Sony/ATV Music Publishing LLC, 8 Music Square West, Nashville, TN 37203 .

(b) All payments to Publisher shall be computed in the relevant local currency and remitted in United States dollars. Each conversion from another currency for the purpose of computing such payments shall be calculated at the rate of exchange, as published by the Wall Street Journal for major territory currencies, in effect on the date the statement concerned is rendered.

(c) Company shall maintain accurate and complete records and accounting books with regard to the licensing and exploitation of the Composition, including, without limitation, all information needed to compute and verify the amounts payable to Publisher hereunder. Publisher may audit such books and records. Upon no less than thirty (30) days' notice, Publisher may conduct such audit only during Company's normal business hours, and only at the place where Company keeps such books and records to be examined. Any audit shall be conducted at Publisher's sole expense, except that if any audit reveals an error resulting in underpayment to Publisher of five percent (5%) or more of the total amount accounted to Publisher during the accounting periods audit, Company shall pay to Publisher all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

7. **TERMINATION**

(a) If either party hereto fails to comply with any of the material terms or conditions of this Agreement (the "Defaulting Party"), the other party hereto ("Non-Defaulting Party") may (without prejudice to any other rights the Non-Defaulting Party may have) terminate this Agreement by giving the Defaulting Party thirty (30) days' prior written notice to cure its breach or default. If the Defaulting Party does not cure its breach or default within such thirty (30) day period, the Non-Defaulting Party may forthwith terminate this Agreement upon written notice to the Defaulting Party. Any notice of termination shall be effective as of such notice, but in no event sooner than three (3) business days after the Defaulting Party's receipt of such notice. Notwithstanding anything to the contrary, this Agreement will terminate automatically, without notice (if permitted under applicable law), if any of the following occurs:

(i) Company is dissolved or its assets are liquidated, or if Company becomes insolvent; or

(ii) a bankruptcy proceeding, for a reorganization or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Company or its assets.

(iii) ceases doing business in the ordinary course and/or there is a substantial diminution in the ability of Company to effectively carry on its business in general or any aspect thereof or the business of the Service in particular.

(b) The expiration or termination of this Agreement shall not relieve either party hereto of responsibility for obligations incurred prior to termination.

(c) Upon the expiration or termination of this Agreement, all rights of Company, Company Affiliates, or Sublicensees in and to the Compositions shall terminate except as otherwise provided herein.

(d) Anything to the contrary herein notwithstanding, the rights of End Users under section 1(a)(iv) shall survive any expiration or termination of this Agreement.

(e) The terms, provisions, representations, and warranties contained in this Agreement which are intended to survive the expiration or termination of this Agreement will so survive and continue in full force and effect until they are satisfied in full or by their nature expire.

8. **EXPERIMENTAL AGREEMENT**

This Agreement is being entered into on an experimental and non-prejudicial basis, shall apply for the Term hereof only, and shall not be binding upon or prejudicial to any position taken by Publisher or Company for any period subsequent to the Term of this Agreement, including but not limited to the negotiation of the renewal or extension of this Agreement.

9. **OWNERSHIP AND ARRANGEMENT OF COPIES**

(a) Any arrangement(s) or adaptations of a Composition which Company shall cause to be made in the creation of a Ringtone shall be made at Company's sole expense and shall be created only as the result of employment-for-hire, and such arrangement or adaptation shall be a "Work Made For Hire" for Company as such term is used in the United States copyright law. Promptly after Company's license rights under this Agreement expire or terminate, Company shall be deemed to have assigned to Publisher the copyright throughout the universe to each arrangement or adaptation of such Ringtones and all renewals and extensions of copyright therein. The arranger shall not be entitled to authorship credit or status as a collaborator or any remuneration by way of royalty or otherwise from the authors of such Composition or from Publisher or from any agent of Publisher.

(b) Notwithstanding the foregoing, Publisher hereby agrees never to use itself or license the use of the arrangements acquired pursuant to subparagraph 9(a) above to any third party, whether inside or outside the Territory or during or after the Term.

(c) Company shall enable five (5) designated employees of Publisher to freely and without charge or expense receive Ringtones as an End User of the Service to ensure Company's adherence with and to the terms and conditions of this Agreement. Publisher shall provide the name(s) of its designee(s) to Company in writing.

10. **WARRANTIES, REPRESENTATIONS AND INDEMNITIES**

(a) Publisher represents, warrants and agrees (solely with respect to its respective fractional interest set forth herein) that (i) it has the full right, power and authority to enter into this Agreement and to grant to Company all the rights hereunder on the terms and conditions set forth herein and it will not take any action which conflicts or is inconsistent with such ability, right and authority; and (ii) the use of the Compositions as contemplated hereunder shall not violate any intellectual property right of any third party and there are no actions, suits, proceedings, agreements or other impediments, actual or threatened, which would prevent or impair Publisher from performing its duties and obligations hereunder.

(b) Company warrants, represents and agrees that (i) Company and each Sublicensee has the right and power to enter into and fully perform this Agreement and Company and each Sublicensee is and shall continuously be a corporation in good standing in the jurisdiction of its incorporation; (ii) Company and each Sublicensee's principal place of business is located within the United Kingdom; (iii) Company and each Sublicensee shall track and maintain records of the countries in which each Ringtone is downloaded, transmitted, delivered or otherwise distributed;

(iv) upon written instruction from Publisher, neither Company nor any Sublicensee shall license or distribute any Ringtone or Composition to any third party that is engaged in piracy, illegal activities or other unauthorized use of the Composition, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor; and (v) Company and each Sublicensee has or will promptly obtain a license to publicly perform the Ringtone throughout the Territory from the applicable public performance licensing society or organization.

(c) (1) Publisher will indemnify and hold harmless Company from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorney's fees and costs) arising out of or incurred as a direct result of any breach by Publisher of any warranty, representation, agreement or undertaking made by Publisher in this Agreement; provided that the claim concerned has been settled or has resulted in a judgment against Company. Company shall provide Publisher with prompt notice of any such claim, and Publisher shall defend against any such claim through legal counsel selected by Publisher with Company's consent, which consent may not be unreasonably withheld. Company may participate in the defense of any such claim through counsel of Company's selection at Company's sole expense.

(2) Company will indemnify and hold harmless Publisher and Publisher's affiliates from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorney's fees and costs) arising out of or incurred as a direct result of any breach by Company of any warranty, representation, agreement or understanding made by Company in this Agreement; provided that the claim concerned has been settled or has resulted in a judgment against Publisher. Publisher shall provide Company with prompt notice of any such claim, and Company shall defend against any such claim through legal counsel selected by Company with Publisher's consent, which consent may not be unreasonably withheld . Publisher may participate in the defense of any such claim through counsel of Publisher's selection at Publisher's sole expense.

11. DEFINITIONS

(a) "Affiliate" means any legal entity that is controlled by, or under control with, a Party. For purposes of this definition "control" means the direct or indirect ownership of fifty percent (50%) or more of the shares or interests which are entitled to vote for the directors of an entity or the equivalent, for as long as such entitlement subsists, or which means equivalent power over management of an entity.

(b) "Compositions" means those musical works solely to the extent that they are owned and/or controlled by Publisher in and throughout the Territory which Publisher has approved for use by Company in the creation of Ringtone(s) as set forth on Schedule A, attached to and made a part hereof, as such Schedule A may be amended in writing from time to time as hereinafter provided. All requests by Company to amend Schedule A should be sent in writing to Todd Ellis, Sony/ATV Music Publishing LLC, 8 Music Square West, Nashville, TN 37203, todd_ellis@sonymusic.com.

(c) "End User" means any person within the Territory who receives a Ringtone or to whom a Ringtone is distributed and/or transmitted for the purpose of being written or otherwise stored in the memory of such End User's selected Wireless Device.

(d) "Company Revenue" means the (a) net monetary revenue received by, or due and owing to, Company, a Company Affiliate or a Company Sublicensee from the Sale of a Ringtone via the Service, calculated by using the Sale price of the Ringtone to an End User, as applicable, and (b) the reasonable value of goods, services or credits received by Company or a Company Affiliate from any source in lieu of cash payments for the exploitation of Ringtones licensed hereunder. "Net monetary revenue" means gross revenue, excluding value added, use, sales or other similar taxes to be collected for payment to the applicable taxing authority(ies), in connection with such Sale. For the avoidance of doubt, it is understood that if Company sublicenses any Ringtone to a Sublicensee, it is the Sale price of the Ringtone to the End User, and not any lesser sublicensing fee paid by the Sublicensee to Company, that shall determine the amount of Company Revenue payable pursuant to subsection 5(a)(i) hereunder.

(e) "Promotion" means a promotional offer, contest, give-away or any other distribution of a Ringtone for no consideration or consideration other than the then-current full retail price.

(f) "Ringtone" means an audible electronic code, whether or not a sound recording, embodying a performance of a pre-determined synthesized melodic fragment of a Composition (or the entire Composition), whether monophonic, polyphonic, midi, WAV, SMAF, AMR, MP3 or other formats created principally for the purpose of, but not solely limited to, causing a Wireless Device to play such fragment for use as an identifier or as an element of an identifier of an activity on such Wireless Device, such as the receipt of an incoming signal

(g) "Sale", "Sell" or "Sold" means any action whereby an End User in the Territory obtains from Company, a Company Affiliate or a Sublicensee a complete or useable copy of a Ringtone that is capable of being written or otherwise stored in the memory of a Wireless Device. For the avoidance of doubt, a Sale shall include any action described in the preceding sentence which occurs during a Promotion.

(h) "Service" means the provision of a Ringtone via a range of service channels, including, but not limited to, the Internet, cable, satellite, web, wireless application protocol (a/k/a WAP), wireless local area network (a/k/a WLAN), Bluetooth technology (infrared or other similar radio wave technology), wired connection from a local computer, short or smart messaging service (a/k/a SMS), subsequent corresponding technologies or any other form of distribution or transmission of Ringtones. For the avoidance of doubt, Ringtones shall not be installed on or delivered to Wireless Devices prior to the purchase of such Wireless Devices by End Users (i.e., they shall not be embedded into Wireless Devices prior to the purchase of such Wireless Devices by End Users).

(i) "Sublicensee(s)" shall mean those entities approved by Sony as set forth on Schedule B attached hereto. Additional Sublicensees may be added to Schedule B, subject to Sony's prior written approval. If no Schedule B is attached hereto, Company shall be deemed to have no Sublicensees and Company shall have no right to grant any rights hereunder to any other person or party.

(j) "Term" means the period specified in Article 3 herein.

(k) "Territory" means the United States of America and Canada.

(l) "Wireless Device" shall mean an electronic device typically designed to be used for, among other purposes, mobile voice and/or data communications, and includes, without limitation, wireless communication terminals, handsets, mobile phones, pagers, personal digital assistants and accessories which are capable of receiving a Ringtone.

12. ASSIGNMENT

Publisher may assign its rights under this Agreement in whole or in part to any subsidiary, affiliated or controlling corporation or company, to any Person owning or acquiring a substantial portion of the stock or assets of Publisher, or to any partnership or other venture in which Publisher participates, and such rights may be similarly assigned by any assignee. No such assignment shall relieve Publisher of any of Publisher's obligations hereunder. Company may assign its rights hereunder to any affiliate or any other person in connection with the sale or transfer of substantially all of its assets, provided, however, that Company shall not assign this agreement to a competitor of Publisher or to an entity engaged in the business of manufacturing, distributing and/or selling (i) blank or digital recording media for the purpose of facilitating the resale thereof, or (ii) products designed to circumvent copy protection mechanisms.

13. FORCE MAJEURE

If because of: an act of God; inevitable accident; fire; lockout, strike or other labor dispute; riot or civil commotion; act of public enemy; enactment, rule, order or act of any government or governmental instrumentality (whether federal, state, local or foreign); failure of technical facilities; failure or delay of transportation facilities; any or other cause of a similar or different nature not reasonably within Sony's or Company's control (a "Force Majeure Event"); Sony or Company, as the case may be, is materially hampered in the performance of its obligations hereunder, then, without limiting either party's rights, Sony or Company, as the case may be, shall have the option by giving a notice ("Suspension Notice") to the other party hereto suspending the Term for the duration of any such contingency solely in the region of the Territory affected by such Force Majeure Event. In the event the Force Majeure Event exceeds thirty (30) days, this Agreement may be terminated by written notice from either party hereto.

14. NOTICES

Except as specifically provided herein, all notices under this Agreement shall be in writing and shall be given by courier or other personal delivery or by registered or certified mail at the appropriate address below or at a substitute address designated by notice by the party concerned.

TO COMPANY: The address shown above.

TO PUBLISHER: 550 Madison Avenue
New York, New York 10022-3211
Attention: Senior Vice President, Business Affairs and Administration

and

Sony Music Entertainment Inc.
Law Department
550 Madison Avenue
New York, New York 10022-3211
Attention: Senior Vice President and General Counsel

Notices shall be deemed given when mailed or, if personally delivered, when so delivered, except that a notice of change of address shall be effective only from the date of its receipt.

15. LIMITATION OF LIABILITY

EXCEPT FOR CLAIMS UNDER ARTICLE 9 ABOVE, NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL ,CONSEQUENTIAL DAMAGES OR PUNITIVE DAMAGES, OR FOR INTERRUPTED COMMUNICATIONS, LOST DATA, LOST PROFITS, LOST REVENUE OR LOST OPPORTUNITIES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF THAT PARTY HAS BEEN ADVISED OF (OR KNOWS OR SHOULD KNOW OF) THE POSSIBILITY OF SUCH DAMAGES.

16. MISCELLANEOUS

(a) This agreement contains the entire understanding of the parties relating to its subject matter. No change of this agreement will be binding upon either party unless it is made by an instrument signed by Company and by an officer of Publisher. A waiver by either party of any provision of this agreement in any instance shall not be deemed to waive it for the future. All remedies, rights, undertakings, obligations and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy right, undertaking, obligation or agreement of either party.

(b) No designation, approval, or consent provided for in this Agreement will be deemed given unless set forth in writing and signed by an authorized officer or representative of the party concerned.

(c) If any part of this Agreement, or the application thereof to any party, shall be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect the remainder of this Agreement, which shall continue in full force and effect, or the application of this Agreement to the remaining parties hereto.

(d) This agreement has been entered into in the State of New York, and the validity, interpretation and legal effect of this agreement 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), only, will have jurisdiction of any controversies regarding this agreement; any action or other proceeding which involves such a controversy will be brought in those courts, in New York County, and not elsewhere.

(The remainder of this page has been intentionally left blank)

(e) The relationship of the parties is that of independent contractors and nothing in this Agreement shall render either party an agent of the other.

(f) The headings, subheadings, and other captions in this Agreement are for convenience and reference only and will not be used in interpreting, construing, or enforcing any of the terms of this Agreement. Each party acknowledges that it has had the opportunity to review this Agreement with legal counsel of its choice, and there will be no presumption that ambiguities will be construed or interpreted against the drafter, and no presumptions made or inferences drawn because of the inclusion of a term not contained in a prior draft or the deletion of a term contained in a prior draft. The words "hereof," "herein," "hereunder" and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement.

(g) This Agreement will not become effective until executed and delivered by Publisher and Company.

SONY/ATV MUSIC PUBLISHING LLC

By: _____

Name: _____

Title: _____

Date: _____

REDACTED

Schedule A

Approved Compositions

Composition	Writer	Imprint	%age owned by Sony
A Little Respect	Bell Martin	SONY MUSIC	100
Ain't It Funny	Lopez Rooney	SONY MUSIC	100
Ain't Nothing 'Bout You	Rivers Rutherford III / Tom Shapiro	SONY/ATV SONGS LLC. O/B/O ITSELF & WENONGA MUSIC (BMI) C/O SONY NASHVILLE	50
America	Neil Diamond	STONEBRIDGE MUSIC O/B/O ITSELF & SONY/ATV TUNES LLC. (ASCAP) C/O SONY NASHVILLE	100
Back In The Saddle	Perry Tyler	SONY MUSIC	100
Blue Eyes Crying In The Rain	Fred Rose	MILENE MUSIC INC. (ASCAP) C/O SONY/ACUFF ROSE	100
Can't buy me love	Lennon McCartney	SONY/ATV TUNES LLC/BEATLES	100
Crazy	Nelson	SONY MUSIC	100
DIVORCE	Braddock Putman	SONY MUSIC	100
Don't Go	Clarke	SONY MUSIC	100
Dream On	Tallarico	SONY MUSIC	100
Gambler	Schlitz	SONY MUSIC	100
Girls Just Wanna Have Fun	Hazard	SONY MUSIC	100
Gone Til November	Jean, Wyclef	Sony/ATV Tunes LLC / Huss-Zwingli Publishing Inc. (ASCAP) 100	100
Heartaches By The Number	Harlan Howard	SONY/ATV SONGS LLC. (BMI) C/O SONY NASHVILLE	100
Hey Jude	Lennon McCartney	SONY/ATV TUNES LLC/BEATLES	100
I'm So Lonesome I Could Cry	Hank Williams	ACUFF-ROSE MUSIC INC. (BMI) C/O SONY/ACUFF ROSE	60
Independent Women Part 1	Rooney,Mark/ Barnes,Samuel/ Olivier,Jean Claude / Knowles,Beyonce	Sony	100
It's a Sin	Tennant	Sony	100
Let it Be	Lennon McCartney	SONY/ATV TUNES LLC.	100
Like A Virgin	Kelly Steinberg	SONY TUNES INC	100
Muppet Show Theme	Henson; Pottle	Sony	100
Solo On Ti	Clarke/Iglesias	SONY/ ATV SONGS O/B/O SONY UK	93.75
Southern Cross	Stephen Stills / Michael Curtis / Richard Curtis	GOLD HILL MUSIC, INC. (BMI) C/O SONY MUSIC PUBLISHING	33.33
Survivor	Beyonce Knowles / Anthony Dent / Matthew Knowles	SONY/ATV TUNES LLC O/B/O ITSELF & BEYONCE PUBLISHING (ASCAP)	47
Take On Me	Furuholmen Harket Waaktaar	SONY/ATV SONGS	100
Tales from the Crypt	Elfman	Sony	100
Thunderbirds	B. Gray	Sony	100

Schedule B

Sublicensees

REDACTED

EXHIBIT CO 0530

Document Category

Licenses

Song Code(s):

US Song Code(s)

Song Title(s): N/A

Composer(s): N/A

License Type (circle one): Mech., Synch, Print, Dual Disc - Other: RINGTONE

Recording Artist: N/A

Product Title: N/A

Licensee: REDACTED

Product Number: N/A

Description: Blanket Ringtone License Agreement w/ Schedule A

November 13, 2005 Agreement

BLANKET RINGTONE LICENSE AGREEMENT

This ringtone license agreement (the "Agreement") is made and entered into as of November 13, 2005 (the "Effective Date"), by and between SONY/ATV MUSIC PUBLISHING LLC, a Delaware limited liability company, 550 Madison Avenue, New York, New York 10022 (hereinafter "Publisher" or "Sony") and REDACTED (hereinafter, "Company"), on the other.

WHEREAS, Publisher owns, controls and/or administers the rights in and to certain Compositions (as defined below) (the "Sony Catalog"); and

WHEREAS, Company desires to select certain Compositions from the Sony Catalog and incorporate them into Ringtones (as defined below), and Publisher desires to grant Company a license to so use the Compositions, subject to the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

1. GRANT OF RIGHTS/RESTRICTIONS/PROCEDURES

(a) Publisher hereby grants to Company a non-exclusive right and license throughout the Territory to do the following with respect to the Compositions in the Sony Catalog: (i) to adapt and record, at Company's sole expense, up to forty-five (45) seconds of each Composition in the Sony Catalog and to create one (1) or more Ringtones embodying each such Composition, and to authorize Approved Sublicensees to do the same; provided, however, that no such adaptation shall change the basic melody or fundamental character of any such Composition; (ii) to Sell and otherwise distribute Ringtones solely as permitted hereunder, and to authorize Approved Sublicensees to do the same; (iii) to copy, reproduce, store and transmit Ringtones solely to the extent necessary to exploit the Ringtones as specifically set forth herein, and to authorize Approved Sublicensees to do the same; (iv) to synchronize the Compositions in timed relation with still, animated, or moving visual images; (iv) to grant a perpetual license to each End User who lawfully receives Ringtones from a Service to use and exploit such Ringtones as permitted by the terms and conditions under which an End User is permitted to use the Ringtones concerned, and to authorize Approved Sublicensees to do the same; and (v) to use the titles of the Compositions embodied in Ringtones and the names of the writer(s)/composer(s) of such Compositions solely as factual identifiers when making Ringtones available to End Users on a Service, and to authorize Approved Sublicensees to do the same.

(b) Notwithstanding anything to the contrary set forth herein, the rights granted hereunder do not include the right to use the music or the lyrics of any Composition in connection with any advertisement or commercial or in any printed form, or to synchronize the Compositions in timed relation with any still, animated, or moving visual image of any nature. In addition, neither the music nor the lyrics of the Compositions shall be used or positioned in a manner that could be construed as an endorsement of, advertising or promotion for any product or service, including, without limitation, any product or service of Company, any or any Approved Sublicensee, without Publisher's prior written consent.

(c) All rights not specifically granted herein are reserved by Publisher. For the avoidance of doubt, the rights granted hereunder do not include the right to publicly perform Ringtones by any means or for any purpose, including, without limitation, preview or

demonstration purposes. Company is solely responsible for, and shall pay all costs associated with, obtaining such performing rights licenses directly from the applicable performing rights society, including, without limitation, ASCAP, BMI, SESAC or any other applicable third party.

(d) Attached hereto as Exhibit A is a list of Compositions from the Sony Catalog that Company desires to use in Ringtones as of the Effective Date. If at any time during the Term Company wishes to amend Schedule A to include additional Compositions, Company shall provide Publisher with written notice of its desire to amend Schedule A and include the titles of the additional Compositions. Company shall not use any such Compositions until Company receives written notice from Publisher confirming that such additional Compositions may be used and setting forth the relative ownership and/or income interests of the copyright proprietors of each Composition concerned. All requests by Company to amend Schedule A shall be sent in writing to Todd Ellis, Licensing Manager, Sony/ATV Music Publishing LLC, 8 Music Square West, Nashville, TN 37203. todd_ellis@sonymusic.com.

2. COMPANY OBLIGATIONS

(a) Company agrees to comply with any and all restrictions communicated to Company by Publisher relating to a specific Composition relative to Territory, name and likeness, use restrictions and any other restrictions to which Publisher may be subject.

(b) Publisher may request in writing that Company and each Approved Sublicensee cease exploiting any Composition hereunder, for any reason or no reason at all. For the avoidance of doubt, it is understood that all third party licensees shall be treated equally with respect to the foregoing provision. Company shall terminate its use and exploitation of the specified Compositions within ten (10) days after receiving notice of such request from Publisher.

(c) At all times during the Term, the Ringtones shall be stored, hosted, secured, served and delivered in accordance with Company's security practices, which shall at a minimum provide a reasonable level of security for all Ringtones hereunder. If during the Term more advanced security technology becomes readily available in the marketplace and is generally adopted as an acceptable standard, Company shall store, host, secure, serve and deliver the Ringtones pursuant to such more advanced technology. If a breach of security occurs, or if Publisher reasonably believes that a breach in security will occur in connection with the servers or network components used for the Ringtones, such that unauthorized access to the Ringtones is or may become available, then Company will immediately, but in no event later than within twenty-four (24) hours after notice from Publisher, prevent access to the Ringtones, and Company's license rights hereunder will be suspended until such time as the security breach is cured to Publisher's satisfaction. Company shall immediately report to and notify Sony in writing of all server breaches and all forms of "hacking" that expose the Ringtones to unauthorized access.

(d) Company shall, at Publisher's request, enable five (5) designees of Publisher to freely and without charge or expense to Publisher receive Ringtones as an End User of the Service for the purpose of evaluating the quality of the Ringtones concerned and ensuring Company's adherence to the terms and conditions of this Agreement. Publisher shall provide the names of its designee(s) to Company in writing promptly after Publisher makes such request.

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3. TERM

The Term of this Agreement shall commence on the Effective Date and end on the date that is twelve (12) months thereafter, unless earlier terminated by either party hereto as hereinafter set forth.

4. ADVANCE

Omitted Without Implication.

5. RINGTONE LCENSE FEES

As full and sufficient consideration of the rights granted herein, Company shall pay Publisher the following:

(a) Ringtone License Fees.

(i) For each Sale of a Ringtone embodying a Composition hereunder, a license fee equal to the greater of: (i) REDACTED of Company Revenue from such Sale; or (ii) REDACTED (the "Standard License Fee"), provided that with respect to any Ringtone containing any Composition that is not wholly owned and/or controlled by Publisher in and throughout the Territory, the payment specified in this section 5(a)(i) shall be pro-rated in proportion to Publisher's ownership or administrative share of such musical composition as set forth on Schedule A attached hereto. For the avoidance of doubt, if more than one Ringtone is created using the same Composition, Company shall pay a Standard License Fee in respect of each such Ringtone; and

(b) Fixation Fees.

(i) Omitted without implication

(c) If at any time during the Term hereof Company pays any license fee, royalty, advance, and/or other monies, or offers any other financial terms or economic benefits (collectively, the "Remuneration"), for the same or equivalent rights as granted herein to any other publisher, administrator, licensor or owner of musical compositions, or to any agent of the same (including any music industry rights society) that is greater or more beneficial than the terms set forth herein, such more favorable Remuneration shall automatically be included herein and Company shall pay and/or provide such more favorable Remuneration to Publisher retroactively to the date on which such more favorable Remuneration is granted to such other publisher, administrator or owner.

6. PAYMENTS AND ACCOUNTINGS

(a) Company shall compute and pay an amount equal to the applicable Ringtone License Fees and any other payments accrued hereunder no less than forty-five (45) days after the end of each calendar quarter of the Term, in respect of each such calendar quarterly period. In connection with each calendar quarterly accounting period, Company shall also send an accounting statement (the "Ringtone License") covering the calculation and determination of the Ringtone License Fees, including the following: (i) the title of the Composition embodied in each Ringtone Sold or otherwise distributed; (ii) the writer(s)/composer(s) of the Composition concerned; (iii) the number of Sales, transmissions, downloads, streams, performances or other deliveries of each Composition concerned made by Company and each Approved Sublicensee; (iv) the retail price charged by Company and each Approved Sublicensee in connection with the Ringtone concerned; (v) the Net Monetary Revenue received by Company each Approved Sublicensee in connection with the Ringtone concerned; (vi) the period during which the Sale, transmission, download, stream, performance or other delivery of the Ringtone concerned occurred; (vii) the Ringtone License Fee payable in respect of each Composition; (viii) all other information reasonably necessary to support all calculations of the amounts paid and which may be due; and (ix) the amount of all such fees and payments which are due for the quarterly period concerned. The information set forth in the preceding sentence shall be separately reflected for Company and each Approved Sublicensee for each region of the Territory.

(b) All payments to Publisher shall be computed in the relevant local currency and remitted in United States dollars. Each conversion from another currency for the purpose of computing such payments shall be calculated at the rate of exchange, as published by *The Wall Street Journal*, for major territory currencies, in effect on the date the statement concerned is rendered.

(c) Company shall pay interest at the rate of one percent (1.0%) per month, or the maximum rate permitted by law, whichever is less, from the date past due, on any Ringtone License Fees or Fixation Fees not paid within forty-five (45) days following the quarterly accounting period as provided herein, without prejudice to any other rights Sony may have in connection with such delinquency.

(d) Company shall maintain accurate and complete records and accounting books with regard to the licensing and exploitation of the Compositions embodied in the Ringtones, including, without limitation, all information needed to compute and verify the amounts payable to Publisher hereunder. During the Term, but not later than the date that is five (5) years following the termination or expiration of the Term, upon reasonable advance written notice, and at Sony's sole cost and expense (subject to the last sentence of this subparagraph 6(e)), Publisher will have the right to examine, or appoint a third party auditor to examine, those books and records at any time during Company's normal business hours at the place where such books and records are normally maintained; provided, however, that Sony shall be permitted to make such examination only one (1) time during any five (5) year period in connection with a particular Ringtone License Fee Report, as the case may be. Company will reasonably cooperate with Publisher's representatives to insure compliance with the foregoing. In the event an examination of Company's books and records reveals a deficiency in payments paid to Publisher of five percent (5%) or more of the total amount accounted to Publisher during the period of the audit, Company shall pay all reasonable out-of-pocket expenses related to the performance of such examination, including, without limitation, travel expenses, hotel expenses and per diems, together with the underpayment and interest as provided herein.

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(e) For a period of five (5) years following the last day of the Term, Company shall retain all transaction data reasonably necessary for Publisher and Company to determine and verify all amounts due or payable hereunder and for accounting purposes.

6A. TAXES

Company and each Approved Sublicensee shall have the sole responsibility for collection and remittance to the appropriate taxing authorities taxes that may be imposed on sales of Ringtones by Company and each Approved Sublicensee to End Users. Taxes include sales, use, excise, gross receipts or other similar taxes. Each party hereto shall be responsible for taxes based on its own net income.

7. EXPERIMENTAL AGREEMENT

This Agreement is being entered into on an experimental and non-prejudicial basis, shall apply for the Term hereof only, and shall not be binding upon or prejudicial to any position taken by Publisher or Company for any period subsequent to the Term of this Agreement, including but not limited to the negotiation of the renewal or extension of this Agreement.

8. OWNERSHIP AND ARRANGEMENT OF COPIES

(a) Any arrangement(s) or adaptations of a Composition which Company shall cause to be made in the creation of a Ringtone shall be made at Company's sole expense and shall be created only as the result of employment-for-hire, and such arrangement or adaptation shall be a "Work Made For Hire" for Company as such term is used in the United States copyright law. Promptly after the rights granted to Company hereunder expire or terminate, Company shall be deemed to have assigned to Publisher the copyright throughout the universe to each arrangement or adaptation of such Ringtones and all renewals and extensions of copyright therein, and Company shall execute all documents reasonably necessary to evidence the assignment thereof. The arranger shall not be entitled to authorship credit or status as a collaborator or any remuneration by way of royalty or otherwise from the authors of such Composition or from Publisher or from any agent of Publisher.

(b) Notwithstanding the foregoing, Publisher hereby agrees never to use itself or license the use of the arrangements acquired pursuant to subparagraph 8(a) above to any third party, whether inside or outside the Territory or during or after the Term.

9. WARRANTIES, REPRESENTATIONS AND INDEMNITIES

(a) Publisher represents, warrants and agrees (solely with respect to its respective fractional interest in the Compositions as set forth on Schedule A attached hereto) that (i) it has the full right, power and authority to enter into this Agreement and to grant to Company all the rights hereunder on the terms and conditions set forth herein and it will not take any action which conflicts or is inconsistent with such ability, right and authority; and (ii) the use of the Compositions as contemplated hereunder shall not violate any intellectual property right of any third party and there are no actions, suits, proceedings, agreements or other impediments, actual or threatened, which would prevent or impair Publisher from performing its duties and obligations hereunder.

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(b) Company warrants, represents and agrees that (i) Company has the right and power to enter into and fully perform this Agreement and Company and each Approved Sublicensee is and shall continuously be a corporation in good standing in the jurisdiction of its incorporation; (ii) Company's and each Approved Sublicensee's principal place of business is located within the United States of America; (iii) Company and each Approved Sublicensee shall track and maintain records of the countries in which each Ringtone is downloaded, transmitted, delivered or otherwise distributed; (iv) upon written instruction from Publisher, Company and Approved Sublicensee shall not license or distribute any Ringtone or Composition to any third party that is engaged in piracy, illegal activities or other unauthorized uses of the Composition, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor; (v) Company and each Approved Sublicensee has or will promptly obtain from the applicable public performance licensing society or organization a license to publicly perform the Ringtones throughout the Territory; (vi) Company and each Approved Sublicensee will not, and shall not authorize any person or entity to change the basic melody or fundamental character of any Composition; (vii) Company and each Approved Sublicensee will not cause, through its actions and/or omissions, any and all so-called "viruses," "worms" and/or "destructive codes" (as those terms are commonly understood in the United States computer industry) to be embodied in any Ringtones; (viii) Ringtones shall be made available by Company and Approved Sublicensees exclusively to authorized End Users; and (ix) Ringtones will not be offered in a manner that could be construed by a reasonable person as an endorsement or sponsorship of any product, service, person or entity, as a so-called "commercial tie-up" or "commercial tie-in" or any similar use, directly or indirectly, in whole or in part.

You warrant and represent that you shall cause all Approved Sublicensees and other persons or entities providing services in connection with the Ringtones embodying Compositions hereunder to abide by the terms and conditions of this Agreement, and any breaches by such persons or entities shall be deemed breaches by Company, including, without limitation, for purposes of indemnification under section 10(d)(1).

(c) (1) Publisher shall indemnify and hold harmless Company from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorney's fees and costs) arising out of or incurred as a direct result of any breach by Publisher of any warranty, representation, agreement or undertaking made by Publisher in this Agreement (individually and collectively, "Publisher Claims");

(2) In the event of any Publisher Claim: (i) Company shall notify Publisher of the Publisher Claim concerned promptly following the date that Company becomes aware of it; (ii) Publisher shall defend against the Publisher Claim concerned (at Publisher's own expense) through legal counsel selected by Publisher; and (iii) each party shall reasonably cooperate with the other in the defense of the Publisher Claim concerned. Publisher may not settle a Publisher Claim without Company's prior written consent, which consent shall not be unreasonably withheld or delayed. Publisher shall be solely responsible for the amount of any settlement or judgment for such Publisher Claim and all legal expenses and counsel fees incurred by Publisher in connection therewith. Company shall have the right at all times to actively participate in the defense of any Publisher Claim and to employ legal counsel selected by Company at Company's own expense, it being understood that Publisher shall have the right at all times, in Publisher's sole discretion, to maintain control of the conduct of the defense.

(d) (1) Company shall indemnify and hold harmless Publisher and Publisher's affiliates from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorney's fees and costs) arising out of or incurred as a direct result of

(i) any breach by Company of any warranty, representation, agreement or understanding made by Company in this Agreement; and (ii) any claims that result from any use of the Compositions by Company that are not expressly authorized by this Agreement; (individually and collectively, "Company Claims").

(2) In the event of any Company Claim: (i) Publisher shall notify Company of the Company Claim concerned promptly following the date that Publisher becomes aware of it; (ii) Company shall defend against the Company Claim concerned (at Company's own expense) through legal counsel selected by Company; and (iii) each party shall reasonably cooperate with the other in the defense of the Company Claim concerned. Company may not settle a Company Claim without Publisher's prior written consent, which consent shall not be unreasonably withheld or delayed. Company shall be solely responsible for the amount of any settlement or judgment for such Company Claim and all legal expenses and counsel fees incurred by Company in connection therewith. Publisher shall have the right at all times to actively participate in the defense of any Company Claim and to employ legal counsel selected by Publisher at Publisher's own expense, it being understood that Company shall have the right at all times, in Company's sole discretion, to maintain control of the conduct of the defense.

10. TERMINATION

(a) If either party hereto fails to comply with any of the material terms or conditions of this Agreement (the "Defaulting Party"), the other party hereto (the "Non-Defaulting Party") may (without prejudice to any other rights the Non-Defaulting Party may have) terminate this Agreement by giving the Defaulting Party thirty (30) days' prior written notice to cure its breach or default. If the Defaulting Party does not cure its breach or default within such thirty (30) day period, the Non-Defaulting Party may forthwith terminate this Agreement upon written notice to the Defaulting Party. Any notice of termination shall be effective as of the date of such notice, but in no event sooner than three (3) business days after the Defaulting Party's receipt of such notice. Notwithstanding anything to the contrary, this Agreement will terminate automatically, without notice (if permitted under applicable law), if any of the following occurs:

(i) Company is dissolved or its assets are liquidated, or if Company becomes insolvent; or

(ii) A bankruptcy proceeding for a reorganization or for other relief from the claims of creditors, or any similar proceeding takes place with respect to Company or its assets.

(iii) Company ceases doing business in the ordinary course and/or there is a substantial diminution in the ability of Company to effectively carry on its business in general or any aspect thereof or the business of a Service in particular.

(iv) Company breaches any of Company's material representations, warranties, covenants or obligations hereunder, or Company fails to fulfill its material obligations hereunder; provided, however, that such breach is not cured within twenty (20) days from Company's receipt of Sony's notice of such breach.

(v) Company fails to timely make payments required hereunder or render any information or documents required to be furnished or otherwise

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made available to Publisher as and when required hereunder; provided, however, that with respect to any such breach Company shall have a period of five (5) days from its receipt of Publisher's notice of such breach in which to cure said breach.

(vi) Company uses a Composition in a Ringtone without first notifying Publisher in writing of the title of the Composition concerned and receiving approval for the use of such Compositions from Publisher.

(i) Company licenses the rights hereunder to a third party that is not an Approved Sublicensee as set forth herein.

(b) The expiration or termination of this Agreement shall not relieve either party hereto of responsibility for obligations incurred prior to termination.

(c) Upon the expiration or termination of this Agreement, all rights of Company, and Approved Sublicensees in and to the Compositions shall terminate except as otherwise provided herein, Company shall remove, return or destroy all Ringtones embodying the Compositions hereunder, and Company shall pay all monies then due or to become due to Sony pursuant to paragraph 5 hereof.

(d) Anything to the contrary herein notwithstanding, the rights of End Users in respect of Ringtones lawfully obtained under section 1(a)(iv) hereof shall survive any expiration or termination of this Agreement.

(e) The terms, provisions, representations, and warranties contained in this Agreement which are intended to survive the expiration or termination of this Agreement will so survive and continue in full force and effect until they are satisfied in full or by their nature expire.

11. DEFINITIONS

(a) Intentionally Omitted Without Implication.

(b) "Approved Sublicensee(s)" shall mean those entities approved by Publisher as set forth on Schedule B attached hereto. Additional third parties may be added to Schedule B, subject to Sony's prior written approval. If no Schedule B is attached hereto, Company shall be deemed to have no Approved Sublicensees and Company shall have no right to grant the rights granted herein to any third party. For the avoidance of doubt, Approved Sublicensees shall not have the right to license the rights granted to them by you hereunder.

(c) "Compositions" means those musical works, solely to the extent that they are owned and/or controlled by Publisher in and throughout the Territory, which Publisher has approved for use by Company in the creation of Ringtone(s) as set forth on Schedule A, attached to and made a part hereof, as such Schedule A may be amended in writing from time to time as hereinafter provided.

(d) "End User" means any person within the Territory who receives a Ringtone or to whom a Ringtone is distributed and/or transmitted for the purpose of being written or otherwise stored in the memory of such End User's selected Wireless Device.

(e) "Company Revenue" means (a) the Net Monetary Revenue received by, or due and owing to, Company and each Approved Sublicensee from the Sale by Company and each Approved Sublicensee, as applicable, of a Ringtone via a Service, calculated by using the Sale price of the Ringtone concerned charged by Company and each Approved Sublicensee, as applicable, to an End User; and (b) the reasonable value of goods, services or credits received by Company and each Approved Sublicensee from any source in lieu of cash payments for the exploitation of Ringtones licensed hereunder. For the avoidance of doubt, if Company sublicenses any Ringtone to an Approved Sublicensee, it is the Sale price of the Ringtone to the End User charged by the Approved Sublicensee concerned, and not any lesser sublicensing fee paid by the Approved Sublicensee to Company, that shall be used as a basis to determine Company Revenue. "Net Monetary Revenue" means gross revenue, excluding value added, use, sales or other similar taxes to be collected for payment to the applicable taxing authority(ies), but excluding, for the avoidance of doubt, rebates, in connection with such Sale.

(f) "Ringtone" means an audible electronic code, whether or not such code embodies a sound recording, embodying a performance of a pre-determined synthesized melodic fragment of a Composition, whether monophonic, polyphonic, midi, WAV, SMAF, AMR, MP3 or other formats created for the purpose of causing a Wireless Device to play such fragment for use as an identifier or as an element of an identifier of an activity on such Wireless Device, such as the receipt of an incoming signal.

(i) "Master Ringtone" shall mean a Ringtone consisting of a compressed audio file of an excerpt of a master recording of a Composition.

(ii) "Monophonic Ringtone" shall mean a Ringtone in the MIDI format consisting of a single melodic voice.

(iii) "Polyphonic Ringtone" shall mean a Ringtone in the MIDI format consisting of multiple melodic voices.

For the avoidance of doubt, the right to create Animated Ringtones is specifically excluded from this Agreement.

(g) "Sale", "Sell" or "Sold" means any action whereby an End User in the Territory obtains from Company or an Approved Sublicensee a complete or useable copy of a Ringtone that is capable of being written or otherwise stored in the memory of a Wireless Device. For the avoidance of doubt, a Sale shall include any action described in the preceding sentence which occurs during a promotion, contest, give-away or any other distribution of a Ringtone for no consideration or consideration other than the then-current full retail price. For the avoidance of doubt, Ringtones shall not be installed on or delivered to Wireless Devices prior to the purchase of such Wireless Devices by End Users (i.e., they shall not be embedded into Wireless Devices prior to the purchase of such Wireless Devices by End Users).

(h) "Service" means the provision of a Ringtone via a range of service channels, including, but not limited to, the Internet, cable, satellite, web, wireless application protocol (a/k/a WAP), wireless local area network (a/k/a WLAN), Bluetooth technology (infrared or other similar radio wave technology), wired connection from a local computer, short or smart messaging service (a/k/a SMS), subsequent corresponding technologies or any other form of distribution or transmission of Ringtones.

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(i) "Term" means the period specified in Article 3 herein.

(j) "Territory" means the United States of America.

(k) "Wireless Device" shall mean an electronic device typically designed to be used for, among other purposes, mobile voice and/or data communications, and includes, without limitation, wireless communication terminals, handsets, mobile phones, pagers, personal digital assistants and accessories which are capable of receiving a Ringtone.

12. ASSIGNMENT

Publisher may assign its rights under this Agreement in whole or in part to any subsidiary, affiliated or controlling corporation or company, to any Person owning or acquiring a substantial portion of the stock or assets of Publisher, or to any partnership or other venture in which Publisher participates, and such rights may be similarly assigned by any assignee. No such assignment shall relieve Publisher of any of Publisher's obligations hereunder. Company may assign its rights hereunder to any affiliate or any other person in connection with the sale or transfer of substantially all of its assets, provided, however, that Company shall not assign this agreement to a competitor of Publisher or to an entity engaged in the business of manufacturing, distributing and/or selling (i) blank or digital recording media for the purpose of facilitating the resale thereof, or (ii) products designed to circumvent copy protection mechanisms.

13. FORCE MAJEURE

If because of: an act of God; inevitable accident; fire; lockout, strike or other labor dispute; riot or civil commotion; act of public enemy; enactment, rule, order or act of any government or governmental instrumentality (whether federal, state, local or foreign); failure of technical facilities; failure or delay of transportation facilities; any or other cause of a similar or different nature not reasonably within Sony's or Company's control (a "Force Majeure Event"); Sony or Company, as the case may be, is materially hampered in the performance of its obligations hereunder, then, without limiting either party's rights, Sony or Company, as the case may be, shall have the option by giving a notice ("Suspension Notice") to the other party hereto suspending the Term for the duration of any such contingency solely in the region of the Territory affected by such Force Majeure Event. In the event the Force Majeure Event exceeds thirty (30) days, this Agreement may be terminated by written notice from either party hereto.

14. NOTICES

Except as specifically provided herein, all notices under this Agreement shall be in writing and shall be given by courier or other personal delivery or by registered or certified mail at the appropriate address below or at a substitute address designated by notice by the party concerned.

TO COMPANY: The address shown above.

TO PUBLISHER: 550 Madison Avenue
New York, New York 10022-3211
Attention: Senior Vice President, Business Affairs and Administration

and

Sony Corporation of America
Law Department
550 Madison Avenue
New York, New York 10022-3211
Attention: Senior Vice President and General Counsel

Notices shall be deemed given when mailed or, if personally delivered, when so delivered, except that a notice of change of address shall be effective only from the date of its receipt.

15. LIMITATION OF LIABILITY

EXCEPT FOR CLAIMS UNDER ARTICLE 9 ABOVE, NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR FOR INTERRUPTED COMMUNICATIONS, LOST DATA, LOST PROFITS, LOST REVENUE OR LOST OPPORTUNITIES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF THAT PARTY HAS BEEN ADVISED OF (OR KNOWS OR SHOULD KNOW OF) THE POSSIBILITY OF SUCH DAMAGES.

16. MISCELLANEOUS

(a) This agreement contains the entire understanding of the parties relating to its subject matter. No change of this agreement will be binding upon either party unless it is made by an instrument signed by Company and by an officer of Publisher. A waiver by either party of any provision of this agreement in any instance shall not be deemed to waive it for the future. All remedies, rights, undertakings, obligations and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy right, undertaking, obligation or agreement of either party.

(b) No designation, approval, or consent provided for in this Agreement will be deemed given unless set forth in writing and signed by an authorized officer or representative of the party concerned.

(c) If any part of this Agreement, or the application thereof to any party, shall be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect the remainder of this Agreement, which shall continue in full force and effect, or the application of this Agreement to the remaining parties hereto.

(d) This agreement has been entered into in the State of New York, and the validity, interpretation and legal effect of this agreement 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), only, will have jurisdiction of any controversies regarding this agreement; any action or other proceeding which involves such a controversy will be brought in those courts, in New York County, and not elsewhere.

(e) The relationship of the parties is that of independent contractors and nothing in this Agreement shall render either party an agent of the other.

(f) The headings, subheadings, and other captions in this Agreement are for convenience and reference only and will not be used in interpreting, construing, or enforcing any of the terms of this Agreement. Each party acknowledges that it has had the opportunity to

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review this Agreement with legal counsel of its choice, and there will be no presumption that ambiguities will be construed or interpreted against the drafter, and no presumptions made or inferences drawn because of the inclusion of a term not contained in a prior draft or the deletion of a term contained in a prior draft. The words "hereof," "herein," "hereunder" and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement.

(g) This Agreement will not become effective until executed and delivered by Publisher and Company.

SONY/ATV MUSIC PUBLISHING LLC

By: _____

Name: James Kaul

Title: VP, A&R

Date: 1/31/06

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Title	Artist	Writer/s	US % Collected	US % Licensed	Territory	Co-Publisher
A Little Respect	Erasure	Bell/Clarke	100.00%	100.00%	World Wide	
A Love Before Time (Crouching Tiger Hidden Dragon Theme)	Theme	Calandrelli / Dun	100.00%	100.00%	Worldwide	
A Puro Dolor	Son By 4	Omar Alfanno	100%	100%	World Wide	
A Year At A Time	Kevin Denny	Wilson/Demarcus	100.00%	100.00%	World Wide	
Absolutely Fabulous	Pet Shop Boys	Tennant/Lowe	100.00%	100.00%	World Wide	Sony ATV Music Publishing (UK) Limited 100%, Cage Music Limited 0%
Across The Universe	Beatles	Lennon/McCartney	66.67%Sony, 33.33% EMI	100.00%	World Wide	
Ain't It Funny	Jennifer Lopez	Rooney / Lopez	100.00%	100.00%	Worldwide	
Ain't Nothin Wrong	Houston	Edmonds/Dixon/Thomas/Dawkins/Mason Jr	17.50%	17.50%	World Wide	EMI Music Inc 17.50%, BMG Music 17.50%, EMI April Music Inc 17.5%, Underdog Music 30%, Sony 8.75", ECAF Music 8.75"
Algo Tienes	Paulina Rubio	Rodriguez / Benito	50%	50%	World Wide	
All Falls Down	Kayne West	Hill/West	100.00%	100%	World Wide	
All I Want For Christmas Is You	Mariah Carey	Carey/Afanasieff	50.00%	50.00%	World Wide	
All Jacked Up	Gretchen Wilson	Wilson/McGehee/Rich	33.34%	33.34%	World Wide	
All My Lovin	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	SONY CONTROL WORLD EX FRANCE, BELGIUM, LUXEMBOURG WHERE MCA FRANCE CONTROLS FOR LIFE OF COPYRIGHT	
All You Need Is Love	Beatles	Lennon John/Mc Cartney Paul	66.67%Sony, 33.33% EMI	100.00%	World Wide	
AMAR SIN SER AMADO	Thalia	Roberto Livi / Rafael Ferro	100%	100%	World Wide	
Ana's Song	Silverchair	Johns / Gillies	100.00%	100.00%	World Wide	
And Our Feelings	Babyface	Edmonds/Simmons	65.00%	65.00%	World Wide	
Apiadate De Mi	Victor Manuelle	Omar Alfanno	100%	100%	World Wide	
As Good as I Once Was	Toby Keith	Emerick/Keith	50.00%	50%	World Wide	Tokeco Tunes 50%
Atado A Tu Amor	Chayanne	Estefano	100%	100%	World Wide	
Azucar Amargo	Fey	Ablanedo / Boradoni	100%	100%	World Wide	
Back In The USSR	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide	
Back Seat	LL Cool J	Smith/Jones	43.75%	43.75%	World Wide	Sony/ATV Tunes LLC 21.87%, LL Cool J Music 21.88%, Def Jam Music 14.55%, Windswept Pacific Songs 41.67%
Back When	Tim McGraw	Lynch, Stevens, Smith	33.34%	33.34%	World Wide	
Bajo El Arcoiris	Fey	Ablanedo / Boradoni	100%	100%	World Wide	
Bandida	Elvis Crespo	Elvis Crespo	100%	100%	World Wide	
Be As You Are	Kenny Chesney	Chesney, Dillon	100.00%	100.00%	World Wide	
Beer For My Horses	Toby Keith/Willie Nelson	Emerick/Keith	50.00%	50.00%	World Wide	Tokeco Songs 50%
Believe	Brooks & Dunn	Dunn/Wiseman	50.00%	50.00%	World Wide	
Bella Flor	Elvis Crespo	Elvis Crespo	100%	100%	World Wide	
Big Blue Note	Toby Keith	Keith/Emerick	50%	50%	World Wide	
Big Chips	Jay Z & R Kelly	R. Kelly/S. Carter/J.C.Olivier, S.J. Barnes/	splits are pending			
Bigger Than My Body	John Mayer	Mayer	100.00%	100.00%	World Wide	
Bills, Bills, Bills	Destiny's Child	Knowles, Beyonce G.	Sony/ATV Tunes LLC o/b/o Beyonce Publishing, Kelendria Music Publishing & Hetoya Music Publishing/Sony/ATV Tunes (ASCAP) 10%	10.00%	World Wide	EMI Spirit Music, Inc. 20% Windswept Publishing 70%
Birthday	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide	
Bitches Ain't Shit	Dr. Dre	Young/Broadus/Curry/Arnaud/Brown	62.50%	62.50%	World Wide	
Blackbird	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide	
Bonnie and Shyne	Shyne	Thompson, David, Levy, Barrow, Gassion, Guglielmi	20.00%	20.00%	World Wide	
Brave	Nichole Nordeman	Nordeman/Joyce	20.00%	20.00%	World Wide	
Brick	Ben Folds Five	Folds/Jessee	100.00%	100.00%	World Wide	
Bring Me Down	Miranda Lambert	Miranda/Howard	50.00%	50.00%	World Wide	Publisher Unknown
Building A Mystery	Sarah McLachlan	Sarah McLachlin	100.00%	100.00%	World X Canada	
B.Y.O.B.	System Of A Down	Malakian/Tankian/Dolmayan/Odadjian	100.00%	100.00%	World Wide	
Call and Answer	Barenaked Ladies	Duffy/Page	Sony ATV Tunes obo Sony Uk 50% /Treat Baker Music	50.00%	Worldwide	
Candela	Noelia	Estefano	100%	100%	World Wide	
Candida	Levine/Wine	Tony Orlando & Dawn	Sony/Lestrada 55%	55.00%	World Wide	
(Can't Believe) This Is Me	J-Lo		splits are pending			
Care De Niño	Jerry Rivera	Robert Velez	100%	100%	World Wide	
Cater 2 U	Destiny's Child	Knowles/Rowland/Walker/Rude/Williams/Jenkins	splits are pending			
Cheatin'	Sara Evans	James/Schlitz	50.00%	50.00%	World Wide	
Check On It	Beyonce feat. Slim Thug	Knowles/Dean/Garrett/Thomas/	25.00%	25.00%	World Wide	
Cherry Pie	J-Lo	Rooney, Kelly, Robinson, Lopez	25.00%	25.00%	World	
CIEGA, SORDOMUDA	Shakira	Estefano/Mebarak	75%	75%	World Wide	
Cielo Liquido	Fey	Jose R. Florez / Boradoni	100%	100%	World Wide	
Class Reunion (That Used To Be Us)	Lonestar	McDonald/Myers/Trimmer	33.34%	33.34%	World Wide	
Come A Little Closer	Dierks Bently	Bently / Beavers	100.00%	100.00%	World Wide	
Como Baila	Grupo Mania	Oscar Serrano	100%	100%	World Wide	
Contra La Corriente	Marc Anthony	Omar Alfanno	100%	100%	World Wide	

Title	Artist	Writer/s	US % Collected	US % Licensed	Territory	Co-publisher %
DESEOS DE COSAS IMPOSIBLES		Alvaro Fuentes Ibarz, Hartiz Garde Fernandez, Pablo Benegas Urabayen, Amaya Montero Santias, Xavier Sanmartin Beldarrain	100%	100%		
	La Oreja de Van Gogh				World Wide	
Devuelveme	Milly Quezada	Yoel Henriquez	100%	100%	World Wide	
Diamond In The Back	Ludacris	DeVaughn/Bridges/Houston/ Beauregard	45.46%	45.46%	World Wide	
DICEN POR AHI	Pablo Montero	Teran/Brant	50%	50%	World Wide	
Diselo Con Flores	Fey	Jose R. Florez	100%	100%	World Wide	
Dixie Rose Deluxe's	Trent Willmon	Heeney / Mitchel	50.00%	50.00%	World Wide	
Do You Want Fries With That	Tim McGraw	Beathard, Phillips	50.00%	50.00%	World Wide	
Doin' Time	Sublime	Rubin/Horowitz/Yauch/Gershwin R/Gershwin I/Newell/Goodman/Hayward Du/Hayward Do	6.50%	6.50%	World Wide	American Del Tunes Inc 6.5%, WB Music Corp 50%, Gasoline Alley Music 20%, Brooklyn Dust Music 3.5%, Marshall Arts publishing 20%
Domestic, Light and Cold	Dierks Bently	Bently / Beavers	100.00%	100.00%	World Wide	
Don't let me Die	R Kelly & Jay Z	Barnes/Olivier/Kelly/Carter/Mosle y	splits are pending			
Don't Let Me Down	Beatles	Lennon/McCartney	84.167% Sony, 35.833 EMI	100.00%	World Wide	
Don't Lie (No No No)	Black Eye Peas	Peters, Peters, Ferguson, Adams	33.34%	33.34%	World Wide	
Donde Estan Los Ladrones	SHAKIRA	Mebarak, Ochoa	75.00%	75.00%	WW	
Down 4 You	Irv Gotti Presents The Inc	Atkins Jeffrey B, Aurelius Seven Marcus, Douglas Ashanti S, Jarmon Tiffany Lane, Lorenzo Irving Domingo, Parker Andre Frank, Troutman Larry, Troutman Roger	25.00%	25.00%	World Wide	
Driftwood	Travis	Healey	100.00%	100.00%	World Wide	
Drinkin' Bone	Tracy Byrd	Phillips/Beathard	50.00%	50.00%	World Wide	
Drugs or Jesus	Tim McGraw	James, Lindsey, Verges, Mayo	25.00%	25.00%	World Wide	
El Ultimo Adios	Paulina Rubio	Estefano	100%	100%	World Wide	
En Esta Habitacion	Libido	Jeffry Fishman	100%	100%	World Wide	
Encore	Jay-Z	Coter/West	EMI 62.5% cleared / SONY 37.5%	37.50%	World Wide	
ENTRE TUS BRAZOS	Alejandro Fernández	Alejandro Fernández	100%	100%	World Wide	
ESTOY AQUI	Shakira		100.00%	100.00%	World Wide	
Eternal Flame	Bangles	Steinberg/Kelly/Hoffs	66.67%	66.67%	World Wide	
Ex-Factor	Lauren Hill	Pugh/Hill/Bergman/Hamisch/Digs	60.00%	60.00%	World Wide	
Fall to Pieces	Avril Lavigne	Maida, Lavigne	50.00%	50.00%	The Universe	
Fallen	Sarah McLachlan	McLachlan	100.00%	100.00%	World X Canada	
Fallen	Mya	Shelton/Veney/Hill/Bonfa/ Toledo	25.00%	25.00%	World wide	
Fast Cars And Freedom	Rascal Flatts	Levox/Thrasher/Mobley	33.34%	33.34%	World Wide	
Feelin' Freaky	Nick Cannon	Cannon/Kelly/Barnes/Olivier	40.00%	40.00%	World Wide	
Fire (Sexy Dance)	Paulina Rubio	Estefano	100%	100%	World Wide	
Georgia Rain	Yearwood	Rochelle/Hill	50.00%	50.00%	World	
Get Your Number	Mariah Carey	Jolley, John, Ingram, Swain, Carey, Dupri, Austin	27.50%	27.50%	World Wide	
Girl	DESTINY'S CHILD	Davis, Robinson, Knowles, Willia	pending			
Girls	Cam'ron feat. Mona Lisa	Giles/Hazard/Charlemagne	75.00%	75.00%	World Wide	
Girls Just Wanna Have Fun	Cindi Lauper	R. Hazard	100.00%	100.00%	World Wide	
Give Peace A Chance	John Lennon	J. Lennon	64.167% Sony, 35.833 EMI	100.00%	World Wide	
Go	Common feat. John Mayer	Mayer/Lynn/Lewis/West	20.00%	20.00%	World Wide	
God Is A DJ	Pink	Mann/Davis/Pink	90.00%	90.00%	World Wide	
God Is Real	India Aire	arlo/sanders/ramsey	25.00%	25.00%	World Wide	
God's Will		Douglas/Dean	50.00%	50.00%	Worldwide	
Golpeando Fuerte	Noelia	Estefano	100%	100%	World Wide	
Gone	Montgomery Gentry	Dipiero/Steele	50.00%	50.00%	World Wide	
Good Man	India Aire	Baker/Ramsey/Sanders/Simpson	25.00%	25.00%	World Wide	Berns II Music Publishing 25%, Publisher(s) unknown 25%, WB Music Corp 25%, Songs of Windswept Pacific 25%
Goodbye Time	Blake Shelton	Hicks/Murrah	100.00%	100.00%	World Wide	
	Fall Out Boy	Wentz/Stumph/Trohman/Hurley	100.00%	100.00%	World Wide	
Grand Theft Autumn (Where Is Your Boy)						
Guitars and Tiki Bars	Kenny Chesney	Chesney, Dillon, Tamburino	66.67%	66.67%	World Wide	
Hablame De Frente	Ana Gabriel	Ana Gabriel	100%	100%	World Wide	
Have A Nice Day	Bon Jovi	Bon Jovi	33%	33%	World Wide	
He Wasn't	Avril Lavigne	Kreviazuk/Lavigne	50% Sony/ATV Songs LLC	50.00%	World Wide	rent/upcoming releases
Headsprung	LL Cool J	James Smith, Tim Mosley	50.00%	50.00%	World Wide	
Help	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide	
Help Pour Out The Rain	Buddy Jewell	Jewell	100.00%	100.00%	World Wide	
Hembra	Libido	Jeffry Fishman	100%	100%	World Wide	
Here For The Party	Gretchen Wilson	Wilson/Rich/Alphin	33.33%	33.33%	World Wide	
Here's To You	Rascal Flatts	DeMarcus/Thrasher/Mobley	33.34%	33.34%	World Wide	
Herida Mortal	Jerry Rivera	Julio Reyes/ Estefano	100%	6600%	World Wide	
Hey Good Lookin'	Jimmy Buffett	Williams	100.00%	100.00%	World Wide	
Hey Jude 1	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide	
Hey Pretty (lp version)	Poe	Danielewski Annie	50.00%	100.00%	World Wide	15% Wilder Kingdom Music, 35% Ken Burgomaster Music
Hold You Down	J Lo		splits are pending			
Hombres	Noelia	Estefano	100%	100%	World Wide	
Homewrecker	Gretchen Wilson	Wilson/Teren/Rutherford	33%	33%	World Wide	
Honesty (Write Me A List)	Rodney Atkins	Kent/Clements	50.00%	50.00%	World Wide	
Hot Mama	Trace Adkins	Shapiro/Beathard	100.00%	100.00%	World Wide	

Title	Artist	Writer/s	US.% Collected		US.% Licensed	Territory	Co-publisher
I Hate Myself For Losing You	Kelly Clarkson	Solomon/Harry/Dioguardia	33.34%		33.34%	USA and Canada Only	
I Just Died In Your Arms Tonight	Cutting Crew	Eede	100.00%		100.00%	World Wide	
I, Love	J-Lo	Rooney, Kelly, Robinson	50.00%		50.00%	Worldwide	
I Love This Bar	Toby Keith	Keith/Emerick	50.00%		50.00%	World Wide	
I Need A Vacation	Rebecca Lynn Howard	Howard/Satcher	50.00%		50.00%	World Wide	
I Need To Know	Marc Anthony	Rooney/Anthony	100.00%		100.00%	World wide	
(I Never Promised You A) Rose Garden	Martina McBride	Joe South	100.00%		100.00%	World Wide	
I See Me	Travis Tritt	Beathard/Mohr	50.00%		50.00%	World Wide	
I Think I'm In Love With You	Jessica Simpson	Rooney/Shea/Mellencamp	16.67%		16.67%	World Wide	
I Want To Be Loved	Bon Jovi	Bon Jovi	33.34%		33.34%	World Wide	
I Want To Live	Josh Gracin	James/Rutherford	50.00%		50.00%	World Wide	
I Want You	Thalia featuring Fat Joe	Rooney/Bruno/Cartagena/ Russell	20.00%		20.00%	World Wide	
I Wonder Do You Ever Think Of Me	Kenny Chesney	Shafer	100.00%		100.00%	World Wide	
If Heaven	Andy Griggs	Peters	100.00%		100.00%	World Wide	
If It's Lovin' That You Want	Rihanna	Barnes/Olivier/Mosely/Makeba/ Larock/Parker	32.50%		32.50%	World Wide	
I'll Be There For You	Bon Jovi	Bon Jovi/Sambora	50.00%		50.00%	World Wide	
I'm A Thug	Trick Daddy	Vanhoy/Young/Duggins	Sony/ATV Songs dba tree pub. 50% / First N' Gold 50%		50.00%	Worldwide	
I'm Already There	Lonestar	McDonald/Myers/Baker	33.34%		33.34%	Wold Wide	Sony/ATV Tree Publishing 33.34%, Zomba Songs Inc.66.66%
I'm That Type of Guy	LL Cool J	Ettinger/Simon/Smith	25.00%		25.00%	World Wide	Sony ATV Tunes 12.5%, LL Cool J Music 12.5%, Def Jam Music 8.34%, EMI Virgin Music Inc 33.33%, La Possa Music 33.33%
I'm Your Baby Tonight	Whitney Houston	L.A. Reid, Babyface	62.50%		62.50%	World Wide	Sony ATV Epic Solar 25%, Ecaf Music 37.5%, Kear Music 0%, Warner Tamerlane Publ. Corp. 37.5%
In Your Room	The Bangles	Hoffs/Kelly/Steinberg	66.67%		66.67%		
Independent Women Part 1	Destiny's Child	Rooney,Mark/ Barnes,Samuel/ Olivier,Jean Claude / Knowles,Beyonce		100.00%	100.00%	Worldwide	
Indian Reservation	Paul Revere & The Raiders	Loudermilk		100.00%	100.00%	World Wide	
Invisible	Clay Aiken - American Idol	Child/Carlsson/Braide	33.33%		33.33%	World Wide	Warner-Chappell 66.66%
It Doesn't Matter	Wyclef Jean	Child/Jean/Rosa/Denver/Dupless is/Danoff/Walters/Long/Danoff, Taniff/	18.34%		18.34%	World Wide	
It's Getting Better	Brooks & Dunn	Cook/Bowman	100.00%		100.00%	Worldwide	
It's No Crime	Babyface	Edmonds/Rold/Simmons	41.67%		41.67%	World Wide	
Its No Secret	Kylie Minogue	Aitken/Stock/Waterman	33.34%		33.34%	World Wide	
Jeopardy Theme	n/a	Griffen	100.00%		100.00%	World Wide	
Jesus, Take The Wheel	Carrie Underwood	James/Lindsay/Sampson	33.34%		33.34%	World Wide	
Jimmy Olsen's Blues	Spin Doctors	Comess/Gross/White/ Schenkman		100.00%	100.00%	World Wide	
Just A Moment	Nas	B.H. Edwards/Jones, N./L. David Lewis/Peacock, C./Rodgers, N.	25.00%		25%	Worldwide	
Keepin' Up	Alabama	R. Fowler/T. Gentry/R. Owen/R. Rogers	100.00%		100.00%	World Wide	
Keg In The Closet	Kenny Chesney	Chesney/James/Onaly	100.00%		100.00%	World Wide	
KILOMETROS	Sin Bandera	Nahuel Schajris, Leonel Garcia	50%		50%	World Wide	
Knock Three Times	Tony Orlando & Dawn	Brown/Levine	Sony/Lastrada 55%		55%	World Wide	
La Locura	Yahir	Alejandro Jaen, Rafael Vergara, William Paz	33.34%		33%	World Wide	
La Tortura	Shakira		100.00%		100%	World Wide	
Lady Down On Love	Alabama	Owen	100.00%		100%	world Wide	
Lady Madonna	Beatles	Lennon/McCartney	66.66% Sony/ATV, 33.33% EMI		100.00%	World Wide	
Las Horas Pasan	Chayanne	Estefano	100%		100%	World Wide	
Last Night	As Yet	Edmonds/Andes	50.00%		50.00%	World Wide	
Let It Be	Beatles	Lennon John/Mc Cartney Paul	64.167% Sony, 35.833 EMI		100.00%	World Wide	
Let Them Be Little	Billy Dean	Dean / McDonald	50.00%		50.00%	World Wide	
Libre	Paulina Rubio	Estefano	100%		100%	World Wide	
Like A Virgin	Madonna	Kelly, Thomas F. , Steinberg, William E.	Sony/ATV Tunes LLC (ASCAP) 100%		100.00%	World Wide	
Linda Eh	Grupo Mania	Elvis Crespo	100%		100%	World Wide	
Little Miss Can't Be Wrong	Spin Doctors	Gross/Schenkman/White/ Comess	100.00%		100.00%	World Wide	
Llegaste A Mi	Marc Anthony	Alfanno	100%		5900%	World Wide	
Lo Hare Por Ti	Paulina Rubio	Estefano	100%		100%	World Wide	
Lo Que Yo Mas Quiero	Son By 4	Omar Alfanno	100%		100%	World Wide	
Lost In Hollywood	System of a Down	Tankian / Malakian	100.00%		100%	World Wide	
Long As You Come Home	Brooke Valentine	Randolph / Spencer / Smith / Milsap / Spencer / Johnson	50.00%		50.00%	World Wide	
Long Black Train	Josh Turner	Turner	100.00%		100.00%	World Wide	
Look At Us	Craig Morgan	Morgan/Cannon/Bastian	66.67%		66.67%	World Wide	
Lose My Breath	DESTINY'S CHILD	Jerkins/Garrett/Knowles/Rowland JM. Williams/Jerkins III/ Daniels, Carle	pending		pending		will be updated as soon as we have the splits
Lot Of Leavin' Left To Do	Diarks Bently	Bailey/Rultan/Beavers			100%	100	
Love Is	Vanessa Williams & Brian McKnight	Caruso/Keller/Tonio	10.00%		10%		
Lovely Rita	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI		100.00%	World Wide	
Lover's Ghetto	Angie Stone	Temperton, Moore, Randolph, Smith, Spencer	50.00%		50.00%	World Wide	
Lovin All Night	Patty Loveless/ Rodney Crowell	Crowell	100.00%		100.00%	World Wide	
Lucy In The Sky With Diamonds	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI		100.00%	World Wide	
Lyla	Oasis	Gallagher, Noel	100.00%		100.00%	World Wide	

Title	Artist	Writer/s	US % Collected	US % Licensed	Territory	Co-publisher %
Never Gonna Let You Go	Faith Evans	Edmonds/Thomas	Sony/ATV Songs & ECAF Music 40% / EMI April & E-Two Music 60%	40.00%	Worldwide	
Nina Bonita	Grupo Mania	Oscar Serrano	100%	4000%	World Wide	
No	Shakira	Mebarak/Mendez	75%	75%	World Wide	
Nobody But Me	Blake Shelton	Camp/White	50%	50%	World Wide	
No Me Enseñaste	Thalia	Estefano	100%	100%	World Wide	
No Me Quiero Enamorar	Kalimba	Domm, Oceransky, Bamal Abel Talamantez / Tomas Torres	50.00%	50.00%	World Wide	
No Puedo Olvidar	MDO	/ Alexis Gruson	100%	100%	World Wide	
No Puedo Olvidarte	Jerry Rivera	Estefano	100%	100%	World Wide	
No Shelter	Rage Against The Machine	Rocha / Commerford / Morello / Wilk	100.00%	100.00%	Worldwide	
No Sleep Till Brooklyn	Beastie Boys	Diamond/Horovitz/Rubin/ Yauch	25.00%	25.00%	World Wide	
No Such Thing	John Mayer	Mayer/Cook	85.00%	85.00%	World Wide	
Noviembre Sin Ti	Reik	Vazquez/Vazquez	50.00%	50.00%		
Numb/Encore	Jay-Z / Linkin Park	Carter/West	18.75%	18.75%	World Wide	
O.G. Bitch	Esthero	Gerald Eaton, Brian West, Esthero	50.00%	50.00%	World Wide	
Ob La Di Ob La Da	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide	
Objection	Shakira	Mebarak	100.00%	100.00%	World Wide	
Ojos Asi	Shakira	Mebarak/Flores/Garza	66.67%	66.67%	World Wide	
Old Blue Chair	Kenny Chesney	Chesney	100.00%	100.00%	World Wide	
One Mic	Nas	Jones / Thomoson	25.00%	25	WW	
One Sweet Day	Mariah Carey	M. Carey, N. Morris, W. Morris, S.Stockman, M. McCary, W. Afanasieff	35.00%	35.00%	World Wide	
Out Of My Heart	BBMak	Barry/Bems/Griffiths/McNally	50.00%	50.00%	World Wide	
PARTE DE MI CORAZON	Kumbia Kings	Schajris/Brant	50%	43%	World Wide	
Party To Damascus	Wyclef feat. Missy Elliot	Jean/Deplessis/Elliot	60.00%	60.00%	World Wide	EMI 20%.
Penny Lane	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide	
Perfect	Sara Evans	Evans/Martin/Shapiro	100.00%	100.00%	World Wide	
Perfect	Snoop Dogg	Broadus/Williams/Hugo/Adu/St.John	25.00%	25.00%	World Wide	
Pickin' Wildflowers	Keith Anderson	Williams, Rich, Anderson	33.34%	33.34%	World Wide	
Pintame	Elvis Crespo	Elvis Crespo	100%	100%	World Wide	

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EXHIBIT CO 0531

Document Category

Licenses

Song Code(s):

US Song Code(s)

Song Title(s): N/A

Composer(s): N/A

License Type (circle one): Mech., Synch, Print, Dual Disc - Other: RINGTONE

Recording Artist: N/A

Product Title: N/A

Licensee: REDACTED

Product Number: N/A

Description: Blanket Ringtone License Agreement w/ Schedule A

November 12, 2005 Agreement

BLANKET RINGTONE LICENSE AGREEMENT

This ringtone license agreement (the "Agreement") is made and entered into as of November 12, 2005 (the "Effective Date"), by and between SONY/ATV MUSIC PUBLISHING LLC, a Delaware limited liability company, 550 Madison Avenue, New York, New York 10022 (hereinafter "Publisher" or "Sony", on the one hand, and REDACTED (hereinafter, "Company"), on the other.

WHEREAS, Publisher owns, controls and/or administers the rights in and to certain Compositions (as defined below) (the "Sony Catalog"); and

WHEREAS, Company desires to select certain Compositions from the Sony Catalog and incorporate them into Ringtones (as defined below), and Publisher desires to grant Company a license to so use the Compositions, subject to the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

1. GRANT OF RIGHTS/RESTRICTIONS/PROCEDURES

(a) Publisher hereby grants to Company a non-exclusive right and license throughout the Territory to do the following with respect to the Compositions in the Sony Catalog: (i) to adapt and record, at Company's sole expense, up to thirty (30) seconds of each Composition in the Sony Catalog and to create one (1) or more Ringtones embodying each such Composition, and to authorize Approved Sublicensees to do the same; provided, however, that no such adaptation shall change the basic melody or fundamental character of any such Composition; (ii) to Sell and otherwise distribute Ringtones solely as permitted hereunder, and to authorize Approved Sublicensees to do the same; (iii) to copy, reproduce, store and transmit Ringtones solely to the extent necessary to exploit the Ringtones as specifically set forth herein, and to authorize Approved Sublicensees to do the same; (iv) to grant a perpetual license to each End User who lawfully receives Ringtones from a Service to use and exploit such Ringtones as permitted by the terms and conditions under which an End User is permitted to use the Ringtones concerned, and to authorize Approved Sublicensees to do the same; and (v) to use the titles of the Compositions embodied in Ringtones and the names of the writer(s)/composer(s) of such Compositions solely as factual identifiers when making Ringtones available to End Users on a Service, and to authorize Approved Sublicensees to do the same.

(b) Notwithstanding anything to the contrary set forth herein, the rights granted hereunder do not include the right to use the music or the lyrics of any Composition in connection with any advertisement or commercial or in any printed form, or to synchronize the Compositions in timed relation with any still, animated, or moving visual image of any nature. In addition, neither the music nor the lyrics of the Compositions shall be used or positioned in a manner that could be construed as an endorsement of, advertising or promotion for any product or service, including, without limitation, any product or service of Company, any or any Approved Sublicensee, without Publisher's prior written consent.

(c) All rights not specifically granted herein are reserved by Publisher. For the avoidance of doubt, the rights granted hereunder do not include the right to publicly perform Ringtones by any means or for any purpose, including, without limitation, preview or demonstration purposes. Company is solely responsible for, and shall pay all costs associated

with, obtaining such performing rights licenses directly from the applicable performing rights society, including, without limitation, ASCAP, BMI, SESAC or any other applicable third party.

(d) Attached hereto as Exhibit A is a list of Compositions from the Sony Catalog that Company desires to use in Ringtones as of the Effective Date. If at any time during the Term Company wishes to amend Schedule A to include additional Compositions, Company shall provide Publisher with written notice of its desire to amend Schedule A and include the titles of the additional Compositions. Company shall not use any such Compositions until Company receives written notice from Publisher confirming that such additional Compositions may be used and setting forth the relative ownership and/or income interests of the copyright proprietors of each Composition concerned. All requests by Company to amend Schedule A shall be sent in writing to Todd Ellis, Licensing Manager, Sony/ATV Music Publishing LLC, 8 Music Square West, Nashville, TN 37203. todd_ellis@sonymusic.com.

2. COMPANY OBLIGATIONS

(a) Company agrees to comply with any and all restrictions communicated to Company by Publisher relating to a specific Composition relative to Territory, name and likeness, use restrictions and any other restrictions to which Publisher may be subject.

(b) Publisher may request in writing that Company and each Approved Sublicensee cease exploiting any Composition hereunder, for any reason or no reason at all. For the avoidance of doubt, it is understood that all third party licensees shall be treated equally with respect to the foregoing provision. Company shall terminate its use and exploitation of the specified Compositions within ten (10) days after receiving notice of such request from Publisher.

(c) At all times during the Term, the Ringtones shall be stored, hosted, secured, served and delivered in accordance with Company's security practices, which shall at a minimum provide a reasonable level of security for all Ringtones hereunder. If during the Term more advanced security technology becomes readily available in the marketplace and is generally adopted as an acceptable standard, Company shall store, host, secure, serve and deliver the Ringtones pursuant to such more advanced technology. If a breach of security occurs, or if Publisher reasonably believes that a breach in security will occur in connection with the servers or network components used for the Ringtones, such that unauthorized access to the Ringtones is or may become available, then Company will immediately, but in no event later than within twenty-four (24) hours after notice from Publisher, prevent access to the Ringtones, and Company's license rights hereunder will be suspended until such time as the security breach is cured to Publisher's satisfaction. Company shall immediately report to and notify Sony in writing of all server breaches and all forms of "hacking" that expose the Ringtones to unauthorized access.

(d) Company shall, at Publisher's request, enable five (5) designees of Publisher to freely and without charge or expense to Publisher receive Ringtones as an End User of the Service for the purpose of evaluating the quality of the Ringtones concerned and ensuring Company's adherence to the terms and conditions of this Agreement. Publisher shall provide the names of its designee(s) to Company in writing promptly after Publisher makes such request.

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3. **TERM**

The Term of this Agreement shall commence on the Effective Date and end on the date that is twelve (12) months thereafter, unless earlier terminated by either party hereto as hereinafter set forth.

4. **ADVANCE**

Omitted Without Implication.

5. **RINGTONE LCENSE FEES**

As full and sufficient consideration of the rights granted herein, Company shall pay Publisher the following:

(a) Ringtone License Fees.

(i) For each Sale of a Ringtone embodying a Composition hereunder, a license fee equal to the greater of: (i) REDACTED of Company Revenue from such Sale; or (ii) REDACTED (the "Standard License Fee"), provided that with respect to any Ringtone containing any Composition that is not wholly owned and/or controlled by Publisher in and throughout the Territory, the payment specified in this section 5(a)(i) shall be pro-rated in proportion to Publisher's ownership or administrative share of such musical composition as set forth on Schedule A attached hereto. For the avoidance of doubt, if more than one Ringtone is created using the same Composition, Company shall pay a Standard License Fee in respect of each such Ringtone; and

(b) Fixation Fees.

(i) In respect of each Composition set forth on Schedule A attached hereto, a non-refundable, non-recoupable fixation and administration fee in the amount of REDACTED (the "Standard Fixation Fee") in respect of the initial fixation of each such Composition, payable promptly after Company's execution hereof. In the event Schedule A is amended to include additional Compositions, the Standard Fixation Fee in respect of each such additional Composition shall be payable in connection with the accounting statement rendered to Publisher pursuant to paragraph 6 hereof immediately following the addition of the Compositions concerned. For the avoidance of doubt, if more than one Ringtone is created using the same Composition, Company shall pay a Standard Fixation Fee in respect of each such Ringtone.

(c) If at any time during the Term hereof Company pays any license fee, royalty, advance, and/or other monies, or offers any other financial terms or economic benefits (collectively, the "Remuneration"), for the same or equivalent rights as granted herein to any

other publisher, administrator, licensor or owner of musical compositions, or to any agent of the same (including any music industry rights society) that is greater or more beneficial than the terms set forth herein, such more favorable Remuneration shall automatically be included herein and Company shall pay and/or provide such more favorable Remuneration to Publisher retroactively to the date on which such more favorable Remuneration is granted to such other publisher, administrator or owner.

6. PAYMENTS AND ACCOUNTINGS

(a) Company shall compute and pay an amount equal to the applicable Ringtone License Fees, Fixation Fees and any other payments accrued hereunder no less than forty-five (45) days after the end of each calendar quarter of the Term, in respect of each such calendar quarterly period. In connection with each calendar quarterly accounting period, Company shall also send an accounting statement (the "Ringtone License and Fixation Fee Report") covering the calculation and determination of the Ringtone License Fees and the Fixation Fees, including the following: (i) the title of the Composition embodied in each Ringtone Sold or otherwise distributed; (ii) the writer(s)/composer(s) of the Composition concerned; (iii) the number of Sales, transmissions, downloads, streams, performances or other deliveries of each Composition concerned made by Company and each Approved Sublicensee; (iv) the retail price charged by Company and each Approved Sublicensee in connection with the Ringtone concerned; (v) the Net Monetary Revenue received by Company each Approved Sublicensee in connection with the Ringtone concerned; (vi) the period during which the Sale, transmission, download, stream, performance or other delivery of the Ringtone concerned occurred; (vii) the Ringtone License Fee and the Fixation Fee payable in respect of each Composition; (viii) all other information reasonably necessary to support all calculations of the amounts paid and which may be due; and (ix) the amount of all such fees and payments which are due for the quarterly period concerned. The information set forth in the preceding sentence shall be separately reflected for Company and each Approved Sublicensee for each region of the Territory.

(b) All payments to Publisher shall be computed in the relevant local currency and remitted in United States dollars. Each conversion from another currency for the purpose of computing such payments shall be calculated at the rate of exchange, as published by *The Wall Street Journal*, for major territory currencies, in effect on the date the statement concerned is rendered.

(c) Company shall pay interest at the rate of one percent (1.0%) per month, or the maximum rate permitted by law, whichever is less, from the date past due, on any Ringtone License Fees or Fixation Fees not paid within forty-five (45) days following the quarterly accounting period as provided herein, without prejudice to any other rights Sony may have in connection with such delinquency.

(d) Company shall maintain accurate and complete records and accounting books with regard to the licensing and exploitation of the Compositions embodied in the Ringtones, including, without limitation, all information needed to compute and verify the amounts payable to Publisher hereunder. During the Term, but not later than the date that is five (5) years following the termination or expiration of the Term, upon reasonable advance written notice, and at Sony's sole cost and expense (subject to the last sentence of this subparagraph 6(e)), Publisher will have the right to examine, or appoint a third party auditor to examine, those books and records at any time during Company's normal business hours at the place where such books and records are normally maintained; provided, however, that Sony shall be permitted to make such examination only one (1) time during any five (5) year period in connection with a particular

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Ringtone License Fee Report or Fixation Fee Report, as the case may be. Company will reasonably cooperate with Publisher's representatives to insure compliance with the foregoing. In the event an examination of Company's books and records reveals a deficiency in payments paid to Publisher of five percent (5%) or more of the total amount accounted to Publisher during the period of the audit, Company shall pay all reasonable out-of-pocket expenses related to the performance of such examination, including, without limitation, travel expenses, hotel expenses and per diems, together with the underpayment and interest as provided herein.

(e) For a period of five (5) years following the last day of the Term, Company shall retain all transaction data reasonably necessary for Publisher and Company to determine and verify all amounts due or payable hereunder and for accounting purposes.

6A. TAXES

Company and each Approved Sublicensee shall have the sole responsibility for collection and remittance to the appropriate taxing authorities taxes that may be imposed on sales of Ringtones by Company and each Approved Sublicensee to End Users. Taxes include sales, use, excise, gross receipts or other similar taxes. Each party hereto shall be responsible for taxes based on its own net income.

7. EXPERIMENTAL AGREEMENT

This Agreement is being entered into on an experimental and non-prejudicial basis, shall apply for the Term hereof only, and shall not be binding upon or prejudicial to any position taken by Publisher or Company for any period subsequent to the Term of this Agreement, including but not limited to the negotiation of the renewal or extension of this Agreement.

8. OWNERSHIP AND ARRANGEMENT OF COPIES

(a) Any arrangement(s) or adaptations of a Composition which Company shall cause to be made in the creation of a Ringtone shall be made at Company's sole expense and shall be created only as the result of employment-for-hire, and such arrangement or adaptation shall be a "Work Made For Hire" for Company as such term is used in the United States copyright law. Promptly after the rights granted to Company hereunder expire or terminate, Company shall be deemed to have assigned to Publisher the copyright throughout the universe to each arrangement or adaptation of such Ringtones and all renewals and extensions of copyright therein, and Company shall execute all documents reasonably necessary to evidence the assignment thereof. The arranger shall not be entitled to authorship credit or status as a collaborator or any remuneration by way of royalty or otherwise from the authors of such Composition or from Publisher or from any agent of Publisher.

(b) Notwithstanding the foregoing, Publisher hereby agrees never to use itself or license the use of the arrangements acquired pursuant to subparagraph 8(a) above to any third party, whether inside or outside the Territory or during or after the Term.

9. WARRANTIES, REPRESENTATIONS AND INDEMNITIES

(a) Publisher represents, warrants and agrees (solely with respect to its respective fractional interest in the Compositions as set forth on Schedule A attached hereto) that (i) it has

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the full right, power and authority to enter into this Agreement and to grant to Company all the rights hereunder on the terms and conditions set forth herein and it will not take any action which conflicts or is inconsistent with such ability, right and authority; and (ii) the use of the Compositions as contemplated hereunder shall not violate any intellectual property right of any third party and there are no actions, suits, proceedings, agreements or other impediments, actual or threatened, which would prevent or impair Publisher from performing its duties and obligations hereunder.

(b) Company warrants, represents and agrees that (i) Company has the right and power to enter into and fully perform this Agreement and Company and each Approved Sublicensee is and shall continuously be a corporation in good standing in the jurisdiction of its incorporation; (ii) Company's and each Approved Sublicensee's principal place of business is located within the United States of America; (iii) Company and each Approved Sublicensee shall track and maintain records of the countries in which each Ringtone is downloaded, transmitted, delivered or otherwise distributed; (iv) upon written instruction from Publisher, Company and Approved Sublicensee shall not license or distribute any Ringtone or Composition to any third party that is engaged in piracy, illegal activities or other unauthorized uses of the Composition, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor; (v) Company and each Approved Sublicensee has or will promptly obtain from the applicable public performance licensing society or organization a license to publicly perform the Ringtones throughout the Territory; (vi) Company and each Approved Sublicensee will not, and shall not authorize any person or entity to change the basic melody or fundamental character of any Composition; (vii) Company and each Approved Sublicensee will not cause, through its actions and/or omissions, any and all so-called "viruses," "worms" and/or "destructive codes" (as those terms are commonly understood in the United States computer industry) to be embodied in any Ringtones; (viii) Ringtones shall be made available by Company and Approved Sublicensees exclusively to authorized End Users; and (ix) Ringtones will not be offered in a manner that could be construed by a reasonable person as an endorsement or sponsorship of any product, service, person or entity, as a so-called "commercial tie-up" or "commercial tie-in" or any similar use, directly or indirectly, in whole or in part.

You warrant and represent that you shall cause all Approved Sublicensees and other persons or entities providing services in connection with the Ringtones embodying Compositions hereunder to abide by the terms and conditions of this Agreement, and any breaches by such persons or entities shall be deemed breaches by Company, including, without limitation, for purposes of indemnification under section 10(d)(1).

(c) (1) Publisher shall indemnify and hold harmless Company from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorney's fees and costs) arising out of or incurred as a direct result of any breach by Publisher of any warranty, representation, agreement or undertaking made by Publisher in this Agreement (individually and collectively, "Publisher Claims");

(2) In the event of any Publisher Claim: (i) Company shall notify Publisher of the Publisher Claim concerned promptly following the date that Company becomes aware of it; (ii) Publisher shall defend against the Publisher Claim concerned (at Publisher's own expense) through legal counsel selected by Publisher; and (iii) each party shall reasonably cooperate with the other in the defense of the Publisher Claim concerned. Publisher may not settle a Publisher Claim without Company's prior written consent, which consent shall not be unreasonably withheld or delayed. Publisher shall be solely responsible for the amount of any settlement or judgment for such Publisher Claim and all legal expenses and counsel fees incurred by Publisher

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in connection therewith. Company shall have the right at all times to actively participate in the defense of any Publisher Claim and to employ legal counsel selected by Company at Company's own expense, it being understood that Publisher shall have the right at all times, in Publisher's sole discretion, to maintain control of the conduct of the defense.

(d) (1) Company shall indemnify and hold harmless Publisher and Publisher's affiliates from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorney's fees and costs) arising out of or incurred as a direct result of (i) any breach by Company of any warranty, representation, agreement or understanding made by Company in this Agreement; and (ii) any claims that result from any use of the Compositions by Company that are not expressly authorized by this Agreement.

(2) In the event of any Company Claim: (i) Publisher shall notify Company of the Company Claim concerned promptly following the date that Publisher becomes aware of it; (ii) Company shall defend against the Company Claim concerned (at Company's own expense) through legal counsel selected by Company; and (iii) each party shall reasonably cooperate with the other in the defense of the Company Claim concerned. Company may not settle a Company Claim without Publisher's prior written consent, which consent shall not be unreasonably withheld or delayed. Company shall be solely responsible for the amount of any settlement or judgment for such Company Claim and all legal expenses and counsel fees incurred by Company in connection therewith. Publisher shall have the right at all times to actively participate in the defense of any Company Claim and to employ legal counsel selected by Publisher at Publisher's own expense, it being understood that Company shall have the right at all times, in Company's sole discretion, to maintain control of the conduct of the defense.

10. TERMINATION

(a) If either party hereto fails to comply with any of the material terms or conditions of this Agreement (the "Defaulting Party"), the other party hereto (the "Non-Defaulting Party") may (without prejudice to any other rights the Non-Defaulting Party may have) terminate this Agreement by giving the Defaulting Party thirty (30) days' prior written notice to cure its breach or default. If the Defaulting Party does not cure its breach or default within such thirty (30) day period, the Non-Defaulting Party may forthwith terminate this Agreement upon written notice to the Defaulting Party. Any notice of termination shall be effective as of the date of such notice, but in no event sooner than three (3) business days after the Defaulting Party's receipt of such notice. Notwithstanding anything to the contrary, this Agreement will terminate automatically, without notice (if permitted under applicable law), if any of the following occurs:

(i) Company is dissolved or its assets are liquidated, or if Company becomes insolvent; or

(ii) A bankruptcy proceeding for a reorganization or for other relief from the claims of creditors, or any similar proceeding takes place with respect to Company or its assets.

(iii) Company ceases doing business in the ordinary course and/or there is a substantial diminution in the ability of Company to effectively carry on its business in general or any aspect thereof or the business of a Service in particular.

(iv) Company breaches any of Company's material representations, warranties, covenants or obligations hereunder, or Company fails to fulfill its material obligations hereunder; provided, however, that such breach is not cured within twenty (20) days from Company's receipt of Sony's notice of such breach.

(v) Company fails to timely make payments required hereunder or render any information or documents required to be furnished or otherwise made available to Publisher as and when required hereunder; provided, however, that with respect to any such breach Company shall have a period of five (5) days from its receipt of Publisher's notice of such breach in which to cure said breach.

(vi) Company uses a Composition in a Ringtone without first notifying Publisher in writing of the title of the Composition concerned and receiving approval for the use of such Compositions from Publisher.

(vii) Company licenses the rights hereunder to a third party that is not an Approved Sublicensee as set forth herein.

(b) The expiration or termination of this Agreement shall not relieve either party hereto of responsibility for obligations incurred prior to termination.

(c) Upon the expiration or termination of this Agreement, all rights of Company, and Approved Sublicensees in and to the Compositions shall terminate except as otherwise provided herein, Company shall remove, return or destroy all Ringtones embodying the Compositions hereunder, and Company shall pay all monies then due or to become due to Sony pursuant to paragraph 5 hereof.

(d) Anything to the contrary herein notwithstanding, the rights of End Users in respect of Ringtones lawfully obtained under section 1(a)(iv) hereof shall survive any expiration or termination of this Agreement.

(e) The terms, provisions, representations, and warranties contained in this Agreement which are intended to survive the expiration or termination of this Agreement will so survive and continue in full force and effect until they are satisfied in full or by their nature expire.

11. DEFINITIONS

(a) Intentionally Omitted Without Implication.

(b) "Approved Sublicensee(s)" shall mean those entities approved by Publisher as set forth on Schedule B attached hereto. Additional third parties may be added to Schedule B, subject to Sony's prior written approval. If no Schedule B is attached hereto, Company shall be deemed to have no Approved Sublicensees and Company shall have no right to grant the rights granted herein to any third party. For the avoidance of doubt, Approved Sublicensees shall not have the right to license the rights granted to them by you hereunder.

(c) "Compositions" means those musical works, solely to the extent that they are owned and/or controlled by Publisher in and throughout the Territory, which Publisher has approved for use by Company in the creation of Ringtone(s) as set forth on Schedule A, attached

to and made a part hereof, as such Schedule A may be amended in writing from time to time as hereinafter provided.

(d) "End User" means any person within the Territory who receives a Ringtone or to whom a Ringtone is distributed and/or transmitted for the purpose of being written or otherwise stored in the memory of such End User's selected Wireless Device.

(e) "Company Revenue" means (a) the Net Monetary Revenue received by, or due and owing to, Company and each Approved Sublicensee from the Sale by Company and each Approved Sublicensee, as applicable, of a Ringtone via a Service, calculated by using the Sale price of the Ringtone concerned charged by Company and each Approved Sublicensee, as applicable, to an End User; and (b) the reasonable value of goods, services or credits received by Company and each Approved Sublicensee from any source in lieu of cash payments for the exploitation of Ringtones licensed hereunder. For the avoidance of doubt, if Company sublicenses any Ringtone to an Approved Sublicensee, it is the Sale price of the Ringtone to the End User charged by the Approved Sublicensee concerned, and not any lesser sublicensing fee paid by the Approved Sublicensee to Company, that shall be used as a basis to determine Company Revenue. "Net Monetary Revenue" means gross revenue, excluding value added, use, sales or other similar taxes to be collected for payment to the applicable taxing authority(ies), but excluding, for the avoidance of doubt, rebates, in connection with such Sale.

(f) "Ringtone" means an audible electronic code, whether or not such code embodies a sound recording, embodying a performance of a pre-determined synthesized melodic fragment of a Composition, whether monophonic, polyphonic, midi, WAV, SMAF, AMR, MP3 or other formats created for the purpose of causing a Wireless Device to play such fragment for use as an identifier or as an element of an identifier of an activity on such Wireless Device, such as the receipt of an incoming signal.

(i) "Master Ringtone" shall mean a Ringtone consisting of a compressed audio file of an excerpt of a master recording of a Composition.

(ii) "Monophonic Ringtone" shall mean a Ringtone in the MIDI format consisting of a single melodic voice.

(iii) "Polyphonic Ringtone" shall mean a Ringtone in the MIDI format consisting of multiple melodic voices.

For the avoidance of doubt, the right to create Animated Ringtones is specifically excluded from this Agreement.

(g) "Sale", "Sell" or "Sold" means any action whereby an End User in the Territory obtains from Company or an Approved Sublicensee a complete or useable copy of a Ringtone that is capable of being written or otherwise stored in the memory of a Wireless Device. For the avoidance of doubt, a Sale shall include any action described in the preceding sentence which occurs during a promotion, contest, give-away or any other distribution of a Ringtone for no consideration or consideration other than the then-current full retail price. For the avoidance of doubt, Ringtones shall not be installed on or delivered to Wireless Devices prior to the purchase

of such Wireless Devices by End Users (i.e., they shall not be embedded into Wireless Devices prior to the purchase of such Wireless Devices by End Users).

(h) "Service" means the provision of a Ringtone via a range of service channels, including, but not limited to, the Internet, cable, satellite, web, wireless application protocol (a/k/a WAP), wireless local area network (a/k/a WLAN), Bluetooth technology (infrared or other similar radio wave technology), wired connection from a local computer, short or smart messaging service (a/k/a SMS), subsequent corresponding technologies or any other form of distribution or transmission of Ringtones.

(i) "Term" means the period specified in Article 3 herein.

(j) "Territory" means the United States of America, Mexico, Columbia, Peru, Chile, Argentina, Ecuador, Panama, Uruguay, Guatemala, Nicaragua, and Venezuela.

(k) "Wireless Device" shall mean an electronic device typically designed to be used for, among other purposes, mobile voice and/or data communications, and includes, without limitation, wireless communication terminals, handsets, mobile phones, pagers, personal digital assistants and accessories which are capable of receiving a Ringtone.

12. ASSIGNMENT

Publisher may assign its rights under this Agreement in whole or in part to any subsidiary, affiliated or controlling corporation or company, to any Person owning or acquiring a substantial portion of the stock or assets of Publisher, or to any partnership or other venture in which Publisher participates, and such rights may be similarly assigned by any assignee. No such assignment shall relieve Publisher of any of Publisher's obligations hereunder. Company may assign its rights hereunder to any affiliate or any other person in connection with the sale or transfer of substantially all of its assets, provided, however, that Company shall not assign this agreement to a competitor of Publisher or to an entity engaged in the business of manufacturing, distributing and/or selling (i) blank or digital recording media for the purpose of facilitating the resale thereof, or (ii) products designed to circumvent copy protection mechanisms.

13. FORCE MAJEURE

If because of: an act of God; inevitable accident; fire; lockout, strike or other labor dispute; riot or civil commotion; act of public enemy; enactment, rule, order or act of any government or governmental instrumentality (whether federal, state, local or foreign); failure of technical facilities; failure or delay of transportation facilities; any or other cause of a similar or different nature not reasonably within Sony's or Company's control (a "Force Majeure Event"); Sony or Company, as the case may be, is materially hampered in the performance of its obligations hereunder, then, without limiting either party's rights, Sony or Company, as the case may be, shall have the option by giving a notice ("Suspension Notice") to the other party hereto suspending the Term for the duration of any such contingency solely in the region of the Territory affected by such Force Majeure Event. In the event the Force Majeure Event exceeds thirty (30) days, this Agreement may be terminated by written notice from either party hereto.

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14. NOTICES

Except as specifically provided herein, all notices under this Agreement shall be in writing and shall be given by courier or other personal delivery or by registered or certified mail at the appropriate address below or at a substitute address designated by notice by the party concerned.

TO COMPANY: The address shown above.

TO PUBLISHER: 550 Madison Avenue
New York, New York 10022-3211
Attention: Senior Vice President, Business Affairs and Administration

and

Sony Corporation of America
Law Department
550 Madison Avenue
New York, New York 10022-3211
Attention: Senior Vice President and General Counsel

Notices shall be deemed given when mailed or, if personally delivered, when so delivered, except that a notice of change of address shall be effective only from the date of its receipt.

15. LIMITATION OF LIABILITY

EXCEPT FOR CLAIMS UNDER ARTICLE 9 ABOVE, NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR FOR INTERRUPTED COMMUNICATIONS, LOST DATA, LOST PROFITS, LOST REVENUE OR LOST OPPORTUNITIES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF THAT PARTY HAS BEEN ADVISED OF (OR KNOWS OR SHOULD KNOW OF) THE POSSIBILITY OF SUCH DAMAGES.

16. MISCELLANEOUS

(a) This agreement contains the entire understanding of the parties relating to its subject matter. No change of this agreement will be binding upon either party unless it is made by an instrument signed by Company and by an officer of Publisher. A waiver by either party of any provision of this agreement in any instance shall not be deemed to waive it for the future. All remedies, rights, undertakings, obligations and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy right, undertaking, obligation or agreement of either party.

(b) No designation, approval, or consent provided for in this Agreement will be deemed given unless set forth in writing and signed by an authorized officer or representative of the party concerned.

(c) If any part of this Agreement, or the application thereof to any party, shall be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect the

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remainder of this Agreement, which shall continue in full force and effect, or the application of this Agreement to the remaining parties hereto.

(d) This agreement has been entered into in the State of New York, and the validity, interpretation and legal effect of this agreement 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), only, will have jurisdiction of any controversies regarding this agreement; any action or other proceeding which involves such a controversy will be brought in those courts, in New York County, and not elsewhere.

(e) The relationship of the parties is that of independent contractors and nothing in this Agreement shall render either party an agent of the other.

(f) The headings, subheadings, and other captions in this Agreement are for convenience and reference only and will not be used in interpreting, construing, or enforcing any of the terms of this Agreement. Each party acknowledges that it has had the opportunity to review this Agreement with legal counsel of its choice, and there will be no presumption that ambiguities will be construed or interpreted against the drafter, and no presumptions made or inferences drawn because of the inclusion of a term not contained in a prior draft or the deletion of a term contained in a prior draft. The words "hereof," "herein," "hereunder" and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement.

(g) This Agreement will not become effective until executed and delivered by Publisher and Company.

SONY/ATV MUSIC PUBLISHING LLC

By: _____

Name: Johns Kent

Title: VP, BA

Date: 1/21/06

REDACTED

IN

SCHEDULE A

TO BE DETERMINED

GW

SCHEDULE B

TO BE DETERMINED

EXHIBIT CO 0532

Document Category

Licenses

Song Code(s):

US Song Code(s)

Song Title(s): N/A

Composer(s): N/A

License Type (circle one): Mech., Synch, Print, Dual Disc - Other: RINGTONE

Recording Artist: N/A

Product Title: N/A

Licensee: REDACTED

Product Number: N/A

Description: Blanket Ringtone License Agreement w/ Schedule A

October 25, 2005 Agreement

BLANKET RINGTONE LICENSE AGREEMENT

This ringtone license agreement (the "Agreement") is made and entered into as of October 25, 2005 (the "Effective Date"), by and between SONY/ATV MUSIC PUBLISHING LLC, a Delaware limited liability company, 550 Madison Avenue, New York, New York 10022 (hereinafter "Publisher" or "Sony") on one hand, and REDACTED (hereinafter, "Company"), on the other.

WHEREAS, Publisher owns, controls and/or administers the rights in and to certain Compositions (as defined below) (the "Sony Catalog"); and

WHEREAS, Company desires to select certain Compositions from the Sony Catalog and incorporate them into Ringtones (as defined below), and Publisher desires to grant Company a license to so use the Compositions, subject to the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

1. GRANT OF RIGHTS/RESTRICTIONS/PROCEDURES

(a) Publisher hereby grants to Company a non-exclusive right and license throughout the Territory to do the following with respect to the Compositions in the Sony Catalog: (i) to adapt and record, at Company's sole expense, up to thirty (30) seconds of each Composition in the Sony Catalog and to create one (1) or more Ringtones embodying each such Composition, and to authorize Approved Sublicensees to do the same; provided, however, that no such adaptation shall change the basic melody or fundamental character of any such Composition; (ii) to Sell and otherwise distribute Ringtones solely as permitted hereunder, and to authorize Approved Sublicensees to do the same; (iii) to copy, reproduce, store and transmit Ringtones solely to the extent necessary to exploit the Ringtones as specifically set forth herein, and to authorize Approved Sublicensees to do the same; (iv) to grant a perpetual license to each End User who lawfully receives Ringtones from a Service to use and exploit such Ringtones as permitted by the terms and conditions under which an End User is permitted to use the Ringtones concerned, and to authorize Approved Sublicensees to do the same; and (v) to use the titles of the Compositions embodied in Ringtones and the names of the writer(s)/composer(s) of such Compositions solely as factual identifiers when making Ringtones available to End Users on a Service, and to authorize Approved Sublicensees to do the same.

(b) Notwithstanding anything to the contrary set forth herein, the rights granted hereunder do not include the right to use the music or the lyrics of any Composition in connection with any advertisement or commercial or in any printed form, or to synchronize the Compositions in timed relation with any still, animated, or moving visual image of any nature. In addition, neither the music nor the lyrics of the Compositions shall be used or positioned in a manner that could be construed as an endorsement of, advertising or promotion for any product or service, including, without limitation, any product or service of Company, any or any Approved Sublicensee, without Publisher's prior written consent.

(c) All rights not specifically granted herein are reserved by Publisher. For the avoidance of doubt, the rights granted hereunder do not include the right to publicly perform Ringtones by any means or for any purpose, including, without limitation, preview or demonstration purposes. Company is solely responsible for, and shall pay all costs associated

with, obtaining such performing rights licenses directly from the applicable performing rights society, including, without limitation, ASCAP, BMI, SESAC or any other applicable third party.

(d) Attached hereto as Exhibit A is a list of Compositions from the Sony Catalog that Company desires to use in Ringtones as of the Effective Date. If at any time during the Term Company wishes to amend Schedule A to include additional Compositions, Company shall provide Publisher with written notice of its desire to amend Schedule A and include the titles of the additional Compositions. Company shall not use any such Compositions until Company receives written notice from Publisher confirming that such additional Compositions may be used and setting forth the relative ownership and/or income interests of the copyright proprietors of each Composition concerned. All requests by Company to amend Schedule A shall be sent in writing to Todd Ellis, Copyright Manager, Sony/ATV Music Publishing LLC, 8 Music Square West, Nashville, TN 37203. todd_ellis@sonymusic.com.

2. COMPANY OBLIGATIONS

(a) Company agrees to comply with any and all restrictions communicated to Company by Publisher relating to a specific Composition relative to Territory, name and likeness, use restrictions and any other restrictions to which Publisher may be subject.

(b) Publisher may request in writing that Company and each Approved Sublicensee cease exploiting any Composition hereunder, for any reason or no reason at all. For the avoidance of doubt, it is understood that all third party licensees shall be treated equally with respect to the foregoing provision. Company shall terminate its use and exploitation of the specified Compositions within ten (10) days after receiving notice of such request from Publisher.

(c) At all times during the Term, the Ringtones shall be stored, hosted, secured, served and delivered in accordance with Company's security practices, which shall at a minimum provide a reasonable level of security for all Ringtones hereunder. If during the Term more advanced security technology becomes readily available in the marketplace and is generally adopted as an acceptable standard, Company shall store, host, secure, serve and deliver the Ringtones pursuant to such more advanced technology. If a breach of security occurs, or if Publisher reasonably believes that a breach in security will occur in connection with the servers or network components used for the Ringtones, such that unauthorized access to the Ringtones is or may become available, then Company will immediately, but in no event later than within twenty-four (24) hours after notice from Publisher, prevent access to the Ringtones, and Company's license rights hereunder will be suspended until such time as the security breach is cured to Publisher's satisfaction. Company shall immediately report to and notify Sony in writing of all server breaches and all forms of "hacking" that expose the Ringtones to unauthorized access.

(d) Company shall, at Publisher's request, enable five (5) designees of Publisher to freely and without charge or expense to Publisher receive Ringtones as an End User of the Service for the purpose of evaluating the quality of the Ringtones concerned and ensuring Company's adherence to the terms and conditions of this Agreement. Publisher shall provide the names of its designee(s) to Company in writing promptly after Publisher makes such request.

3. **TERM**

The Term of this Agreement shall commence on the Effective Date and end on the date that is twelve (12) months thereafter, unless earlier terminated by either party hereto as hereinafter set forth.

4. **ADVANCE**

Omitted Without Implication.

5. **RINGTONE LCENSE FEES**

As full and sufficient consideration of the rights granted herein, Company shall pay Publisher the following:

(a) Ringtone License Fees.

(i) For each Sale of a Ringtone embodying a Composition hereunder, a license fee equal to the greater of: (i) of Company Revenue from such Sale; or (ii) REDACTED REDACTED (the "Standard License Fee"), provided that with respect to any Ringtone containing any Composition that is not wholly owned and/or controlled by Publisher in and throughout the Territory, the payment specified in this section 5(a)(i) shall be pro-rated in proportion to Publisher's ownership or administrative share of such musical composition as set forth on Schedule A attached hereto. For the avoidance of doubt, if more than one Ringtone is created using the same Composition, Company shall pay a Standard License Fee in respect of each such Ringtone; and

(b) Fixation Fees.

(i) Omitted without implication

(c) If at any time during the Term hereof Company pays any license fee, royalty, advance, and/or other monies, or offers any other financial terms or economic benefits (collectively, the "Remuneration"), for the same or equivalent rights as granted herein to any other publisher, administrator, licensor or owner of musical compositions, or to any agent of the same (including any music industry rights society) that is greater or more beneficial than the terms set forth herein, such more favorable Remuneration shall automatically be included herein and Company shall pay and/or provide such more favorable Remuneration to Publisher retroactively to the date on which such more favorable Remuneration is granted to such other publisher, administrator or owner.

6. **PAYMENTS AND ACCOUNTINGS**

(a) Company shall compute and pay an amount equal to the applicable Ringtone License Fees or any other payments accrued hereunder no less than forty-five (45) days after the end of each calendar quarter of the Term, in respect of each such calendar quarterly period. In

connection with each calendar quarterly accounting period, Company shall also send an accounting statement (the "Ringtone License Report") covering the calculation and determination of the Ringtone License Fees, including the following: (i) the title of the Composition embodied in each Ringtone Sold or otherwise distributed; (ii) the writer(s)/composer(s) of the Composition concerned; (iii) the number of Sales, transmissions, downloads, streams, performances or other deliveries of each Composition concerned made by Company and each Approved Sublicensee; (iv) the retail price charged by Company and each Approved Sublicensee in connection with the Ringtone concerned; (v) the Net Monetary Revenue received by Company each Approved Sublicensee in connection with the Ringtone concerned; (vi) the period during which the Sale, transmission, download, stream, performance or other delivery of the Ringtone concerned occurred; (vii) the Ringtone License Fee payable in respect of each Composition; (viii) all other information reasonably necessary to support all calculations of the amounts paid and which may be due; and (ix) the amount of all such fees and payments which are due for the quarterly period concerned. The information set forth in the preceding sentence shall be separately reflected for Company and each Approved Sublicensee for each region of the Territory.

(b) All payments to Publisher shall be computed in the relevant local currency and remitted in United States dollars. Each conversion from another currency for the purpose of computing such payments shall be calculated at the rate of exchange, as published by *The Wall Street Journal*, for major territory currencies, in effect on the date the statement concerned is rendered.

(c) Company shall pay interest at the rate of one percent (1.0%) per month, or the maximum rate permitted by law, whichever is less, from the date past due, on any Ringtone License Fees not paid within forty-five (45) days following the quarterly accounting period as provided herein, without prejudice to any other rights Sony may have in connection with such delinquency.

(d) Company shall maintain accurate and complete records and accounting books with regard to the licensing and exploitation of the Compositions embodied in the Ringtones, including, without limitation, all information needed to compute and verify the amounts payable to Publisher hereunder. During the Term, but not later than the date that is five (5) years following the termination or expiration of the Term, upon reasonable advance written notice, and at Sony's sole cost and expense (subject to the last sentence of this subparagraph 6(e)), Publisher will have the right to examine, or appoint a third party auditor to examine, those books and records at any time during Company's normal business hours at the place where such books and records are normally maintained; provided, however, that Sony shall be permitted to make such examination only one (1) time during any five (5) year period in connection with a particular Ringtone License Fee Report, as the case may be. Company will reasonably cooperate with Publisher's representatives to insure compliance with the foregoing. In the event an examination of Company's books and records reveals a deficiency in payments paid to Publisher of five percent (5%) or more of the total amount accounted to Publisher during the period of the audit, Company shall pay all reasonable out-of-pocket expenses related to the performance of such examination, including, without limitation, travel expenses, hotel expenses and per diems, together with the underpayment and interest as provided herein.

(e) For a period of five (5) years following the last day of the Term, Company shall retain all transaction data reasonably necessary for Publisher and Company to determine and verify all amounts due or payable hereunder and for accounting purposes.

6A. TAXES

Company and each Approved Sublicensee shall have the sole responsibility for collection and remittance to the appropriate taxing authorities taxes that may be imposed on sales of Ringtones by Company and each Approved Sublicensee to End Users. Taxes include sales, use, excise, gross receipts or other similar taxes. Each party hereto shall be responsible for taxes based on its own net income.

7. EXPERIMENTAL AGREEMENT

This Agreement is being entered into on an experimental and non-prejudicial basis, shall apply for the Term hereof only, and shall not be binding upon or prejudicial to any position taken by Publisher or Company for any period subsequent to the Term of this Agreement, including but not limited to the negotiation of the renewal or extension of this Agreement.

8. OWNERSHIP AND ARRANGEMENT OF COPIES

(a) Any arrangement(s) or adaptations of a Composition which Company shall cause to be made in the creation of a Ringtone shall be made at Company's sole expense and shall be created only as the result of employment-for-hire, and such arrangement or adaptation shall be a "Work Made For Hire" for Company as such term is used in the United States copyright law. Promptly after the rights granted to Company hereunder expire or terminate, Company shall be deemed to have assigned to Publisher the copyright throughout the universe to each arrangement or adaptation of such Ringtones and all renewals and extensions of copyright therein, and Company shall execute all documents reasonably necessary to evidence the assignment thereof. The arranger shall not be entitled to authorship credit or status as a collaborator or any remuneration by way of royalty or otherwise from the authors of such Composition or from Publisher or from any agent of Publisher.

(b) Notwithstanding the foregoing, Publisher hereby agrees never to use itself or license the use of the arrangements acquired pursuant to subparagraph 8(a) above to any third party, whether inside or outside the Territory or during or after the Term.

9. WARRANTIES, REPRESENTATIONS AND INDEMNITIES

(a) Publisher represents, warrants and agrees (solely with respect to its respective fractional interest in the Compositions as set forth on Schedule A attached hereto) that (i) it has the full right, power and authority to enter into this Agreement and to grant to Company all the rights hereunder on the terms and conditions set forth herein and it will not take any action which conflicts or is inconsistent with such ability, right and authority; and (ii) the use of the Compositions as contemplated hereunder shall not violate any intellectual property right of any third party and there are no actions, suits, proceedings, agreements or other impediments, actual or threatened, which would prevent or impair Publisher from performing its duties and obligations hereunder.

(b) Company warrants, represents and agrees that (i) Company has the right and power to enter into and fully perform this Agreement and Company and each Approved Sublicensee is and shall continuously be a corporation in good standing in the jurisdiction of its incorporation; (ii) Company's and each Approved Sublicensee's principal place of business is located within the United States of America; (iii) Company and each Approved Sublicensee shall

track and maintain records of the countries in which each Ringtone is downloaded, transmitted, delivered or otherwise distributed; (iv) upon written instruction from Publisher, Company and Approved Sublicensee shall not license or distribute any Ringtone or Composition to any third party that is engaged in piracy, illegal activities or other unauthorized uses of the Composition, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor; (v) Company and each Approved Sublicensee has or will promptly obtain from the applicable public performance licensing society or organization a license to publicly perform the Ringtones throughout the Territory; (vi) Company and each Approved Sublicensee will not, and shall not authorize any person or entity to change the basic melody or fundamental character of any Composition; (vii) Company and each Approved Sublicensee will not cause, through its actions and/or omissions, any and all so-called "viruses," "worms" and/or "destructive codes" (as those terms are commonly understood in the United States computer industry) to be embodied in any Ringtones; (viii) Ringtones shall be made available by Company and Approved Sublicensees exclusively to authorized End Users; and (ix) Ringtones will not be offered in a manner that could be construed by a reasonable person as an endorsement or sponsorship of any product, service, person or entity, as a so-called "commercial tie-up" or "commercial tie-in" or any similar use, directly or indirectly, in whole or in part.

You warrant and represent that you shall cause all Approved Sublicensees and other persons or entities providing services in connection with the Ringtones embodying Compositions hereunder to abide by the terms and conditions of this Agreement, and any breaches by such persons or entities shall be deemed breaches by Company, including, without limitation, for purposes of indemnification under section 10(d)(1).

(c) (1) Publisher shall indemnify and hold harmless Company from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorney's fees and costs) arising out of or incurred as a direct result of any breach by Publisher of any warranty, representation, agreement or undertaking made by Publisher in this Agreement (individually and collectively, "Publisher Claims");

(2) In the event of any Publisher Claim: (i) Company shall notify Publisher of the Publisher Claim concerned promptly following the date that Company becomes aware of it; (ii) Publisher shall defend against the Publisher Claim concerned (at Publisher's own expense) through legal counsel selected by Publisher; and (iii) each party shall reasonably cooperate with the other in the defense of the Publisher Claim concerned. Publisher may not settle a Publisher Claim without Company's prior written consent, which consent shall not be unreasonably withheld or delayed. Publisher shall be solely responsible for the amount of any settlement or judgment for such Publisher Claim and all legal expenses and counsel fees incurred by Publisher in connection therewith. Company shall have the right at all times to actively participate in the defense of any Publisher Claim and to employ legal counsel selected by Company at Company's own expense, it being understood that Publisher shall have the right at all times, in Publisher's sole discretion, to maintain control of the conduct of the defense.

(d) (1) Company shall indemnify and hold harmless Publisher and Publisher's affiliates from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorney's fees and costs) arising out of or incurred as a direct result of (i) any breach by Company of any warranty, representation, agreement or understanding made by Company in this Agreement; and (ii) any claims that result from any use of the Compositions by Company that are not expressly authorized by this Agreement; (individually and collectively, "Company Claims").

(2) In the event of any Company Claim: (i) Publisher shall notify Company of the Company Claim concerned promptly following the date that Publisher becomes aware of it; (ii) Company shall defend against the Company Claim concerned (at Company's own expense) through legal counsel selected by Company; and (iii) each party shall reasonably cooperate with the other in the defense of the Company Claim concerned. Company may not settle a Company Claim without Publisher's prior written consent, which consent shall not be unreasonably withheld or delayed. Company shall be solely responsible for the amount of any settlement or judgment for such Company Claim and all legal expenses and counsel fees incurred by Company in connection therewith. Publisher shall have the right at all times to actively participate in the defense of any Company Claim and to employ legal counsel selected by Publisher at Publisher's own expense, it being understood that Company shall have the right at all times, in Company's sole discretion, to maintain control of the conduct of the defense.

10. TERMINATION

(a) If either party hereto fails to comply with any of the material terms or conditions of this Agreement (the "Defaulting Party"), the other party hereto (the "Non-Defaulting Party") may (without prejudice to any other rights the Non-Defaulting Party may have) terminate this Agreement by giving the Defaulting Party thirty (30) days' prior written notice to cure its breach or default. If the Defaulting Party does not cure its breach or default within such thirty (30) day period, the Non-Defaulting Party may forthwith terminate this Agreement upon written notice to the Defaulting Party. Any notice of termination shall be effective as of the date of such notice, but in no event sooner than three (3) business days after the Defaulting Party's receipt of such notice. Notwithstanding anything to the contrary, this Agreement will terminate automatically, without notice (if permitted under applicable law), if any of the following occurs:

(i) Company is dissolved or its assets are liquidated, or if Company becomes insolvent; or

(ii) A bankruptcy proceeding for a reorganization or for other relief from the claims of creditors, or any similar proceeding takes place with respect to Company or its assets.

(iii) Company ceases doing business in the ordinary course and/or there is a substantial diminution in the ability of Company to effectively carry on its business in general or any aspect thereof or the business of a Service in particular.

(iv) Company breaches any of Company's material representations, warranties, covenants or obligations hereunder, or Company fails to fulfill its material obligations hereunder; provided, however, that such breach is not cured within twenty (20) days from Company's receipt of Sony's notice of such breach.

(v) Company fails to timely make payments required hereunder or render any information or documents required to be furnished or otherwise made available to Publisher as and when required hereunder; provided, however, that with respect to any such breach Company shall have a period of five (5) days from its receipt of Publisher's notice of such breach in which to cure said breach.

(vi) Company uses a Composition in a Ringtone without first notifying Publisher in writing of the title of the Composition concerned and receiving approval for the use of such Compositions from Publisher.

(vii) Company licenses the rights hereunder to a third party that is not an Approved Sublicensee as set forth herein.

(b) The expiration or termination of this Agreement shall not relieve either party hereto of responsibility for obligations incurred prior to termination.

(c) Upon the expiration or termination of this Agreement, all rights of Company, and Approved Sublicensees in and to the Compositions shall terminate except as otherwise provided herein, Company shall remove, return or destroy all Ringtones embodying the Compositions hereunder, and Company shall pay all monies then due or to become due to Sony pursuant to paragraph 5 hereof.

(d) Anything to the contrary herein notwithstanding, the rights of End Users in respect of Ringtones lawfully obtained under section 1(a)(iv) hereof shall survive any expiration or termination of this Agreement.

(e) The terms, provisions, representations, and warranties contained in this Agreement which are intended to survive the expiration or termination of this Agreement will so survive and continue in full force and effect until they are satisfied in full or by their nature expire.

11. DEFINITIONS

(a) Intentionally Omitted Without Implication.

(b) "Approved Sublicensee(s)" shall mean those entities approved by Publisher as set forth on Schedule B attached hereto. Additional third parties may be added to Schedule B, subject to Sony's prior written approval. If no Schedule B is attached hereto, Company shall be deemed to have no Approved Sublicensees and Company shall have no right to grant the rights granted herein to any third party. For the avoidance of doubt, Approved Sublicensees shall not have the right to license the rights granted to them by you hereunder.

(c) "Compositions" means those musical works, solely to the extent that they are owned and/or controlled by Publisher in and throughout the Territory, which Publisher has approved for use by Company in the creation of Ringtone(s) as set forth on Schedule A, attached to and made a part hereof, as such Schedule A may be amended in writing from time to time as hereinafter provided.

(d) "End User" means any person within the Territory who receives a Ringtone or to whom a Ringtone is distributed and/or transmitted for the purpose of being written or otherwise stored in the memory of such End User's selected Wireless Device.

(e) "Company Revenue" means (a) the Net Monetary Revenue received by, or due and owing to, Company and each Approved Sublicensee from the Sale by Company and each Approved Sublicensee, as applicable, of a Ringtone via a Service, calculated by using the Sale price of the Ringtone concerned charged by Company and each Approved Sublicensee, as

applicable, to an End User; and (b) the reasonable value of goods, services or credits received by Company and each Approved Sublicensee from any source in lieu of cash payments for the exploitation of Ringtones licensed hereunder. For the avoidance of doubt, if Company sublicenses any Ringtone to an Approved Sublicensee, it is the Sale price of the Ringtone to the End User charged by the Approved Sublicensee concerned, and not any lesser sublicensing fee paid by the Approved Sublicensee to Company, that shall be used as a basis to determine Company Revenue. "Net Monetary Revenue" means gross revenue, excluding value added, use, sales or other similar taxes to be collected for payment to the applicable taxing authority(ies), but excluding, for the avoidance of doubt, rebates, in connection with such Sale.

(f) "Ringtone" means an audible electronic code, whether or not such code embodies a sound recording, embodying a performance of a pre-determined synthesized melodic fragment of a Composition, whether monophonic, polyphonic, midi, WAV, SMAF, AMR, MP3 or other formats created for the purpose of causing a Wireless Device to play such fragment for use as an identifier or as an element of an identifier of an activity on such Wireless Device, such as the receipt of an incoming signal.

(i) "Master Ringtone" shall mean a Ringtone consisting of a compressed audio file of an excerpt of a master recording of a Composition.

(ii) "Monophonic Ringtone" shall mean a Ringtone in the MIDI format consisting of a single melodic voice.

(iii) "Polyphonic Ringtone" shall mean a Ringtone in the MIDI format consisting of multiple melodic voices.

For the avoidance of doubt, the right to create Animated Ringtones is specifically excluded from this Agreement.

(g) "Sale", "Sell" or "Sold" means any action whereby an End User in the Territory obtains from Company or an Approved Sublicensee a complete or useable copy of a Ringtone that is capable of being written or otherwise stored in the memory of a Wireless Device. For the avoidance of doubt, a Sale shall include any action described in the preceding sentence which occurs during a promotion, contest, give-away or any other distribution of a Ringtone for no consideration or consideration other than the then-current full retail price. For the avoidance of doubt, Ringtones shall not be installed on or delivered to Wireless Devices prior to the purchase of such Wireless Devices by End Users (i.e., they shall not be embedded into Wireless Devices prior to the purchase of such Wireless Devices by End Users).

(h) "Service" means the provision of a Ringtone via a range of service channels, including, but not limited to, the Internet, cable, satellite, web, wireless application protocol (a/k/a WAP), wireless local area network (a/k/a WLAN), Bluetooth technology (infrared or other similar radio wave technology), wired connection from a local computer, short or smart messaging service (a/k/a SMS), subsequent corresponding technologies or any other form of distribution or transmission of Ringtones.

(i) "Term" means the period specified in Article 3 herein.

(j) "Territory" means the United States of America and Mexico.

(k) "Wireless Device" shall mean an electronic device typically designed to be used for, among other purposes, mobile voice and/or data communications, and includes, without limitation, wireless communication terminals, handsets, mobile phones, pagers, personal digital assistants and accessories which are capable of receiving a Ringtone.

12. ASSIGNMENT

Publisher may assign its rights under this Agreement in whole or in part to any subsidiary, affiliated or controlling corporation or company, to any Person owning or acquiring a substantial portion of the stock or assets of Publisher, or to any partnership or other venture in which Publisher participates, and such rights may be similarly assigned by any assignee. No such assignment shall relieve Publisher of any of Publisher's obligations hereunder. Company may assign its rights hereunder to any affiliate or any other person in connection with the sale or transfer of substantially all of its assets, provided, however, that Company shall not assign this agreement to a competitor of Publisher or to an entity engaged in the business of manufacturing, distributing and/or selling (i) blank or digital recording media for the purpose of facilitating the resale thereof, or (ii) products designed to circumvent copy protection mechanisms.

13. FORCE MAJEURE

If because of: an act of God; inevitable accident; fire; lockout, strike or other labor dispute; riot or civil commotion; act of public enemy; enactment, rule, order or act of any government or governmental instrumentality (whether federal, state, local or foreign); failure of technical facilities; failure or delay of transportation facilities; any or other cause of a similar or different nature not reasonably within Sony's or Company's control (a "Force Majeure Event"); Sony or Company, as the case may be, is materially hampered in the performance of its obligations hereunder, then, without limiting either party's rights, Sony or Company, as the case may be, shall have the option by giving a notice ("Suspension Notice") to the other party hereto suspending the Term for the duration of any such contingency solely in the region of the Territory affected by such Force Majeure Event. In the event the Force Majeure Event exceeds thirty (30) days, this Agreement may be terminated by written notice from either party hereto.

14. NOTICES

Except as specifically provided herein, all notices under this Agreement shall be in writing and shall be given by courier or other personal delivery or by registered or certified mail at the appropriate address below or at a substitute address designated by notice by the party concerned.

TO COMPANY: The address shown above.

TO PUBLISHER: 550 Madison Avenue
New York, New York 10022-3211
Attention: Senior Vice President, Business Affairs and Administration

and

Sony Corporation of America
Law Department
550 Madison Avenue

B/c

New York, New York 10022-3211
Attention: Senior Vice President and General Counsel

Notices shall be deemed given when mailed or, if personally delivered, when so delivered, except that a notice of change of address shall be effective only from the date of its receipt.

15. LIMITATION OF LIABILITY

EXCEPT FOR CLAIMS UNDER ARTICLE 9 ABOVE, NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR FOR INTERRUPTED COMMUNICATIONS, LOST DATA, LOST PROFITS, LOST REVENUE OR LOST OPPORTUNITIES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF THAT PARTY HAS BEEN ADVISED OF (OR KNOWS OR SHOULD KNOW OF) THE POSSIBILITY OF SUCH DAMAGES.

16. MISCELLANEOUS

(a) This agreement contains the entire understanding of the parties relating to its subject matter. No change of this agreement will be binding upon either party unless it is made by an instrument signed by Company and by an officer of Publisher. A waiver by either party of any provision of this agreement in any instance shall not be deemed to waive it for the future. All remedies, rights, undertakings, obligations and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy right, undertaking, obligation or agreement of either party.

(b) No designation, approval, or consent provided for in this Agreement will be deemed given unless set forth in writing and signed by an authorized officer or representative of the party concerned.

(c) If any part of this Agreement, or the application thereof to any party, shall be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect the remainder of this Agreement, which shall continue in full force and effect, or the application of this Agreement to the remaining parties hereto.

(d) This agreement has been entered into in the State of New York, and the validity, interpretation and legal effect of this agreement 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), only, will have jurisdiction of any controversies regarding this agreement; any action or other proceeding which involves such a controversy will be brought in those courts, in New York County, and not elsewhere.

(e) The relationship of the parties is that of independent contractors and nothing in this Agreement shall render either party an agent of the other.

(f) The headings, subheadings, and other captions in this Agreement are for convenience and reference only and will not be used in interpreting, construing, or enforcing any of the terms of this Agreement. Each party acknowledges that it has had the opportunity to review this Agreement with legal counsel of its choice, and there will be no presumption that ambiguities will be construed or interpreted against the drafter, and no presumptions made or inferences drawn because of the inclusion of a term not contained in a prior draft or the deletion of a term contained in a prior draft. The words "hereof," "herein," "hereunder" and similar terms

in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement.

(g) This Agreement will not become effective until executed and delivered by Publisher and Company.

SONY/ATV MUSIC PUBLISHING LLC

By: _____

Name: Jonas Kent

Title: VP, BA

Date: 1/31/05

REDACTED

SCHEDULE A

Song Code	Title	Artist	Writers	US Share	US Licensed Terr.	US Licensed Terr.
831755	26 Years, 17 Days	Lyle	Jennings, Sigler, Curry	50.00%	50.00%	World Wide
544769	50/50	Lemar	Hermansen, T.E./Miller, M./Obika, Lemar/Rustan, H./Mikkel SE	12.50%	12.50%	World Wide
127608	83	John Mayer	Mayer	100%	100.00%	World Wide
112898	911	Wyclef Feat. Mary J Blige	Jean; DuPlessis; Brown; Cadet	47.50%	47.50%	World Wide
88509	(I've Had) The Time Of My Life	Officer & A Gentleman	J. DeNicola,D. Markowitz, F. Previte	12.50%	12.50%	World Wide
58927	(Lying Here With) Linda On My Mind	Conway Twitty	Twitty	100.00%	100.00%	World Wide
	1 In The Morning	LL Cool J	James Smith, Blackman	100.00%	100.00%	World Wide
599373	1000 Good Intentions	Rise Against	Pincipe/McIlrath/Barnes/Wieklinski	75.00%	75.00%	World Wide
70051	4,3,2,1	LL Cool J	Smith/Redmon/Sermon/ Method Man/Cannibus	15.00%	15.00%	World Wide
39005	50,000 Names	George Jones	O'Hara	100.00%	100.00%	Worldwide
127338	8 Days of Christmas	Destiny's Child	Knowles / McCalla	50%	50.00%	Worldwide
110758	9PM	ATB	Tannenberger/Ferrerons/Posadas/Riviera	50.00%	31.25%	World Wide
83909	A Day In The Life	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
38092	A Little Respect	Erasure	Bell/Clarke	100.00%	100.00%	World Wide
118200	A Love Before Time (Crouching Tiger Hidden Dragon Theme)	Theme	Calandrelli / Dun	100.00%	100.00%	Worldwide
137938	A Moment Like This	Kelly Clarkson	Ried/Elofsson	50.00%	50.00%	World Wide
130202	A New Day Has Come	Celine Dion	Moccio/Nova	50.00%	40.00%	World Wide
337255	A Real Fine Place to Start	Sara Evans	Ducas/Foster	50.00%	50.00%	World
501010	Absolutely Fabulous	Pet Shop Boys	Tennant/Lowe	100.00%	100.00%	World Wide
83910	Across The Universe	Beatles	Lennon/McCartney	66.67%Sony, 33.33% EMI	100.00%	World Wide
67841	Adia	Sarah McLachlan	McLachlin/P. Marchand	50.00%	50.00%	World Excluding Canada
315510	Aerials	System of a Down	Malakian, Tankian, Odadjuan, Dolmayan	100.00%	100.00%	World Wide
523508	Aero Dynamic	Kraftwerk	Schmitt/Huetter/Hilpert	100.00%	100.00%	Worldwide
293946	After You've Gone	One True Voice	Stock/Waterman	50.00%	50.00%	World Ex. Eire, UK
449448	Agnus Dei	Michael W. Smith	Smith	100.00%	100.00%	World Wide
593985	Ahora Quien	Marc Anthony	Estefano/Reyes	100.00%	100.00%	Worldwide
36380	Ain't Goin' Down Til The Sun Comes Up	Garth Brooks	Williams/Brooks/Blazy	33.34%	33.34%	World Wide
130268	Ain't It Funny	Jennifer Lopez	Rooney / Lopez	100.00%	100.00%	Worldwide
54545	Ain't No Fun (If The Homies Can't Have None)	Snoop Dogg	Young/Broadus/Nathan/Kurupt/Warren	50.00%	50.00%	World Wide
104958	Ain't No Future In Yo Frontin'	MC Breed	Troutman/Clinton/	31.25%	31.25%	Worldwide
607592	Ain't Nothin Wrong	Houston	Edmonds/Dixon/Thomas/Dawkins/Mason Jr	17.50%	17.50%	World Wide
84438	Air	Ben Folds Five	Ben Folds, Darren Jessee, Robert Sledge	100.00%	100%	World Wide
548027	Algo Tienes	Paulina Rubio	Chris Rodriguez, Manny Benito	50.00%	50%	World Wide
596105	Alive	Kenny Wayne Shepherd	Frederiksen/Shepherd	100.00%	100%	World Wide
547537	All Falls Down	Kayne West	Hill/West	100.00%	100%	World Wide
44501	All For Love (The Three Musketeers)	Bryan Adams	Adams/Lange/Kamen	58.33%	58%	World wide
512560	All I Have	Jennifer Lopez	Riddick/Bowser/Richardson/Smith/McPherson/Jeffrey	8.34%	8%	World Wide
102020	All I Wanna Do	Sheryl Crow	Gilbert, Kevin	18.50%	18.50%	World Wide
86529	All I Want For Christmas Is You	Mariah Carey	Carey/Atanasieff	50.00%	50.00%	World Wide
608781	All Jacked Up	Gretchen Wilson	Wilson/McGehee/Rich	33.34%	33.34%	World Wide
448710	All My Exes Live In Texas	George Strait	Shafer	100.00%	100.00%	World Wide
83912	All My Lovin	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	
132195	All Rise	Blue	Eriksen / Rustan / Hermansen	30.00%	30.00%	Worldwide
83913	All Together Now	Beatles	Lennon/McCartney	66.67%Sony, 33.33% EMI	100.00%	World Wide
83914	All You Need Is Love	Beatles	Lennon John/Mc Cartney Paul	66.67%Sony, 33.33% EMI	100.00%	World Wide
38041	Alone	Mariah Carey	Steinberg/Kelly	100.00%	100.00%	World Wide
41302	Alone Again (Naturally)	Gilbert O'Sullivan	O'Sullivan	100.00%	100.00%	World X UK, Japan, SE Asia
220306	Anthem For the Year 2000	Silver Chair	Johns	100.00%	100.00%	World
117689	Always Come Back To Your Love	Samantha Mumba	Eriksen / Rustan / Hermansen	33.34%	33.34%	Worldwide
82696	Always Never The Same	George Strait	McBride/Green	50.00%	50.00%	Worldwide
56035	Always You	Sophie Zelmani	Zelmani/Halapi/Starkie	100.00%	100.00%	World wide
124390	AM TO PM (Spanish Version)	Christina Milian	Milian/ Karlsson/ Winnberg / Lopez	18.67%	18.67%	Worldwide
593999	Amar Sin Mentiras	Marc Anthony	Estefano/Anthony	100.00%	100.00%	World Wide
113587	Amazed	Poe	Danielewski Annie	60.00%	100.00%	World Wide
520459	Amazin'	LL Cool J	Smith, Hugo, Williams	50.00%	50.00%	World Wide
395539	America	Neil Diamond	Diamond	100.00%	100.00%	WW
331276	American Dream	System of a Down	Malakian, Tankian, Odadjuan, Dolmayan	100.00%	100.00%	World Wide
449288	American Trilogy	Elvis Presley	Newbury	100.00%	100.00%	Worldwide
18027	Amigos	Marc Anthony	Carlos/Carlos	50.00%	50.00%	World Wide
83915	And I Love Her	Beatles	Lennon John/Mc Cartney Paul	66.67%Sony, 33.33% EMI	100.00%	World Wide
48488	And Our Feelings	Babyface	Edmonds/Simmons	85.00%	85.00%	World Wide
24475	And The Beat Goes On	The Whispers	Shelby/Shocklley/Sylvers/Smith	66.67%	66.67%	World Wide
67832	Angel	Sarah McLauchlan	S McLauchlan	100.00%	100.00%	World Excluding Canada
61532	Angel's Among Us	Alabama	Goodman/Hobbs	100.00%	100.00%	World Wide
447624	Another World	Joe Jackson	Joe Jackson	100.00%	100.00%	World Wide
145497	Antologia	Dhakira	Morbarak/Ochoa	100.00%	100.00%	World Wide
78141	Anymore	Travis Tritt	Tritt/Colucci	50.00%	50.00%	World Wide
106785	Anytime	Kelly Clarkson	Watters/Biancaniello	50.00%	50.00%	US
	Apple Cobbler	LL Cool J	James Smith, Tim Mosley	pending	pending	
99250	Army	Ben Folds Five	Ben Folds	100.00%	100%	World Wide
196076	Around the Way Girl	LL Cool J	Smith/James/Williams	37.50%	38%	World Wide
555217	As Good as I Once Was	Toby Keith	Emerick/Keith	50.00%	50%	World Wide

SCHEDULE A

Song	Title	Artist	Writer(s)	US/Collected	Territory/WW World Wide
593842	Ashes Of The Wake	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100.00%	100.00% WW
523391	Augusta Rain (Georgia Rain)	Trisha Yearwood			
503927	Baby I Love U	Jennifer Lopez	Rooney/Lopez/Shea/Barry	33.34%	33% World Wide
106549	Baby I'm A Want You	Bread	Gates David A	100.00%	100.00% World Wide
63921	Baby You're A Rich Man	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
35058	Baby, Baby, Baby	TLC	Edmonds/Reid/Simmons	33.34%	33% World wide
	Bachelor Party	Nas		splits are pending	
125573	Back From The Dead	Kid Rock	Peters	100.00%	100.00% World Wide
63922	Back In The USSR	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00% World Wide
243389	Back Seat	LL Cool J	Smith/Jones	43.75%	43.75% World Wide
197552	Back to Life	Soul II Soul	Law/Romeo/Wheeler/Hooper	41.67%	41.67% World Wide
525721	Back When	Tim McGraw	Lynch, Stevens, Smith	33.34%	33.34% World Wide
52879	Bad Case Of Loving You	Robert Palmer	John Martin	100.00%	100.00% World Wide
	Badaboom	B2K feat. Fabolous	Jackson/Stokes/Scott/Houston	pending	pending World Wide
61936	Bama Lama Bama Loo	Little Richard	Penniman	100.00%	100.00% World Wide
124012	Band Of Brothers Main Theme	N/A	Kamen	87.50%	87.50% World wide
130250	Baya Baya	Safri Duo	Friis/Savery	100.00%	100.00% World Wide
497283	Be As You Are	Kenny Chesney	Chesney, Dillon	100.00%	100.00% World Wide
110095	Be Bop A Lula	Gene Vincent	Davis/Vincent	83.33%	83.33% US & Canada
64106	Because	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00% World Wide
301503	Because I Love You	Mark Oh	Brooks	100.00%	100.00% World Wide
180626	Beds Are Burning	Novaspace	Gifford/Hirst/Moginie/Garrett	100.00%	100.00% World Wide
131624	Beer For My Horses	Toby Keith/Willie Nelson	Emerick/Keith	50.00%	50.00% World Wide
76449	Beer Thirty	Brooks and Dunn	Dunn, Ronnie G.	50.00%	50.00% World Wide
65204	Before The Night Is Over	Bryan Adams	Adams/Martin	50.00%	40.00% World Wide
63924	Being For The Benefit Of Mr. Kite	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
65196	Believe In You	Amanda Marshall	Marshall / Bazilian	50.00%	50.00% Worldwide
272668	Better the Devil You Know	Kylie Minogue	Stock/Aitken/Waterman	33.34%	33.34% World Wide
51225	Better Things To Do	Terri Clark	Shapiro / Clark /Waters	47.50%	47.50% Worldwide
	Big Chips	Jay Z & R Kelly	R. Kelly/S. Carter/J.C.Olivier, S.J. Barnes/	splits are pending	
172759	Big Yellow Taxi	Counting Crows	Mitchell	100.00%	100.00% World Wide
518523	Bigger Than My Body	John Mayer	Mayer	100.00%	100.00% Worldwide
111339	Bills, Bills, Bills	Destiny's Child	Knowles, Beyonce G.	10.00%	10.00% World Wide
63925	Birthday	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00% World Wide
48887	Bitches Ain't Shit	Dr. Dre	Young/Broadus/Curry/Armaud/Brown	62.50%	62.50% World Wide
606538	Bitches Ain't Shit	Lil Jon	Durham/Harris/Lewis	37.50%	37.50% World Wide
607338	Black Horse & Cherry Tree	Katie Tunstall	Katie Tunstall	100.00%	100.00% World Wide
343868	Black Suits Comin' (Nod Ya Head)	Will Smith	Smith - Sparks - Feemster - Bennett - Bennett - Bennett	73.75%	73.75% World Wide
63926	Blackbird	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
421878	Blank Sheet of Paper	Tim McGraw	Warren, Warren, Schlitz	66.66%	66.66% World Wide
118133	Blessed	Martina Mcbride	Lindsey / Vergea / James	33.33%	33.33% Worldwide
593835	Blood Of The Scribe	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100.00%	100.00% WW
84764	Blue Jay Way	Beatles	Harrison	100.00%	100.00% World Wide
29590	Blue Savannah	Erasure	Bell/Clarke	100.00%	100.00% World Wide
303211	Bonnie and Shyne	Shyne	Thompson, David, Levy, Barrow, Gasson, Cugielmi	20.00%	20.00% World Wide
448367	Boom	System Of A Down	Malakian/Tankian/Dolmayan/ Odadjian	100.00%	100.00% World wide
196233	Boomin System	LL Cool J	Smith/Williams	37.50%	37.50% World wide
35968	Boot Scootin' Boogie	Brooks & Dunn	Dunn, Ronnie G.	100.00%	100.00% World wide
168465	Boot Call	Blackstreet	Clinton George Jr; Dickey Antwone L; Riley Edward T; Riley Markell Demont; Sermon Erick S; Shider Garry Marshall; Spradley David Lee; Sylvers Leon F III; Troutman Larry; Troutman Roger	37.50%	37.50% World wide
302137	Bootylicious	Destiny's Child	Nicks/Fusari/Knowles/Walsh /Moore	87.50%	87.50% World wide
106535	Born Free	Roger Williams	Barry John/Black Donald	100.00%	100.00% World Wide
116914	Born Slippy	Underworld	Smith/Hyde	100.00%	100.00% World Wide
111400	Born To Fly	Sara Evans	Evans/Hummon/Scott	33.34%	33.34% World Wide
504927	Born to Try	Delta Goodrem	Delta Goodrem/Mtawarira, Audius	100.00%	100.00% World Wide
315523	Bounce	System of a Down	Malakian, Tankian, Odadjuan, Dolmayan	100.00%	100.00% World Wide
28726	Brand New Man	Brooks and Dunn	Cook, Don Kirby, Brooks, Leon E.	100.00%	100.00% World Wide
537150	Brass Bed	Josh Gracin	James/McBride/Hughes	33.34%	33.34% World Wide
68458	Brass Monkey	Beastie Boys	Rubin / Horowitz / Yauch / Diamond	50.00%	50.00% Worldwide
593843	Break You	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100.00%	100.00% WW
504561	Breathe	Blu Cantrell	Martin/Matias/Bemberry/ Bradford/Harris/Joiner/Mathers/ Aznavour	17.50%	17.50% World Wide
45152	Breathe Again	Toni Braxton	Edmonds	100.00%	100.00% World wide
62899	Brick	Ben Folds Five	Folds/Jessee	100.00%	100.00% World Wide
593831	Bring Me Down	Miranda Lambert	Miranda/Howard	50.00%	50.00% World Wide
105213	Bring It All To Me	n/a	Rooney/Spencer/Shelby	25.00%	25.00% World Wide
496337	Brokenheartsville	Joe Nichols	Daniels/Kaas/Boudreaux/Mevis	50.00%	50.00% World Wide
118495	Brown Eyes	Destiny's Child	Knowles/Afanasieff	100.00%	100.00% World Wide
129225	Brown Skin	India.Arie	Arie/Sanders/Batson	43%	42.50% World Wide
111338	BUG A BOO	DESTINY'S CHILD	Briggs, Burns, Knowles, Roberson, Rowland, Luckett	7.50%	7.50% Worldwide
67839	Building A Mystery	Sarah McLachlan	Sarah McLachlan	50.00%	50.00% US
48842	Burnin' For You	Blue Oyster Cult	Meltzer/Roeser	100.00%	100.00% World Wide
108534	Burning Love	Elvis Presley	Linde Dennis	100.00%	100.00% World Wide
208913	Butterfly	Mariah Carey	Carey/Afanasieff	50.00%	50.00% World Wide
625468	B.Y.O.B.	System Of A Down	Malakian/Tankian/Dolmayan/ Odadjian	100.00%	100.00% World Wide

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SCHEDULE A

Song ID	Title	Artist	Writers	US % Collected	US % Territory (WW=Worldwide)
548917	By The Time I Get To Phoenix	Glen Campbell	Webb	Sony/Lastrad 46.25%	46.25% World Wide
287760	By Your Side	Sade	Denman/Matthewman/Adu/Hale	100.00%	100.00% World Wide
204568	Bye Bye Baby	TQ	Quaites/Mosley/Howard	50.00%	50.00% World Wide
155408	California Love (remix)	Dr. Dre and Roger Troutman	Troutman/Troutman/Durham/Cunnigham/Hudson/ Hooks	65.00%	65.00% World Wide
81698	Call and Answer	Barenaked Ladies	Duffy/Page	50.00%	50.00% Worldwide
505038	Call Me	Fabulous	Barnes/Olivier/Jackson/Myers	25.00%	25.00% World Wide
288545	Call On Me	ERIC PRYDZ	Sanders, Ramsey, Huggard	25.00%	25.00% WW
627739	Calm Before The Storm	Fall Out Boy	Peter Wentz, Patrick Stumph, Joseph Trohman, Andrew Hurley	100.00%	100.00% World Wide
104096	Calm Like A Bomb	Rage Against The Machine	De La Rocha/ Commerford/ Morello/Wilk	100.00%	100.00% World Wide
145743	Candida	Levine/Wine	Tony Orlando & Dawn	Sony/Lastrada 55%	55.00% World Wide
	(Can't Believe) This Is Me	J-Lo		splits are pending	
83927	Can't Buy Me Love	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00% World Wide
131904	Can't C Me	Dr. Dre	Young/Clinton/Shakur	37.50%	37.50% World Wide
	Can't Explain It	LL Cool J	James Smith, Tim Mosley	pending	pending
84100	Carry That Weight	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00% World Wide
172752	Case of You	Diana Krall	Mitchell, Joni	100.00%	100.00% World Wide
619519	Cater 2 U	Destiny's Child	Knowles/Rowland/Walker/Rude/Williams/Jenkins	39.15%	39.16% World Wide
133747	Caught In The Middle	A1	Adams / Marazzi / Porter / Mitra	50.00%	50.00% Worldwide
451168	Center Of My heart	Lenny Kravitz	Martin/Burton/Philips	33.34%	33.34% World Wide
38093	Chains Of Love	Erasure	Bell/Bell/Martin	100.00%	100.00% World wide
107850	Change Of Heart	Thema	Buie / Cobb	100.00%	100.00% Worldwide
187791	Cheated (To All The Girls I've Cheated On)	Jean Wyclef	Jean/Hammond/White/Bailey/David/Robinson/Malloo/Haug/Obrien/Jackson/Mckay/Wright/Leibrand	20.00%	20.00% Worldwide
127184	Cheatin' On Me	50 Cent	Barnes/Olivier/Jackson/ Burruss/ Gates	33.34%	33.34% World wide
502872	Cheeky Song	Cheeky Girls	Kirtley/Somal/Hawes	83.00%	836.00% World Ex. Portugal, UK, Spain
609545	Cherry Pie	J-Lo	Rooney, Kelly, Robinson, Lopez	25.00%	25.00% World
448364	Chic N Stu	System of a Down	Malakian, Tankian, Odadjian, Dolmayan	100.00%	100.00% World Wide
101133	Chicago	Graham Nash	G. Nash	100.00%	100.00% World Wide
132650	Chicago (That Todding Sound)	Frank Sinatra	Fisher	100.00%	100.00%
155698	Children of the Ghetto	Mary J. Blinge	Amoo/Amoo	100.00%	100.00% World Wide
297778	Chillin	Modjo	Rodgers/Edwards/Destagnol.Trachart	20.00%	20.00% World Wide
515443	Chipmunk Song	Alvin & The Chipmunks		100.00%	100.00% World X Europe
119402	Chocolat - Vianne Sets Up Shop	Thema (Incidental Music)	Rachel / Portman	100.00%	100.00% Worldwide
128656	Chop Suey	System Of A Down	Malakian/Tankian/Dolmayan/ Odadjian	100.00%	100.00% World Wide
100164	Christmas In Dixie	Alabama	Gentry/Cook/Owen	100.00%	100.00% World Wide
213119	Ciega Sordomuda	Shakira	Mebarak / Estefano	75.00%	75.00% World Wide
86081	Cigarretes and Alcohol	Oasis	Noel Gallagher	100.00%	100.00% Worldwide
40519	Clair		O'Sullivan	100.00%	100.00% Worldwide
519513	Clarity	John Mayer	Mayer	100.00%	100.00% Worldwide
525305	Class Reunion (That Used To Be Us)	Lonestar	McDonald/Myers/Primmer	33.34%	33.34% World Wide
78258	Cleopatra, Queen of Denial	Pam Tillis	Tillis/Dipiero/Buckingham	66.67%	66.67% World Wide
125911	Clint Eastwood	Gorillaz	Makromallis/Irie/Albarn/Hewlett	25.00%	25.00% World Wide
515859	Closest Thing to Crazy	Katie Melua	Batt	100.00%	100.00% World Wide
85212	Cloud Number Nine	Bryan Adams	Adams/Peters/Martin	66.67%	66.67% World Wide
150981	Clumsy	Our Lady Peace	Maida/Lanni	100.00%	100.00% World Wide
598074	Cold	Crossfade	Ed Sloan	100.00%	100.00% World Wide
343165	Color of Love	Boyz II Men	Edmons	100.00%	100.00% World Wide
603836	Come A Little Closer	Dierks Bently	Bently / Beavers	100.00%	100.00% World Wide
131576	Come to Jesus	Mindy Smith	Mindy Smith	100.00%	100.00% World Wide
84109	Come Together	Beatles	Lennon John/Mc Cartney Paul	64.167% Sony, 35.833 EMI	100.00% World Wide
101412	Computer World	Kraftwerk	Huetter / Schneider-Esleben / Schult / Bartos	75.00%	75.00% Worldwide
113581	Control	Poe	Danielewski Annie	60.00%	100.00% World Wide
54563	C-O-U-N-T-R-Y	Joe Diffie	Harbin, Ronald S., Ed Hill, Dusty Drake	33.33%	33.33% World Wide
137580	Cowboys Like Us	George Strait	DiPiero/Smith	50.00%	50.00% World Wide
893	Crazy	Patsy Cline	Nelson Willie (USA)	100.00%	100.00% World
604069	Crazy In Love	Eminem	Wilson/Wilson/Fisher/Mathers/Resto	75.00%	75.00% World
137330	Crazy On You	Heart	Wilson/Wilson/Fisher	50.00%	50.00% World Wide
169659	Crossover	EPMD	D. Gamson, E. Sermon, P. Smith, R. Troutman	40.00%	40.00% World Wide
58343	Cruel Summer	Bananarama	Fahey / Woodward / Swain/ Jolley / Dallin	25.00%	25.00% Worldwide
631753	Cry	Lyfe	Jennings	100.00%	100.00% World Wide
342937	Cry Baby	Janis Joplin	Berns/ Meade	16.67%	16.67% USA
450354	Crying	Roy Orbison	Melson/Orbison	62.50%	62.50% US
119499	Crying At The Discotheque	Alcazer	Rodgers / Edwards / Bard / Wolbeck / Goulds / Hansson	25.00%	25.00% Worldwide
237954	Daddy Cool	Boony M	Reyam/Farian	100.00%	100.00% Worldwide
422700	Damien	DMX	Blackmon/Simmons/Smalls	50.00%	50.00% Worldwide
505034	Damn	Fabolous	Edwards, Rodgers, Jackson, Barnes, Oliver	50.00%	50.00% Worldwide
599408	Dancing For Rain	Rise Against	Rise Against	100.00%	100.00% Worldwide
100156	Dancin' Shagin' On The Boulevard	Alabama	Owen/Fowler/Gentry	100.00%	100.00% World Wide
1049	Dang Me	Roger Miller	Miller	100.00%	100.00%
447816	Danger High Voltage	Electric 8	Spencer/Frezza/Nawara/ Seiph/Martin	100.00%	100.00% World Wide
188507	Dangerously In Love	Beyonce	Knowles/McCulla	50.00%	50.00% World Wide
237400	Das Model	Kraftwerk	Schult/Huetter/Bartos	75.00%	75.00% World Wide
519511	Daughters	John Mayer	John Mayer	100.00%	100.00% World Wide
203539	Dawson's Creek Theme		Fields	100.00%	100.00% World Wide
83932	Day Tripper	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide

SCHEDULE A

131223	Dazz		Irons/Hargis/Ransom	50.00%	50.00% World Wide
99175	Dear Lie	TLC	Edmonds/Watkins	70.00%	70.00% World Wide
83933	Dear Prudence	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00% World Wide
39901	Deeez Nuuuts	Dr. Dre	Young/Broadus	50.00%	50.00% World Wide
38420	Deep Cover	Dr. Dre	Dr. Dre/Wolfe/Broadus	100.00%	100.00% World Wide
42398	Department Of Youth	Alice Cooper	Cooper/Ezrin/Wagner	50% Sony, 50% Undercut Music	50.00% World Wide
527547	Deseos de Cosas Imposibles	La Oreja de Van Gogh	Montero/Benegas/Fernandez/Fuentes	100.00%	100.00% World Wide
550616	Diamond In The Back	Ludacris	DeVaughn/Bridges/Houston/ Beauregard	45.46%	45.46% World Wide
289262	Did You Ever Think	R Kelly	Barnes/Olivier/Mayfield/Kelly	30.00%	30.00% World Wide
127164	Differences	Ginuwine	Oliver/Lumpkin	50.00%	50.00% World Wide
48418	Diggin' On You	Babyface	Edmonds	100.00%	100.00% World Wide
1029	DIVORCE	Tammy Wynette	Babcock/Putman	100.00%	100.00% World Wide
100583	Dixieland Delight	Alabama	Rogers	100.00%	100.00% World Wide
109177	Dizzy	Tommy Roe	Roe/Weller	50% Sony/ATV Songs	50.00% World Wide
243839	Do Wop (That Thing)	Lauryn Hill	Lauryn Hill	100.00%	100.00% World Wide
548699	Do You Know	Da Band	Jean/Goffin/Masser/Duplelss/Hill/John/Stokes/Watson/Wiley/Charwin/Strouse/Nathia	15.00%	15.00% World Wide
542313	Do You Want Fries With That	Tim McGraw	Beathard, Phillips	50.00%	50.00% World Wide
45799	Doggy Dogg World	Snoop Dogg	Broadus, Youn, Fields, Arnaud, Brown	35.00%	35.00% World Wide
524120	Doin' Time	Sublime	Rubin/Horowitz/Yauch/Gershwin R/Gershwin I/Nowell/Goodman/Hayward Du/Hayward Do	6.50%	6.50% World Wide
213067	Donde Estan Los Ladrones	Shakira	Mebarak/Ochoa	75.00%	75.00% World
1091959	Donde Estas Corazon	Shakira	Mebarak/Ochoa	100.00%	100.00% Worldwide
96248	Don't Change Your Plans	Ben Folds Five	Ben Folds	100.00%	100% World Wide
47295	Don't Fear The Reaper	Blue Oyster Cult	Roeser	100.00%	100% World Wide
549323	Don't Go	Fefe Dobson	Fefe Dobson	100.00%	100.00% World Wide
38057	Don't Go	Yaz	V Clarke	100.00%	100.00% World Wide
227080	Don't Know Much	Bette Midler	Mann/Snow/Weil	75.00%	75.00% World Wide
105406	Don't Know Why	Norah Jones	Harris	100.00%	100.00% WW
	Don't let me Die	R Kelly & Jay Z	Barnes/Olivier/Kelly/Carter/Mosley	splits are pending	
84111	Don't Let Me Down	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00% World Wide
528479	Don't Lie (No No No)	Black Eye Peas	Peters, Peters, Ferguson, Adams	33.34%	33.34% World Wide
525066	Don't Rock the Jukebox	Alan Jackson	Jackson/Murrah/Stegall	50.00%	50.00% World Wide
110755	Don't Stop	ATB	A. Tanneberger	100.00%	62.50% World Wide
101807	Don't Take The Girl	Tim McGraw	Johnson/Martin	87.50%	87.50% World Wide
519718	Don't Wanna Lose This Feeling	Dannii Minogue	Minogue/Alexandre/Troillard/ Joly/Khan/Ronald	50.00%	50.00% World Wide
243889	DOO-WOP (THAT THING)	HILL,LAURYN	HILL,LAURYN	100.00%	100.00% World Wide
114635	Dot	DESTINY'S CHILD	Knowles/McCalla	62.50%	62.50% World Wide
343012	Down 4 You	Irv Gotti Presents The Inc	Atkins Jeffrey B, Aurelius Seven Marcus, Douglas Ashanti S, Jamon Tiffany Lane, Lorenzo Irving Domingo, Parker Andre Frank, Troutman Larry, Troutman Roger	25.00%	25.00% World Wide
101054	Down Home	Alabama	Bowles/Leo	50.00%	50.00% World Wide
604571	Down Wit Da South	Trick Daddy	Michael Crooms, Maurice Young, Deongelo Holmes, Eric Jackson, Calloway, Lovelace, Michael Cooper	44.73%	44.73% World Wide
244177	Driftwood	Travis	Healey	100.00%	100.00% World Wide
138402	Drinkin' Bone	Tracy Byrd	Phillips/Bearthard	50.00%	50.00% World Wide
83936	Drive My Car	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00% World Wide
519639	Drugs or Jesus	Tim McGraw	James, Lindsey, Verges, Mayo	25.00%	25.00% World Wide
340303	Drunk by myself	Nas	Jones /Barnes/Olivier/West	50.00%	50.00% World Wide
108388	Dusic	Brick	Brown/Hargis/Ranson	100.00%	100.00% World Wide
86577	Eastenders Theme	Eastenders	May/Osborne	100.00%	100% World Wide
83937	Eight Days A Week	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
83938	Eleanor Rigby	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00% World Wide
507906	Emotional Rollercoaster	Vivian Green	ERIC ROBERSON, OSUNLADE, VIVIAN GREEN	25.00%	25.00% World Wide
28582	Emotions	Mariah Carey	Carey/Clivilles/Cole	50.00%	50.00% World Wide
528248	Encore	Jay-Z	Cater/West	EMI 62.5% cleared / SONY 37.5%	37.50% World Wide
44238	End Of The Road	Boyz II Men	Edmonds/Reid/Simmons	44.37%	44.37% World Wide
284650	Entre Tus Brazos	Alejandro Fernandez	Fernandez/Estrada	100.00%	100.00% World Wide
593996	Escapemonos	Marc Anthony	Estefano/Reyes	100.00%	100.00% World Wide
273955	Especially For You	Kylie Minogue & Jason Donovan	Stock, Mike/Aitken/Waterman	33.34%	33.34% World Wide
145494	Estoy Aqui	Shakira	Mebarak / Ochoa	100.00%	100.00% World Wide
37753	Eternal Flame	Bangles	Steinberg/Kelly/Hoffs	66.67%	66.67% World Wide
596161	Eternal Sunshine	Movie Theme	Brion	100.00%	100.00% World Wide
24452	Every Little Step	Bobby Brown	Edmonds/Field	67.50%	67.50% World wide
83940	Every Little Thing She Does	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
	Every Sip	LL Cool J	Milsap/Mosely/Nelson/Smith	pending	pending
621880	Everybody Hates Me	Tim McGraw	Beathard, Hill	50.00%	50.00% World Wide
83939	Everybody's Got Something To Hide	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
342943	Everybody Needs Somebody (To Love)	Blues Brothers	Burke/Russell/Wexler	11.11%	11.11% World Wide
538615	Everything	Fefe Dobson	Dobson/Levine/McCollum	100.00%	100.00% World Wide
130248	Everything	Safri Duo	Friis/Savery	100.00%	100.00% World Wide
106555	Everything I Own	Bread	Gates, David A.	100.00%	100.00% World Wide
243888	Everything is Everything	Lauryn Hill	Hill	100.00%	100.00% World Wide
148074	Everytime I Close My Eyes	Babyface	Edmonds	100.00%	100.00% World Wide

SCHEDULE A

Song #	Title	Artist	Writer(s)	US % Collected	US % Territory (WW=World Wide) Licensed
243604	Ex-Factor	Lauryn Hill	Hill, Hamlish, Bergman, Bergman, Diggs, Woods, Hunter, Smith, Hawkins, Coles, Grice, Jones	60.00%	60.00% World Wide
113002	Exhale (Shoop Shoop)	Whitney Houston	Edmons	100.00%	100.00% World Wide
517478	Extraordinary	Liz Phair	Phair/Edwards/Spock/Christy	25.00%	25.00% World Wide
552695	Fast Cars And Freedom	Rascal Flatts	Levox/Thrasher/Mobley	33.34%	33.34% World Wide
48885	F*** With Dre Day	Dr. Dre	Young, Clinton, Spradley, Broadus, Shider	50.00%	50.00% World Wide
550842	Fall to Pieces	Avril Lavigne	Maida, Lavigne	50.00%	50.00% The Universe
527998	Fallen	Mya	Shelton/Veney/Hill/Bonta/ Toledo	25.00%	25.00% World wide
524013	Fallen	Sarah McLachlan	McLachlan	100.00%	100.00% World X Canada
24252	Fantastic Voyage	Lakeside	Alexander / Beavers / Craig / Shockley / Stokes / Wood / Mccain / Shelby	100.00%	100.00% Worldwide
132301	Fantastic Voyage (COOLIO VERSION)	Coolio	Alexander / Beavers / Craig / Shockley / Stokes / Wood / Mccain / Shelby/Lewis / Ivey / Dobbs	75.00%	75.00% Worldwide
333016	Fatty Girl	Coolio	Barnes/Olivier/Smith/Williams/Murray/Bridges	62.50%	62.50% World Wide
	Feel The Beat	LL Cool J	James Smith, Tim Mosley	pending	pending
102771	Feeling So Good	Jennifer Lopez	Cartagena, Combs, Lopez, Rios, Rooney, Standard	25.00%	25.00% Worldwide
100138	Feels So Right	Alabama	Owen	100.00%	100.00% World Wide
	Fiera Inquieta	Angela Maria Forero	Uribe	100.00%	100.00% World Wide
98466	Fight For Your Right	Beastie Boys	Rubin/Horowitz,Yauch	65.00%	65.00% World Wide
516740	Fight Test	Flaming Lips	Stevens/Coyne/Fridmann/ Ivins/Drozd	75.00%	75.00% World Wide
537379	First Day of My Life	Rasmus	Yloenen/Rantasalmi/Heinonen/Hakala	100.00%	100.00% World Wide
83942	Fixing A Hole	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
544777	Flamboyant	Pet Shop Boys	Tennant/Lowe	100.00%	100.00% World Wide
109018	Flower	Liz Phair	Phair	100.00%	100.00% World Wide
54544	For All My Niggaz and Bitches	Snoop Dogg	Allen/Arnaud/Brown/Broadus/Young	50.00%	50.00% World Wide
84107	Fool On The Hill	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
83943	For No One	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
526488	Forca	Nelly Furtado	Eaton / West / Furtado	50.00%	50.00% WW
315517	Forest	System of a Down	Malakian, Tankian, Odadjian, Dolmayan	100.00%	100.00% World Wide
549174	Forgotten	Avril Lavigne	Kravitzuk/Lavigne	50% Sony/ATV Songs LLC	50.00% World Wide
51210	Fraggle Rock	Muppets	P. Balsam, D. Lee-D. Gilfa?	100.00%	100.00% World Wide
	Free	DESTINY'S CHILD	Knowles/Rowland/Drawers/Garrett/Williams	splits are pending	
74317	Friends In Low Places	Garth Brooks	Blackwell/Lee	50.00%	50.00% World Wide
133431	Fu-Gee-La	The Fugees	Wyclef / Hill / Michel / Mcgrier / Remi / Marie	25.50%	25.50% World Wide
57481	Fumblin Toward Ecstasy	Sarah McLachlan	McLachlan/Marchland	100.00%	100.00% World Wide
527400	Funeral Song	Rasmus	Yloenen/Rantasalmi/Heinonen/Hakala	100.00%	100.00% World Wide
20453	Gambler	Kenny Rogers	Schlitz, Don	100.00%	100.00% World Wide
107450	Games People Play	Joe South	Joe South	100.00%	100.00% World Wide
600277	Gay Bar	Electric Six	Spencer, Tyler	100.00%	100.00% World Wide
523391	Georgia Rain	Yearwood	Rochelle/Hill	50.00%	50.00% World
84113	Get Back	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00% World Wide
330784	Get Free	The Vines	Nicholls	100.00%	100.00% World X Australia/New Zealand
422719	Get Me A Dog	DMX	Blackman/Simmons/Taylor	25.00%	25.00% World Wide
133984	Get This Money	Jay Z & R Kelly	Barnes/Kelly /Carter	25.00%	25.00% World Wide
618558	Get Your Number	Mariah Carey	Jolley, John, Ingram, Swain, Carey, Dupri, Austin	27.50%	27.50% World Wide
83949	Getting Better	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
75998	Getting' Jiggy Wit It	Will Smith	Rodgers / Edwards / Smith	30.00%	30.00% Worldwide
	Getting Married	Nas		splits are pending	
78030	Ghetto Superstar	Pras	Pras/Jean/Gibb/Gibb/Gibb/Jones	15.00%	15.00% World Wide
63425	GI Joe Cues	TV Show Music	Bryant / Douglas / Walsh	100.00%	100.00% Worldwide
45791	Gin And Juice	Dr. Dre	Young/Adams/Arrington/ Casey/ Finch/Turner/ Webster/Washington	5.00%	5.00% World Wide
83950	Girl	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
619089	Girl	Beck	Hansen, King, Simpson	70.00%	70.00% World Wide
619317	Girl	DESTINY'S CHILD	Davis, Robinson, Knowles, Williams, Douthit, Rowle	19.00%	19.00% World Wide
234694	Girls	Beastie Boys	Rubin/Horowitz	75.00%	75.00% World Wide
	Girls	Cam'ron feat. Mona Lisa	Giles/Hazzard/Charlemagne	75.00%	75.00% World Wide
40179	Girl You'll Be A Woman Soon	Neil Diamond	Diamond	100.00%	100.00% WW
33102	Girls Just Wanna Have Fun	Cindi Lauper	R. Hazard	100.00%	100.00% World Wide
84114	Give Peace A Chance	John Lennon	J. Lennon	64.167% Sony, 35.833 EMI	100.00% World Wide
447669	Glamour and Pain	Joe Jackson	Joe Jackson	100.00%	100.00% World Wide
83951	Glass Onion	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
625336	Go	Common feat. John Mayer	Mayer/Lynn/Lewis/West	20.00%	20.00% World Wide
522606	God Is A DJ	Pink	Mann/Davis/Pink	90.00%	90.00% World Wide
500255	God Is Real	India Aire	arie/sanders/ramsey	25.00%	25.00% World Wide
505494	God's Will	Martina McBride	Douglas/Dean	50.00%	50.00% Worldwide
105219	Going Back To Cali	Notorious B.I.G.	Wallace/Harvey/Troutman/	31.25%	31.25% WW
84115	Golden Slumbers	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00% World Wide
595035	Golden Touch	Razorlight	Johnny Borrell	100.00%	100.00% World Wide
106532	Goldfinger	Goldfinger	L. Brousse, A. Newley, J. Barry	100.00%	100.00% World Wide
304028	Gone	Montgomery Gentry	Dipiero/Steele	50.00%	50.00% World Wide
77167	Gone Til November	Wyclef Jean	Jean, Wyclef	100.00%	100.00% Worldwide
487828	Goodbye Time	Blake Shelton	Hicks/Nurrah	100.00%	100.00% World Wide

SCHEDULE A

Song ID	Title	Artist	Writer(s)	% US Collected	% US Licensed	Territory (WW-World Wide)
83952	Good Day Sunshine	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
111148	Good Die Young	50 Cent	West/Jackson	50.00%	50.00%	World Wide
600250	Good Man	India Aire	Baker/Ramsey/Sanders/Simpson	25.00%	25.00%	World Wide
83953	Good Morning	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
447674	Got the Time	Joe Jackson	Joe Jackson	100.00%	100.00%	World Wide
53742	Good Times	Chic	Rogers, Nile G. , Bernard Edwards	50.00%	50.00%	World Wide
106719	Got To Get It	Sisqo	West / Andrews	40.00%	40.00%	Worldwide
83955	Got To Get You Into My Life	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
609979	Gotta Go Gotta Leave (Tired)	Vivian Green	Green/Bervine	25.00%	50.00%	World Wide
831745	Greedy	Lyte	Jennings	100.00%	100.00%	World Wide
1740	Green Green Grass Of Home	Tom Jones; Porter Wagoner	Putman	100.00%	100.00%	US, Canada, Latin America
104094	Guerilla Radio	Rage Against The Machine	De La Rocha/ Commerford/ Morello/Wilk	100.00%	100.00%	World Wide
527397	Guilty	Rasmus	Ylonen/Rantasalmi/Heinonen/Hakala	100.00%	100.00%	World Wide
523034	Ha Ha	Tamyra Gray	Watters/Biancaniello/ Gray	25.00%	25.00%	World Wide
510191	Hands Up	TLC	Babyface, Simmons	75.00%	75.00%	World Wide
422853	Hang On Sloopy	Aaron Carter	Russell/Farrell	16.67%	16.67%	World Wide
38701	Hang On To Your Love	Sade	Mathewman, Adu	100.00%	100.00%	World Wide
83950	Happiness Is A Warm Gun	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
447682	Happyland	Joe Jackson	Joe Jackson	100.00%	100.00%	World Wide
82931	Happy Radio (City Till I Die)	Bradford	Edwin Starr	100.00%	100.00%	World Wide
83957	Hard Day's Night	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
35866	Hard Workin' Man	Brooks & Dunn	Dunn	100.00%	100.00%	World Wide
15577	Have You Forgotten?	Solar	Weeks, Malone, Moran	100.00%	100.00%	World Wide
324696	Have You Ever Been In Love	Celine Dion	Bagge, Laila/Bagge, Anders/Hall/Nichols/Astrom	5.00%	5.00%	World Wide
63994	Have You Ever Really Loved A Woman	Bryan Adams	Adams/Lange/Kamen	33.33%	33.33%	World wide
1060	He Stopped Loving Her Today	George Jones	Braddock/Putman	100.00%	100.00%	World Wide
549179	He Wasn't	Avril Lavigne	Kreviazuk/Lavigne	50% Sony/ATV Songs LLC	50.00%	World Wide
606354	Headsprung	LL Cool J	James Smith, Tim Mosley	50.00%	50.00%	World Wide
1000	Heartbreak Hotel	Elvis Presley	Axton/Durden/Presley	100.00%	100.00%	World Wide
87116	Hearts Are For When You Want To Love Someone	George Burns/Collin Raye	Gordon/Paxton	50.00%	50.00%	Worldwide
105221	Heed The Wood Of The Brother	X-Clan	R. Troutman/Worrell/Collins/Clinton/Hunter/	15.63%	15.63%	Worldwide
447684	Hell of a Town/Prelude	Joe Jackson	Joe Jackson	100.00%	100.00%	World Wide
83958	Hello Goodbye	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
83960	Help	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
527373	Help Pour Out The Rain	Buddy Jewell	Jewell	100.00%	100.00%	World Wide
83961	Helter Skelter	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
329533	Here I Am	Bryan Adams	Adams/Zimmes/Peter	25.00%	25.00%	World Wide
537494	Here For The Party	Gretchen Wilson	Wilson/Rich/Alphin	33.33%	33.33%	World Wide
83962	Here There & Everywhere	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
78142	Here's A Quarter	Travis Tritt	Tritt	100.00%	100.00%	World Wide
450542	Hey Good Lookin'	Jimmy Buffett	Williams	100.00%	100.00%	World Wide
83964	Hey Jude	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
277234	Hey Lady	Cam'ron feat Freeaky Zeeeky	C.Giles,E.Jiles, V.Babb,F.Visosky, L.Troutman, R.Troutman	33.34%	33.34%	World Wide
260306	Hey Lover	LL Cool J	Smith/Temperton	25.00%	25.00%	World Wide
113011	Hey Now	Oasis	Noel Gallagher	100.00%	100.00%	World Wide
	Hi Hi (Puffy Ami Yumi Show Theme)	Puffy Ami Yumi	Puffy Ami Yumi / Andy Sturmer	25.00%	25.00%	World Wide
330789	Highly Evolved	The Vines	Nicholls	100.00%	100.00%	World X Australia/New Zealand
325097	Hindu Times	Oasis	Noel Gallagher	100.00%	100.00%	Worldwide
98950	HIT ME WITH YOUR BEST SHOT	PAT BENATAR	E.Schwartz	100.00%	100.00%	Worldwide
110976	Hits From the Bong	Cypress Hill	Hurley/Wilkins/Muggerud/Freeze	50.00%	50.00%	Worldwide
98462	Hold It Now, Hit It	Beastie Boys	Horovitz/Rubin/Yauch	25.00%	25.00%	World Wide
33438	Hold The Line	Toto	Paich	100.00%	100.00%	World Wide
543432	Hold Ya Head	Tupac Shakur	Anderson Daryl L, Shakur Tupac Amaru, Troutman Roger, Vincent Stan	50.00%	50.00%	World Wide
614385	Hold You Down	J-Lo	Troutman/Rooney/Beck, Riddick, Cartegena, Christopher, Bruno,	38.00%	38.00%	World Wide
133699	Home and Dry	Pet Shop Boys	Tennant/Lowe	100%	100%	World wide
447688	Home Town	Joe Jackson	Joe Jackson	100%	100%	World Wid
537502	Homewrecker	Gretchen Wilson	Wilson/Teren/Rutherford	33%	33%	World Wide
83966	Honey Pie	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
497329	Honkytonkville	George Strait	Brock/Rutherford/Williams	100.00%	100.00%	World Wide
302355	Hot Like Fire	Jessica Simpson	Rooney	100.00%	100.00%	World Wide
451656	Hot Mama	Trace Adkins	Shapiro/Beathard	100.00%	100.00%	World Wide
84938	Hotel	Cassidy feat. R Kelly	Edwards/Rogers/Reese/ Dean/ Kelly	20.00%	20.00%	World Wide
393844	Hour Glass	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100.00%	100.00%	WW
543091	House In California	Keb' Mo	Nicholson/Moore	50.00%	50.00%	World Wide
451154	Hovi Baby	Jay Z	Edmonds/Carter	50.00%	50.00%	World Wide
138377	How Am I Doin'	Dierks Bently	Bentley/X	50.00%	50.00%	World Wide
206701	How Deep Is Your Love	Dru Hill	Cousin/Andrews/Campbell/Ruffin	20.00%	20.00%	World Wide
	How Do You Know	Gemini	Tommy Faragher, Nick Howard	100.00%	100.00%	World Wide
549178	How Does It Feel	Avril Lavigne	Kreviazuk/Lavigne	50.00%	50.00%	World Wide

SCHEDULE A

Song Code	Title	Artist	Writer	US % Collected	US % Territory (WW World Wide)
133392	How Many Mics	The Fugees	Hill/Jean/Michel	100.00%	100.00% World Wide
110127	How To Rob	50 Cent	Barnes/Olivet/Casey/Finch/ Jackson/Angeletie	20.00%	20.00% World Wide
811016	How We Do	The Game	Mason, Young, Jackson, Elizondo, Hughes, Deyo, Taylor	50.00%	50.00% World Wide
44252	Humpin' Around	Bobby Brown	Edmonds/Reid/Simmons	28.35%	28.35% World Wide
2141	Husbands and Wives	Brooks & Dunn	Miller	100.00%	100.00% World Ex Denmark, Finland, Iceland, Sweden, Norway, Italy, British Isles, Eire, S. Africa, Australia, and France
107468	Hush	Larry Williams / Deep Purple	Joe South	100.00%	100.00% World Wide
600983	Hush	LL Cool J feat. 7 Aurelius	Smith/Aurelius/Graham/Mims/Bushnell	35%	35.00% World Wide
631743	Hypothetically	Lyfe	Jennings	100%	100.00% World Wide
83967	I Am The Walrus (Fr "Magical Mystery Tour)	Beatles	Mc Cartney, Paul , John Lennon	66.66%	100.00% World Wide
496652	I Believe	Diamond Rio	Kees/Ewing	100.00%	100.00% World Wide
553521	I Believe	Fantasia (Am. Idol)	Gray/Walters/Biancaniello)	33.34%	33.34% World Wide
631741	I Can't	Lyfe	Jennings	100.00%	100.00% World Wide
195889	I Can't Live Without My Radio	LL Cool J	Smith/Rubin	87.50%	87.50% World Wide
338331	I Can't Read You	Daniel Bedingfield	Bedingfield	100.00%	100.00% World Wide
448192	I Can't Stop Loving You	Don Gibson	Gibson	100.00%	100.00% World Wide
289261	I Can't Take It No More Remix	3LW	Barnes/Olivier/Jones/Epps/Baxter/Jones/Grey	50.00%	50.00% World Wide
51357	I Could Fall In Love	Selena	Thomas	100.00%	100.00% Worldwide
265121	I Didn't Know My Own Strength	Lonie Morgan	Byrne / Bowles	25.00%	25.00% Worldwide
51675	I Don't Want To Know	Fleetwood Mac	Stevie Nicks	100.00%	100.00% World Wide
37787	I Drove All Night	Celine Dion/Cyndi Lauper	Steinberg/Kelly	100.00%	100.00% Worldwide
83971	I Feel Fine	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00% World Wide
151967	I Get Around	Tupac Shakur	Brooks Ronald R, Jacobs Gregory E, Murdock Shirley J. Shakur Tupac Amaru, Troutman Larry, Troutman Roger	35.00%	35.00% World Wide
255595	I Go Back	Kenny Chesney	Chesney	100.00%	100.00% World Wide
496268	I Got A Feelin'	Billy Currington	Beathard/Currington/Chamberlain	33.33%	33.33% World Wide
298701	I Got A Story to Tell	Notorious B.I.G	Anthony Best, Sean Puffy Combs, Chucky Thompson, Christopher Wallace	10.00%	10.00% WW
2321	I Gotta Get Drunk	Willie Nelson	Nelson	100.00%	100.00% World excluding Australia, New Zealand, Belgium, Brazil, UK, Germany, Austria, Switzerland, Italy, Scandinavia, Greece, Holland, South Africa
614400	I Hate Myself For Losing You	Kelly Clarkson	Solomon/Harry/Dioguardia	33.34%	33.34% USA and Canada Only
104117	I Just Died In Your Arms Tonight	Cutting Crew	Eede	100.00%	100.00% World Wide
105435	I Keep Looking	Sara Evans	Evans / Shapiro / Martin	91.66%	91.66% Worldwide
609553	I Love	J.Lo	Rooney, Kelly, Robinson	50.00%	50.00% Worldwide
107832	I Love The Nightlife	Alicia Bridges	Bridges/Hutcheson	100.00%	100.00% World Wide
523252	I Love This Bar	Toby Keith	Keith/Emerick	50.00%	50.00% World Wide
80180	I Love You	Martina McBride	Hyler / Foltese / Foltese	33.33%	33.33% World ex. Italy
123833	I Melt	Rascal Flatts	Levox/Thrasher	33.34%	33.34% World Wide
107320	I Miss My Friend	Darryl Worley	Martin / Nesler / Shapiro	58.33%	58.33% Worldwide
24295	I Miss You	Klymaxx	Maisby	100.00%	100.00% World Wide
77993	I Need Love	LL Cool J	Smith/ Ervin/Ettinger/Pierce/ Simon	56.25%	56.25% World Wide
103292	I Need To Know	Marc Anthony	Rooney/Anthony	100.00%	100.00% World wide
274815	(I Never Promised You A) Rose Garden	Martina McBride	Joe South	100.00%	100.00% World Wide
450545	I Saw The Light	Hank Williams	Hank Williams	100.00%	100.00% World Wide
318139	I See Right Through You	DJ Encore featuring Engelina	Hemmeth, Andreas Bang - Larsen, Engelina - Parsberg, -Michael - Stavnstrup, Jakob	89.33%	89.33% World Wide
116656	I Should Be So Lucky	Kylie Minogue	Stock/Aitken/Waterman	33.34%	33.34% World wide
83989	I Should Have Known Better	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
29513	I Sometimes Wish I Was Dead	Depeche Mode	Clarke	100.00%	100.00% World Wide
410993	I Still Love You	Next	Johnson/Bristol/Edmons/Tolbert/Lighty/Huggar/Brown/Clowers	29.28%	29.28% World Wide
106772	I Think I'm In Love With You	Jessica Simpson	Rooney/Shea/Mellencamp	16.67%	16.67% World Wide
37789	I Touch Myself	The Divinyls	Kelly, Tom / Steinberg, William E.	60.00%	60.00% World Wide
110829	I Wanna Be With You	Mandy Moore	Thomas/ Pelken/ Arbuckle	65.00%	65.00% World wide
106784	I Wanna Love You Forever	Color Me Badd	Louis Biancaniello ,Walters, Samuel J.	50.00%	50.00% World Wide
111086	I Want Candy	Bow wow wow/Aaron Carter	Feldman/Goldstein/Berns/Gottehrer	75.00%	75.00% US
338354	I Want To Live	Josh Gracin	James/Rutherford	50.00%	50.00% World Wide
304059	I Want To With You	Leann Rimes	Shapiro/Rutherford	50.00%	50.00% World Wide
196018	I Want You	LL Cool J	Rubin / Smith	87.50%	87.50% World Wide
519023	I Want You	Thalia feat. Fat Joe	Rooney/Bruno/Cartagena/ Russell	20.00%	20.00% World Wide
53761	I Want Your Love	Chic	Edwards / Rodgers	50% Sony/ATV Songs LLC	50.00% Worldwide
83996	I Will	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100% World Wide
480565	I Will Be Here For You	Michael W. Smith	Smith/Warren	50.00%	50.00% World Wide
56937	I Will Remember You	Sarah McLachlan	McLachlin/Egan/Morenda	40.00%	40.00% World excluding Canada
168752	I Wonder If Heaven Got A Ghetto (Hip Hop Version)	Tupac Shakur	Goodman Larry Darnell, Mc Dowell Derrick, Shakur Tupac Amaru, Troutman Larry, Troutman Roger	25.00%	25.00% World Wide
448369	I.E.A.I.A.I.O.	System of a Down	Malakian, Tankian, Odadjian, Dolmayan, Phillips, Larson, Pfister	85.50%	85.50% World Wide
45900	Ice Ice Baby	Vanilla Ice	Johnson/Van Winkle/Brown	6.66%	6.66% World Wide
106561	If	Bread	Gates David A	100.00%	100.00% World Wide
447340	If Heaven	Andy Griggs	Peters	100.00%	100.00% World Wide
106772	If I Needed Someone	Beatles	Harrison	100.00%	100.00% World Wide
292324	If I Want To	Usher	Troutman/Edmonds/Dupri/Wallace/Cox/Harvey/Usher	25.94%	25.94% World Wide

SCHEDULE A

Song Title	Artist	Writer(s)	US(%Collected)	US %Licensed	Territory(WW-World Wide)
553487 If She Were Any Other Woman	Buddy Jewell	Beavers/Lovelace/Harrington	33.34%	33.34%	World Wide
If The World Was Mine	Nas		SPLITS PENDING		
128530 If U Be My Baby	Stevie Brock	Bowen/Nystrom/Calderon	33.33%	33.33%	World Wide
102010 If Ya Getting Down	Five	Conlon / Brown / Breen / Stannard / Gallagher / Cleveland	25.00%	25.00%	Worldwide
317504 If You Come To Me	Atomic Kitten	Stannard/Gallagher/Howes/Harrington/Murphy	20.00%	20.00%	World Wide
527482 If You Ever Stop Loving Me	Montgomery Gentry	DePiero/Shapiro/Rutherford	66.66%	66.66%	World Wide
If You Had My Love	J-Lo	Lopez, Jennifer L., Mark Rooney, Lashawn Daniels, Fred Jerkins III, Rodney Jerkins	15.00%	15.00%	World Wide
09468 If You Tolerate This Your Children		Bradfield/Jones/Moore	100.00%	100.00%	Worldwide
198706 Will Be Next	Manic Street Preachers				
549320 If You Walk Away	Fefe Dobson	Levine, Dobson	75.00%	75.00%	Worldwide
106825 If You're Gonna Play In Texas	Alabama	Kellum/Mitchell	12.50%	12.50%	World Wide
505037 If You're Not The One	Daniel Bedingfield	Daniel Bedingfield	100.00%	100.00%	World Wide
163568 I'll Be Okay	Amanda Marshall	Wells/Clarke	25.00%	25.00%	World Wide
83977 I'll Follow The Sun	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
47425 I'll Make Love To You	Boyz II Men	Edmonds	100.00%	100.00%	World Wide
46880 I'll Never Forgive My heart	Brooks & Dunn	Dunn/Dunn/Dillon	100.00%	100.00%	World Wide
130134 I'll Think Of A Reason Later	Lee Ann Womack	Martin / Nichols	37.50%	37.50%	Worldwide
54494 I'm A Believer	Monkeys	Diamond	75.00%	75.00%	World Wide
622811 I'm A Rough Ryder	Drag-On	Quailes/Smalls/Williams/Davis	25.00%	25.00%	World Wide
118309 I'm A Thug	Trick Daddy	Vanhoy/Young/Duggins	50.00%	50.00%	Worldwide
I'm About To Get Her	LL Cool J	Homes/Kelly/Riley/Smith/Williams	pending	pending	
I'm Already There 104231	Lonestar	McDonald/Myers/Baker	33.34%	33.34%	Wolrd Wide
77988 I'm Bad	LL Cool J	Smith/Simon/Ervin	56.25%	56.25%	World wide
167294 I'm Coming Out	Diana Ross	Edwards, Bernard - Rodgers, Nile Gregory	50.00%	50.00%	World wide
505095 I'm Glad	Jennifer Lopez	Rooney/Lopez/ Oliver/Weaver	80.00%	80.00%	World wide
130266 I'm Gonna Be Alright	Jennifer Lopez	Lopez/Rooney/Oliver/Cook/ Lapread	50.00%	50.00%	World wide
298354 I'm Just Talking About Tonight	Toby Keith	Emerick/Keith	50.00%	50.00%	World wide
83984 I'm Looking Through You	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
I'm Only Sleeping 83985	Beatles	Lennon / Mccartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
106757 I'm Outta Love	Anastacia	Anastacia, Sam Watters, Louis Biancaniello	42.50%	42.50%	Worldwide
130263 I'm Real	Jennifer Lopez	J. Lopez, T. Oliver, C. Rooney, L.E.S.	47.50%	47.5	
83988 I'm So Tired	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
78005 I'm That Type of Guy	LL Cool J	Ettinger/Simon/Smith	25.00%	25.00%	World Wide
27848 I'm Your Baby Tonight	Whitney Houston	L.A. Reid, Babyface	62.50%	62.50%	World Wide
103171 In Another World	Joe Diffie	Shapiro / Wilson / Yeary	33.33%	33.33%	Worldwide
91456 In My Life	Beatles	Lennon John/Mc Cartney Paul	100.00%	100.00%	World Wide
91456 In My Life	Juvenile Feat Manny Fresh	Lennon John/Mc Cartney Paul	100.00%	100.00%	World Wide
527412 In My Life	The Rasmus	Ylönen,Lauri/Heinonen,Eero/Rantasal	100.00%	100.00%	World Wide
289714 In My Lifetime	Jay-Z	Romeo/Burks/Browne/Carter	48.00%	48.00%	World Wide
106531 In The Ghetto	Presley, Elvis	M Davis	75.00%	75.00%	World Wide
527402 In the Shadows	Rasmus	Ylonen/Rantasalmi/Heinonen/Hakala	100.00%	100.00%	World Wide
58345 In The Summertime	Mungo Jerry	Ray Dorset	50.00%	50.00%	World Wide
505212 In This Skin	Jessica Simpson	Fusari/Harmon/Simpson	33.34%	33.34%	World Wide
131672 In Your Eyes	Kylie Minogue	Stannard / Minogue / Gallagher / Howes	25.00%	25.00%	Wolrdwide
38104 In Your Room	The Bangles	Steinberg, Kelly, Hoffs	66.67%	66.67%	Worldwide
80153 Independence Day	Carrie Underwood	Gretchen Peters	100.00%	100.00%	World Wide
113540 Independent Women Part 1	Destiny's Child	Rooney,Mark/ Barnes,Samuel/ Olivier,Jean Claude / Knowles.Beyonce	100.00%	100.00%	Worldwide
449636 Indian Outlaw	Tim McGraw	Loudermilk / Simmons / Barnes	33.34%	33.34%	World Wide
524126 Industry	Wyclef Jean	Jean/Duplessis/Whitherspoon/Riser/Dean	37.50%	37.50%	World Wide
448363 Innervision	System of a Down	Malakian, Tankian, Odadjian, Dolmayan	100.00%	100.00%	World Wide
135133 Innocent	Our Lady Peace	Coutts/Maida/Taggart	100.00%	100.00%	World Wide
129519 Insatiable	Darren Hayes	Hayes / Manasieff	50.00%	50.00%	Worldwide
99447 Is Anybody Home	Our Lady Peace	Makda/Lanni	50.00%	50.00%	Worldwide
Is She Really Going Out With Him? 447697	Joe Jackson	Joe Jackson	100.00%	100.00%	World Wide
298013 It's a Sin	Pet Shop Boys	Tennant/Lowe	100.00%	100.00%	World Wide
114251 It's Alright To Be A Redneck	Alan Jackson	MacLaughlin / Kenner	1250.00%	12.50%	Worldwide
501149 It's Getting Better All the Time	Brooks & Dunn	Cook/Dowrasin	100.00%	100.00%	Worldwide
24952 It's No Crime	Babyface	Edmonds/Reid/Simmons	41.67%	41.67%	World Wide
117318 Its No Secret	Kylie Minogue	Aitken/Stock/Waterman	33.34%	33.34%	World Wide
83991 It's Only Love	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
340959 I've Got You	ANTHONY"MARC	Rooney, Doguardi	75.00%	75.00%	WW
I've Just Seen A Face 83993	Beatles	Lennon / Mccartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
187953 Jacking 4 Beats	Ice Cube	Baker/Barbata/Ice Cube/Jones/Kaylan/Nichol/Pons	9.38%	9.37%	World Wide
450461 Jambalaya	Hank Williams	Hank Williams	60.00%	60.00%	US
90710 James Dean	Daniel Bedingfield	Bedingfield, Daniel	100.00%	100.00%	World Wide
197365 Jazzie's Groove	Soul II Soul	Hooper/Romeo	50.00%	50.00%	World Wide
517063 Jenny From the Block	J-Lo	Oliver, Oliver, Deyo, Lopez, Oliver Barnes	9.20%	9.20%	World Wide
81942 Jenny Jenny	Little Richard	Johnson Enotris/Penniman Richard W	100.00%	100.00%	World Wide
518391 Jeopardy Theme	n/a	Grilfen	100.00%	100.00%	World Wide
118727 Jezebel	Chely Wright	Hummon / Demarcus	50.00%	50.00%	Worldwide
Jigga That Nigga 126643	Jay-Z	Carter / Olivier / Barnes	33.34%	33.34%	Worldwide
78011 Jingling Baby	LL Cool J	Smith/Coffey/Simon	40.31%	40.31%	World Wide
195774 Johnny Feel Good	Liz Phair	Phair	100.00%	100.00%	World Wide
228907 Juke Box Music	The Kinks	Ray Davies	100.00%	100.00%	USA and Canada Only
83997 Julia	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
213979 Jump (For My Love)	The Pointer Sisters	Mitchell/Sharron/Skardina	18.66%	33.33%	World Wide

SCHEDULE A

		Artist	Writers	US % Collected	US % Licensed	Territory (WW-World Wide)
111335	JUMPIN' JUMPIN'	DESTINY'S CHILD	Elliot, Knowles, Moore, Alexander	50.00%	50%	Worldwide
332222	JUSQU'A ME PERDRE	Garou	ADAMS BRYAN, KENNEDY ELIOT JOHN	87.50%	8750%	Worldwide
		Nas	B.H. Edwards/Jones, N./L. David Lewis/Peacock, C./Rodgers, N.	25.00%	25%	Worldwide
606532	Just A Moment					
447702	Just Because	Joe Jackson	Joe Jackson	100.00%	100%	World Woide
38065	Just Can't Get Enough	Depeche Mode	V. Clarke	100.00%	100.00%	World Wide
80776	Just Once	N/a	Mann/Weill	100.00%	100.00%	World Wide
130109	Just To See You Smile	Tim McGraw	Nesler / Martin	37.50%	37.50%	Worldwide
161778	Kaleidoscope Skies	Jam & Spoon	Eilmer/Lonich/Bacharach/Hal/Loefel	31.50%	31.50%	World Wide
450707	Kaw-Liga	Hank Williams	Williams/Rose	100.00%	100.00%	World Wide
52750	Keep their heads ringin'	Dr. Dre	Brown, Chisholm, Cooks, Yound Robinson, Sneed, Anderson	25.00%	25.00%	World Wide
167960	Keep Ya Head Up	2 Pac	Troutman/Shakur/Anderson	31.25%	31.25%	World Wide
100165	Keepin' Up	Alabama	R. Fowler/T. Gentry/R. Owen/R. Rogers	100.00%	100.00%	World Wide
526873	Keg In The Closet	Kenny Chesney	Chesney/James/Onaly	100.00%	100.00%	World Wide
50651	Kentucky Woman	Neil Diamond	Neil Diamond	100.00%	100.00%	World Wide
330838	Ketchup Song	Las Ketchup	Ruiz/Benito	100.00%	100.00%	World Wide
109219	Key Largo	Bertie Higgins	Higgins E Elbert Joseph/Limbo Sonny	75.00%	75.00%	World Wide
536123	Key Lime Pie	Kenny Chesney	Chesney, Anderson,. Cannon	33.34%	33.34%	World Wide
67111	Killing Me Softly With His Song	Roberta Flack; Fugees	Fox Charles/Gimbel Norman	50.00%	50.00%	
3328	KING OF THE ROAD	ROGER MILLER	Roger Miller	100.00%	100%	Worldwide excluding UK, S Africa, Benelux, Scandinavia, Australasia, Italy, France, Brazil, Argentina, Chile, Uruguay, Germany, Austria, Japan
619217	Kinkirimai	Orange Range	Orange Range	100.00%	100%	World EX Japan
156596	Kissing You	Des'ree	Weeks/Attack	50.00%	50.00%	World Wide
	Knock Three Times	Tony Orlando & Dawn	Brown/Levine	Sony/Lastrada 55%	55%	World Wide
333919	Kusha Las Playas	Las Ketchup	Ruiz/Munoz/Munoz/Munoz	100.00%	100%	World Wide
276686	La Bomba	King Africa	Zambrana,Fabio	100.00%	100.00%	World Wide
244232	La Brisa	Queco	Francisco Manuel Ruiz Gomez	100.00%	100%	World Wide
595291	La Locura	Yahir	Alejandro Jaen, Rafael Vergara, William Paz	33.34%	33%	World Wide
	La Tortura	Shakira		100.00%	100%	World Wide
114280	Lady (Hear Me Tonight)	Modjo	Rodgers / Edwards / Destagnol / Tranchart	25.00%	25%	World
100143	Lady Down On Love	Alabama	Owen	100.00%	100%	world Wide
83998	Lady Madonna	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
552250	Laid To Rest	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.	100.00%	100.00%	WW
51686	Landslide	Dixie Chicks	Stevie Nicks	100.00%	100.00%	World Wide
59469	Last Night	Az Yet	Edmonds/Andes	50.00%	50.00%	World Wide
79136	Laughter In The Rain	Neil Sedaka	Cody Philip/Sedaka Neil	12.50%	12.50%	WW
212301	Lawdy Miss Clawdy	Elvis Presley	Price	100.00%	100.00%	World Wide
53776	Le Freak	Chic	Rogers, Nile G., Bernard Edwards	50.00%	50.00%	World Wide
524335	Learn Chinese	Jin feat. Wyclef Jean	Jean/Brown/Duplessis/Auyueng	10.00%	10.00%	World Wide
249388	Let Forever Be		Gallagher, Rowland, Simons	50.00%	50.00%	World Wide
84119	Let It Be	Beatles	Lennon John/Mc Cartney Paul	64.167% Sony, 35.833 EMI	100.00%	World Wide
508005	Let's Be Us Again	Lonestar	McDonald/James/Derry	33.34%	33.34%	World Wide
631767	Let's Do This Right	Lyle	Jennings /	100.00%	100.00%	World Wide
40758	Let's Go To Vegas	Faith Hill	Staley, Karen R.	100.00%	100.00%	World Wide
60262	Let's Make A Night To Remember	Bryan Adams	Adams/Lange	40.00%	40.00%	World Wide
114809	Life	Our Lady Peace	Maida/Lanni/Taggart/Coutts	80.00%	80.00%	Worldwide
228979	Life Goes On	The Kinks	Ray Davies	100.00%	100.00%	USA and Canada Only
62449	Life Turned Her That Way	Ricky Van Shelton	Howard	100.00%	100.00%	World Wide
37791	Like A Virgin	Madonna	Kelly, Thomas F., Steinberg, William E.	100.00%	100.00%	World Wide
	Lipstick	Alejandra Guzman	Child/Domaniewksi/Greene/Guzman/Horovitz/Nguy	25.00%	25.00%	World Wide
449649	Little Bitty	Tom T. Hall/Alan Jackson	Hall	100.00%	100.00%	World Wide
327240	Little by Little	Noel Gallagher	Gallagher	100.00%	100.00%	WW
60532	Little Goodbyes	SheDaisy	Greenberg/Deere/Osborn	33.34%	33.34%	Worldwide
46879	Little Miss Honky Tonk	Brooks & Dunn	Dunn	100.00%	100.00%	World Wide
	Live Now	Nas		SPLITS PENDING		
84120	Long & Winding Road	Beatles	Lennon John/Mc Cartney Paul	64.167% Sony, 35.833 EMI	100.00%	World Wide
614584	Long As You Come Home	Brooke Valentine	Randolph / Spencer / Smith / Milsap / Spencer / Johnson	50.00%	50.00%	World Wide
129698	Long Black Train	Josh Turner	Turner	100.00%	100.00%	World Wide
82975	Long Tall Sally	Little Richard	Penniman/Johnson/Blackwell	100.00%	100.00%	World Wide
699802	Lose My Breath	Destiny's Child	Jerkins/Garrett/Knowles/Rowland,M. Williams/Jerkins III/ Daniels, Carte	24.16	24.16%	World Wide
109034	Losing Lisa	Ben Folds	Ben Folds, Frally Hynes	95.00%	95%	World Wide
625472	Lost In Hollywood	System of a Down	Tankian / Malakian	100.00%	100%	World Wide
131673	Love At First Sight	Kylie Minogue	Minogue/ Stanard/ Gallagher/ Howes/ Harrington	20.00%	20.00%	Worldwide
537911	Love Doesn't Live Here No More	Ricky Fante	Deutsch/Fante/Harris/Kats	25.00%	25.00%	Worldwide
91508	Love Like This	Faith Evans	Rodgers/Edwards/Combs/Evans/ Emery/Lawrence/Crawford	25.00%	25.00%	World Wide
20538	Love of a Lifetime	Firehouse	Snare/Leverty	100.00%	100.00%	World Wide
14201	Love Overboard	Gladys Knight	Calloway	25.00%	25.00%	World Wide
131646	Love You Out Loud	Rascal Flatts	James/Wilson	100.00%	100.00%	World Wide
84003	Lovely Rita	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
133892	Lover I Don't Have To Love	Bright Eyes	Oberst	100.00%	100.00%	World Wide
601917	Lover's Ghetto	Angie Stone	Temperton, Moore, Randolph, Smith, Spencer	50.00%	50.00%	World Wide
35525	Lovin' All Night	Patty Loveless	Crowell	100.00%	100.00%	World Wide
527801	Loving Days	Kylie Minogue	Stannard/Minogue	25.00%	25.00%	World Wide
601760	Lua	Bright Eyes	Oberst	100.00%	100.00%	World Wide
150791	Luchini	Camp Lo	Randolph / Spencer / Smith / Wallace / Wilds / Willis	50.00%	50.00%	World Wide

SCHEDULE A

Song Title	Artist	Writers	US % Collected	US % Territory (WW-World Wide)
82969 Lucille	Kenny Rogers	Bowling Roger Dale/Bynum Hal	100.00%	100.00% World Wide
84004 Lucy In The Sky With Diamonds	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
509499 Luv U Better	LL Cool J	Smith/Williams/Hugo	33.34%	33.34% World Wide
810457 Lyla	Oasis	Gallagher, Noel	100.00%	100.00% World Wide
48891 Lyrical Gangbang	Dr. Dre	Allen/Broadus/Brown/Collins/Hathaway/Young	5.00%	5.00% World Wide
237986 Ma Baker	Boney M	Jay/Reyam/Farian	100.00%	100.00% World Wide
631762 Made Up My Mind	Lyle	Jennings	100.00%	100.00% World Wide
60678 Madman	Silverchair	Johns	100.00%	100.00% World wide
84005 Magical Mystery Tour	Beatles	Lennon, John W. McCartney, Paul	66.67% Sony, 33.33% EMI	100.00% World Wide
106570 Make It With You	Bread	Gates David A	100.00%	100.00% World Wide
3842 Make The World Go Away	Elvis Presley	Cochran	100.00%	100.00% World Wide
517522 Making Love For Fun	Enrique Iglesias	Fishbein/Iglesias/Dloguard/Morales/Siegel	5.00%	5.00% World Wide
497565 Making Memories Of Us	Keith Urban	R. Crowell	100.00%	100.00% World Wide
265759 Mama Said Knock You Out	LL Cool J	Smith/Williams/Morrison/Stewart/Jacobs/Clinton/Collins/McCants/McCants	7.42%	7.42% World Wide
902068 Mamas Dont Let Your Babies Grow Up To Be Cowboys	Willie Nelson/Waylon Jennings	Bruce/Bruce	100.00%	100.00% World Wide
101240 Maria Maria	Santana	Jean/Duplessis/Santana/Perazzo/Rekow	65.00%	65.00% World Wide
228018 Marmalade	System of a Down	Malakian, Tankian, Odadjian, Dolmayan	100.00%	100.00% World Wide
101168 Marrakesh Express	Crosby, Stills & Nash	G. Nash	100.00%	100.00% World Wide
84008 Martha My Dear	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
553385 Mass Destruction	Faithless	Fraser / Bentovim / Armstrong / Nut	26.67%	26.67% World Wide
84121 Maxwell's Silver Hammer	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00% World Wide
186437 Maybe I'm Amazed		McCartney	64.167% Sony, 35.833 EMI	100.00% World Wide
505811 Maybe This Christmas		Sexsmith	100.00%	100.00% World Wide
598617 Me Dedique a Perderte	Alejandro Fernandez	Garcia	100% Sony Music ent Mx, S.A., De C.V.	100.00% WW
35323 Me Estoy Enamorando	La Mafia	Larrinaga	100.00%	100.00% World Wide
84122 Mean Mr. Mustard	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00% World Wide
83303 Meet Me In Montana	Jo Dee Messina	Goodrum / Maher	100.00%	100.00% world wide
24351 Meeting In The Ladies Room	Klymaxx	Calloway/Calloway/Watson	51.95%	51.95% World Wide
Mesmerized	Faith Evans	*update in Moviso when splits are decided*	Pending	pending
96249 Mess	Ben Folds Five	Ben Folds	100.00%	100% World Wide
Message to the Boys	Nas		SPLITS PENDING	
75993 Miami	Will Smith	Sheby/Shockley/Sylvers/Smith	50.00%	50% World wide
84007 Michelle	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00% World Wide
14213 Midas Touch	Midnight Star	Watson	94.45%	94.45% World Wide
22105 Miracle	Whitney Houston	Esdmons / Reid	62.50%	62.50% World Wide
75119 Mo Money, Mo Problems	Notorious B.I.G.	Edwards/Rogers/Combs/ Wallace/Jordan/Phillips	30.00%	30.00% WW
340320 Moment Like This	Kelly Clarkson	Reid/Eliffson	50.00%	50.00% World Wide
554458 Money Ain't A Thang	Jermaine Dupri	Arrington/Parker/Carter/Carter/Hankerson/Dupri	50.00%	50.00% World Wide
167977 More Bounce	Heavy D.	Troutman, Myers	31.25%	31.25% World Wide
161955 More Bounce to the Ounce	Zapp	Troutman/Sejo	62.50%	62.50% World Wide
113353 More Than That	Backstreet Boys	Anders/Wennerberg/Jemberg	6667.00%	66.68% World Wide
112110 Morning Glory	Oasis	Noel Gallagher	100.00%	100.00% Worldwide
111758 Most Girls	Pink	Babyface / Thomas	50.00%	50.00% Worldwide
84009 Mother Nature's Son	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
100145 Mountain Music	Alabama	Owen	100.00%	100.00% World ex. Belgium / Holland / and Luxembourg
450546 Move It On Over	George Thorogood & The Destroyers	Williams	100.00%	100.00% World Wide
Move Somethin'	LL Cool J	James Smith/Johnson	pending	pending
113833 Movin Melodies	ATB	Tanneberger	100.00%	100.00% World Wide
244779 Movin On Without You	Utada Hikaru	Hikaru	100.00%	100.00% World Wide
627752 Moving Pictures	Fall Out Boy	Peter Wentz, Patrick Stumph, Joseph Trohman	100.00%	100.00% World Wide
229003 Mr. Big (Man)	The Kinks	Ray Davies	100.00%	100.00% USA and Canada Only
451662 Mr. Mom	Lonestar	Harbin/Ron/McDonald/Pfrimmer/Don	33.34%	33.34% World Wide
111896 Murder Was The Case	Snoop Dogg	Young/Trawick/Griffin/Boradus/Arnaud	37.50%	37.50% World Wide
631889 Must Be Nice	Lyle Jennings	Jennings	100.00%	100.00% World Wide
208896 My All	Mariah Carey	Carey/Afanasieff	50.00%	50.00% World Wide
103251 My Baby You	Marc Anthony	Afanasieff, Walter N., Muniz, Mark A.	100.00%	100.00% World Wide
540975 My Buddy	G-Unit	Brown/Jackson/Lloude/Morricone/Auser	16.67%	16.67% Woirdwide
304081 My Give A Damn Is Busted	Jo Dee Messina	Dittie/Shapiro/Martin	58.34%	58.34% World Wide
106898 My Heart Is Lost In You	Brooks & Dunn	Beavers/Harrington	50.00%	50.00% World Wide
631765 My Life	Lyle	Jennings	100.00%	100.00% World Wide
157243 My Life	Mary J. Blge	Ayers/Blige/Combs/Delvaile/Thompson	6.25%	6.25% World Wide
95802 My Love Is Your Love	Whitney Houston	Jean Nel Wyclef/Duplessis	75.00%	75.00% World Wide
22100 My My My	ARMAND VAN HELDEN	Edmunds, Simmons	65.82%	65.82% WW
28325 My Next Broken Heart	Brooks & Dunn	Cook/Dunn/Brooks	100.00%	100.00% World Wide
125569 My Oedipus Complex	Kid Rock	Peters/ Ritchie	5.00%	5.00% World Wide
537908 My Song	Ricky Fante	Deutsch/Fante/Harris/Kats	60.00%	60.00% Worldwide
593993 Nada Personal	Marc Anthony	Estefano/Anthony/Reyes	100.00%	100.00% World Wide
540480 Nas Angels...The Flyest	Nas	Jones/Williams/Hugo	16.66%	16.66% World Wide
118500 Nasty Girl	Destiny's Child	Knowles/ Dent / Brassi / Hackett	30.00%	30.00% Worldwide
315514 Needles	System of a Down	Malakian, Tankian, Odadjian, Dolmayan	100.00%	100.00% Worldwide
28523 Neon Moon	Brooks & Dunn	Dunn	100.00%	100.00% World Wide
116608 Never Gonna Give You Up	Rick Astley	Stock/Aitken/Waterman	33.34%	33.34% World wide
78464 Never Gonna Let You Go	Faith Evans	Edmonds/Thomas	40.00%	40.00% Worldwide
84222 New York City	John Lennon	Lennon	100.00%	100.00% Worldwide
102500 New York Groove	Ace Frehley	Ballard	100.00%	100.00% Worldwide

SCHEDULE A

Song #	Title	Artist	Writers	US % Collected	US % Territory (WW=World Wide) Licensed
109603	Niggas Ain't S**t	Trina/Dr. Dre	Young/Curry/Wolfe/Taylor/ Beasley/Broadus	18.75%	18.75% World Wide
	Niggaz Done Started Something		Blackman/Betha/Styles/Simmons/Jacobs/Phillips	50.00%	50.00% World Wide
422701		DMX			
	No Matter What They Say		Rogers, Thompson, Barrier, Byrd, Jones, Feliciano, Edwards, Henson, Archer, Beavers,	10.00%	10.00% World Wide
291152		Lil Kim	Taylor, Hill, Joyner, Griffin		
597292	No Me Quiero Enamorar	Kalimba	Domm, Oceransky, Bernal	50.00%	50.00% World Wide
512289	No Me Tortures	Daniel Rene	Pilote/Danny Lopex	35.00%	35.00% Worldwide
38633	No More Mr. Nice Guy	Alice Cooper	Cooper/Bruce	100.00%	100.00% World Wide
	No One Else In The Room	Nas		SPLITS PENDING	
76525	No One Else On Earth	Wynonna	Colucci / Harris / Lorber	41.67%	41.67% World Wide
77827	No Place That Far	Sara Evans	Evans/Martin/Shapiro	91.66%	91.66% Worldwide
84013	No Reply	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00% World Wide
	No Shelter	Rage Against The Machine	Rocha / Commerford / Morello / Wilk	100.00%	100.00% Worldwide
77879					
495972	No Shoes, No Shirt, No Problems	Kenny Chesney	Beatherd	100.00%	100.00% World Wide
127568	No Such Thing	John Mayer	Mayer/Cook	85.00%	85.00% World Wide
	Nobody Ever Died of A Broken Heart	Cowboy Crush	Terry Radigan/Kenny Greenberg/Walter Wilson	33.34%	33.34% World Wide
296370					
84014	Norwegian Wood (This Bird Has Flown)	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
55740	Not Gon' Cry	Mary J. Blige	Edmonds	87.50%	87.50% Worldwide
130024	Not On Your Love	Jeff Carson	Martin /Wilson / Martin	20.84%	20.84% Worldwide
519624	Not Me	Kenni Thomas	Thomas, Montana, Maher	33.34%	33.34% World Wide
597449	Not That Kind of Girl	JoJo	Fusari / Belewa / Falonte	25.00%	25.00% Worldwide
243892	Nothing Even Matters	Lauryn Hill	Hill	100.00%	100.00% World Wide
	Now You've Got Something To Die For	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100% Sony/ATV Songs LLC	100.00% WW
593841					
84016	Nowhere Man	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00% World Wide
238168	Nowhere To Run (Vapor Trail)	Ozzy Osborne	Blades, Rubin, Of dirty bastard, Jordan, Kirkland, Osborne, DMX	18.50%	18.50% World Wide
607438	Numb/Encore	Jay-Z / Linkin Park	Carter/West	18.75%	18.75% World Wide
551493	O.G. Bitch	Esthero	Gerald Eaton, Brian West, Esthero	50.00%	50.00% World Wide
907596	Ob La Di Ob La Da	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00% World Wide
318997	Objection	Shakira	Mebarak	100.00%	100.00% World Wide
116758	Ocean Spray	Manic Street Preachers	Moore/Jones/Bradfield	100.00%	100.00% World Wide
84123	Oh Darling	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00% World Wide
38112	Oh L'Amour	Erasure	Bell/Clarke	100.00%	100.00% World Wide
448598	Oh Pretty Woman	Roy Orbison	Dees/Orbison	62.50%	62.50% USA
537908	Oh Yeah	Ricky Fante	Deutsch/Fante/Harris/Kats	35.00%	35.00% Worldwide
213058	Ojos Asi	Shakira	Mebarak/Flores/Garza	66.67%	66.67% World Wide
81908	Okie From Muskogee	Merle Haggard	Powers, Haggard	100.00%	100.00% World Wide
603438	Old Soul Song	Bright Eyes	Oberst	100.00%	100.00% World Wide
593828	Omerta	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100.00%	100.00% WW
97049	On The Inside (Theme from "Prisoner")	Lynne Hamilton	CASWELL DAVID ALLAN	100.00%	100.00% World Wide
129117	One Day In Your Life	Anastacia	Biancaniello/Newkirk/Watters	33.33%	33.33% World Wide
593839	One Gun	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100.00%	100.00% WW
99449	One Man Army	Our Lady Peace	Maida/Lanni	50.00%	50.00% Worldwide
133864	One Mic	Nas	Jones / Thompson	25.00%	25 WW
64856	One More Chance	Notorious B.I.G.	Carl 'Chucky' Thompson (/ Christopher Wallace /Sean Combs / Norman Glover / Reginald D. Ellis	16.67%	16.67% WW
	One Night Stand	Misteeq	Mikkel/ SE/ Rustan/ Hermansen/ Dixor/ Washington/ Nash	16.66%	16.66% World Wide
138143	One Nite Stand	Sarah Connor	Duplessis/Wyclef/Connor/Fortuna	37.50%	37.50% World Wide
	One Sweet Day	Mariah Carey	M. Carey, N. Morris, W. Morris, S.Stockman, M. McCary, W. Afanasieff	35.00%	35.00% World Wide
112868					
106975	One Voice	Billy Gilman	Cook, Malloy	50.00%	50.00% World Wide
450370	Only The Lonely	Roy Orbison	Melson/Orbison	50.00%	50.00% World Wide
38068	Only You	Yaz	V. Clarke	100.00%	100.00% World Wide
	Ordinary	Train	Hendrickson, Monahan	12.50%	12.50% World Wide
599470	Other Chicks	Clara	Harris, Spencer, Miles	50.00%	50.00% World Wide
101174	Our House	Crosby, Stills, Nash & Young	G. Nash	100.00%	100.00% World Wide
331471	Outro	Amerie	Mark Rooney, Rich Harrison, Amerie Rogers	40.00%	40.00% World Wide
330810	Outta The Way	The Vines	Nicholls	100.00%	100.00% World X Australia/New Zealand
611213	Paid the Price	Do or Die	Troutman, Troutman, Round, Round, West, Smith	18.75%	37.50% World
84018	Paperback Writer	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
504367	Paradise	LL Cool J	Barnes/Olivier/Smith/Jackson/ Rogers/Burke/Felder/Wright	50.00%	50.00% World Wide
	Part II	Method Man & Redman	Edmonds / Wilson / Sermon / Braxton / Noble / Smith	30% Sony/ATV Songs LLC / ECAF Music	30.00% Worldwide
127604					
	Party To Damascus	Wyclef feat. Missy Elliot	Jean/Duplessis/Elliot	60.00%	60.00% World Wide
524145					
	Pass The Courvoisier	Busta Rhymes	Rodgers/Edwards/Muhammed/Tyler/Linzer/Taylor/ Fareed/Smith/Hugo/Woolard/Denny/Lamb/Randal	7.50%	7.50% World Wide
329212					
	Pass The Courvoisier Part 2	Busta Rhymes	Rodgers/Edwards/Muhammed/Tyler/Linzer/Taylor/ Fareed/Smith/Hugo/Woolard/Denny/Lamb/Randal	7.50%	1.50% World Wide
522305					
234780	Paul Revere	Beastie Boys	Rubin / Horowitz / McDaniels / Simmons	10.00%	10.00% Worldwide
338351	Peace of Mind	Josh Groban	James/Verges	50.00%	50.00% World Wide

SCHEDULE A

Song #	Title	Artist	Writer(s)	US% Collected/ Licensed	US% Territory(WW-World Wide)
127507	Peaceful World	John Mellencamp	Mellencamp	100.00%	100.00% Worldwide
49168	Pedro Navaja	Ruben Blades	Blades	100.00%	100.00% World Wide
91454	Penny Lane	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00% World Wide
	Perfect	Snoop Dogg	Broadus/Williams/Hugo/Adu/St.John	25.00%	25.00% World Wide
138090	Perfect	Sara Evans	Evans/Martin/Shapiro	100.00%	100.00% World Wide
	Perfect Gentleman	Wyclef Jean	Jean / Duplessis / Harris	45.00%	45.00% Worldwide
112867					
501899	Persuaders	N/A	Barry	100.00%	100.00% World Wide
605891	Peter Pan Overture		Kaczmarek	100.00%	100.00% World Wide
38285	Philosophy	Ben Folds Five	Folds	100.00%	100.00% Worldwide
307794	Piano	Glassjaw	Palumbo/Beck	100.00%	100.00% Worldwide
447592	Pickin' Wildflowers	Keith Anderson	Williams, Rich, Anderson	33.34%	33.34% World Wide
106713	Picture Perfect	Angela Via	Trullinger/Cosgrove/Clark	3333.00%	33.33% Worldwide
183545	Piece Of My Heart	Janis Joplin	Berns/ Ragavoy	16.67%	16.67% World Wide
145506	Pienso En Ti	Shakira	Merbarak/ Ochoa	100.00%	100.00% World Wide
	Piggy In The Middle	Beatles	Lennon / Mccartney	82.08% Sony, 17.92% EMI	100.00% World Wide
95529					
118573	Play	J-LO	Cory Rooney A. Bagge, A. Birgisson, C. Millan	5.00%	5.00% Worldwide
610407	Play Something Country	Brooks & Dunn	Dunn/McBride	50.00%	50.00% World Wide
108852	Please Remember Me	Tim McGraw	Crowell, Jennings	50.00%	50.00% World Wide
37685	POISON	ALICE COOPER	Cooper, Child, McCurry	42.50%	42.50% Worldwide
80878	Polyester Bride	Liz Phair	Phair	100.00%	100.00% World Wide
6462	Pop A Top	Alan Jackson	Stuckey	100.00%	100.00% Worldwide
	Pop Lockin'	Silkk The Shocker	Troutman/Troutman/Hooks/ Hudson/Broadus/Spittman/ Miller/Brooks	Sony/Lastrada 37.5	37.50% World Wide
125090					
45930	Possession	Sarah McLachlan	McLachlan	100.00%	100.00% World X Canada
617120	Poster Girl	Backstreet Boys	Mann/Bahncke/Tromberg	50.00%	50.00% World Wide
138853	Power of a Dream	Celine Dion	Edmons/Foster/Thompson	33.34%	33.34% World Wide
526494	Powerless (Say What You Want)	Nelly Furtado	Eaton/West/Furtado/ Horn/Dudley/ McLaren	26.68%	26.68% WW
	Prelude/Hell of a Town	Joe Jackson	Joe Jackson	100.00%	100.00% World Wide
627748	Pretty In Punk	Fall Out Boy	Peter Wentz, Patrick Stumph, Joseph Trohman	100.00%	100.00% World Wide
	Pretty Paper	Roy Orbison	Nelson	100.00%	100.00% Worldwide EX - Australia, New Zealand, Benelux, Brazil, UK, Germany Austria, Switzerland, Italy, Scandinavia, Denmark, Iceland, and France
4661					
64541	Pump Pump	Snoop Dogg	Mattik/Broadus/Young	50.00%	50.00% Worldwide
	Pure and Simple	Hear Say	Clarkson / Hawes / Kirtley	33.34%	33.34% Worldwide
534809					
60682	Pure Massacre	Silverchair	Johns/Gillies	100.00%	100.00% World Wide
122025	Push It	Salt n Pepa	Ray Davis/Herby Azor	2.00%	2.00% Can/Mex/USA
327976	Put It In Your Mouth	Akinyele	Harris/Adams/Jeffries	100.00%	100.00% World Wide
	Put Your Hands Where My Eyes Can	Busta Rhymes	Seals/Smith	50.00%	50.00% World Wide
450186	See				
699865	Quarterbackin	E40	Adams/Stevens/Thornton/Thornton	50.00%	50.00% World Wide
625479	QUESTION	System of a Down	Malakian/Tankian	100.00%	100.00% World Wide
627450	Que Lloro	Sin Bandera	Garcia	100.00%	100.00% World Wide
38282	Radar Love	Golden Earring	Kooymans/Hay	100.00%	100.00% World Wide
237483	Radio Activity	Kraftwerk	Schutt/Heutter/Schneider	100.00%	100.00% World Wide
523033	Raindrops Will Fall	TAMYRA GRAY	BIANCANIELLO, WATTERS, GRAY	33.34%	33.34% WW
75013	Rapper's Delight	Sugarhill Gang	Rodgers / Edwards	50.00%	50.00% Worldwide
237889	Rasputin	Boney M	Jay/Reyam/Farian	100.00%	100.00% Worldwide
237889	Rat-Tat-Tat-Tat	Dr. Dre	Curry/Young	100.00%	100.00% Worldwide
337255	A Real Fine Place to Start	Sara Evans	Ducas/Foster	50.00%	50.00% World
447757	Real Men	Joe Jackson	Joe Jackson	100.00%	100.00% World Wide
	Reaper (Don't Fear The)	Blue Oyster Cult	Roeser, Donald	Sony/ATV Tunes, LLC (ASCAP) 100%	100.00% World excluding GAS and East Europe
902171					
506479	Red Dirt Road	Brooks & Dunn	Brooks/Dunn	100.00%	100.00% World Wide
40419	Red Light Special	TLC	Edmonds	100.00%	100.00% World wide
40369	Red Red Wine	Neil Diamond/UB40	Diamond	100.00%	100.00% WW
643238	Redneck Woman	Gretchen Wilson	Wilson/Rich	50.00%	50.00% World Wide
593837	Remorse If For The Dead	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100.00%	100.00% WW
525733	Re-offender	Travis	Healy	100.00%	100.00% Worldwide
341951	Requiem For A Dream Theme	Clint Mansell	Mansell	12.50%	12.50% World Wide
272712	Respectable	Mel and Kim	Stock/Aitken/Waterman	33.34%	33.34% World Wide
84022	Revolution	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
61696	Rhiannon	Fleetwood Mac	Stevie Nicks	100.00%	100.00% World Wide
612919	Rich Girl	Gwen Stefani	Kravlazuk/Stefani/Dioguardi/Allazano	91.00%	5.00% World Wide
512555	Ride	The Vines	Nicholls	100.00%	100.00% World Wide
603444	Rodeo To Joy	Bright Eyes	Oberst	100.00%	100.00% World Wide
85087	Rock Around The Clock	Bill Haley	Max C. Freedman/J. Myers	75.00%	75.00% US, Canada, & Mexico
517481	Rock Me	Liz Phair	Alspach/Edwards/Christy/Phair	25.00%	25.00% World Wide
77981	Rock The Bells	LL Cool J	Smith/Rubin	87.50%	87.50% World Wide

SCHEDULE A

Song #	Title	Artist	Writer/Composer	US % Collected	Year/US % Licensed	Territory(WW-World Wide)
	Rock The Party	Five	Gibb / Brown / Breen / Conlon / Gallagher / Stannard	8.00%	8.00%	World Wide
84025	Rocky Raccoon	Beatles	Lennon, John W. , McCartney, Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
803447	Roll With You	Ciara	Spencer, Miles, Harris	25.00%	50.00%	World
274815	Rose Garden	Lynn Anderson	Joe South	100.00%	100.00%	World Wide
448368	Roulette	System of a Down	Malakian, Tankian, Odadjuan, Dolmayan	100.00%	100.00%	World Wide
595356	Rub My Back	LL Cool J	James Smith, Tim Mosley	50.00%	50.00%	World Wide
602188	Rumours	Lindsay Lohan	Rooney, Jackson, Jackson, Lohan	50.00%	50.00%	World Wide
125150	Run For Cover	Sugababes	Lipsey / Donaghy / Buena / Buchanan	25.00%	25.00%	Worldwide
506746	Run, Run, Run	Ryan Tyler	Powell/Davis/Kayle	33.34%	33.34%	World Wide
211945	Salome	Chayanne	Salgado	100.00%	100.00%	World Wide
132199	Same Old Brand New You	A1	Adams/Ingerbigdsen/Read/Foster	50.00%	50.00%	World Wide
289999	Satisfy You	Puff Daddy / R. Kelly	Walker/Combs/Mcelroy/Foster/Price/Kelly/Greene	10.00%	10.00%	World Wide
111341	Say My Name	Destiny's Child	Beyonce Knowles, Kelendria T Rowland, Latavia Roberson, Rodney Jerkins,Daniels, Lashawn A., Fred Jerkins III	20.00%	20.00%	World Wide
62915	Say You'll Be there	Spice Girls	Beckham/Brown/Buck/Bunton/Chisholm/Halliwell/Kennedy	66.67%	66.67%	World Wide
505742	Scandalous	Misteeq	Eriksen/Rustan/Hermansen	18.67%	18.67%	World Wide
315518	Science	System of a Down	Malakian, Tankian, Odadjuan, Dolmayan	100.00%	100.00%	World Wide
594794	Se Esfuma Tu Amor	Marc Anthony	Salgado/Pagan	100.00%	100.00%	World Wide
145504	Se Quiere Se Mata	Shakira	Mebarak/Ochoa	100.00%	100.00%	World Wide
84028	Saargent Pepper's Lonely Hearts Club Band	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
480636	Secret Ambition	Michael W. Smith	Smith/Kirkpatrick/Gill	50.00%	50.00%	World Wide
51531	Secret Of Life	Faith Hill	Peters	100.00%	100.00%	World Wide
300897	Secretly	Jennifer Lopez	Shakir, Rooney, Oliver, Lopez	90.00%	90.00%	World Wide
538924	Sentada Aqui en mi Alma	Chayanne	Estefano/Reyes	100.00%	100.00%	Universe
54543	Serial Killa	Snoop Dogg	Arnaud/Brown/Middendorf/Broadus/Thomas/Willar	20.00%	20.00%	World Wide
68137	Sesame Street Theme	N/A	Raposo/Hart/Stone	Sony/ATV 50%	50.00%	World excluding Asian territories
148323	Setting Sun	Chemical Brothers	Gallagher/Rowlands/Simons	50.00%	50.00%	World Wide
37818	Sex As A Weapon	Pat Benetar	Steinberg/Kelly	100.00%	100.00%	World Wide
118503	Sexy Daddy	Destiny's Child	Beyonce Knowles Damon Elliott	60.00%	60.00%	World Wide
84029	Sexy Sadie	Beatles	Lennon / McCartney	100.00%	100.00%	World Wide
	Shake It Baby	LL Cool J	Johnson/Smith/Taylor	pending	pending	
334366	Shake Ya Body	Jay Z & R Kelly	Barnes/Olivier/Kelly/Dewese/Jones/Robinson	20.00%	20.00%	World Wide
554336	Shake Ya Tail Feather	Murphy Lee, Nelly and P.Diddy	Smith, Bridges, Lee, Haynes	9.170%	9.170%	World Wide
548072	Shame On Me	Ryan Cabrera	Diamond/Cabrera/Savan	33.340%	33.340%	World Wide
113235	She Bangs	Ricky Martin	Afanasieff/Child/Rosa	45.88%	45.88%	World Wide
17833	She Bop	Cindy Lauper	Lauper/Chertoff/Corbett/Lunt	28.34%	28.34%	World Wide
84127	She Came In through The Bathroom Window	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
831736	She Got Kids	Lyfe	Jennings	100.00%	100.00%	World Wide
544256	She Lives In My Lap	Outkast	Troutman/Hawkins/Vidal/Vidal/Benjamin	5.00%	5.00%	World wide
84031	She Said, She Said	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
28524	She Used To Be Mine	Brooks & Dunn	Dunn	100.00%	100.00%	World Wide
108848	Sheila	Tommy Roe	Roe Tommy	100.00%	100.00%	World Wide
133985	She'll Go On You	Josh Turner	Namore	100.00%	100.00%	World Wide
304065	She'll Leave You With A Smile	George Strait	Knowles/Blackmon	50.00%	50.00%	World Wide
84032	She's A Woman	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
98453	She's Crafty	Beastie Boys	Horovitz/Rubin/Yauch	12.50%	12.50%	World Wide
84033	She's Leaving Home	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
46877	She's Not The Cheatin Kind	Brooks & Dunn	Dunn	100.00%	100.00%	World Wide
234080	She's On It	Beastie Boys	Horovitz/Rubin	50.00%	50.00%	World Wide
614391	Shiver	Natalia	Solomon / Imbruglia / White	47.00%	47.00%	World Wide
242133	Show Me Love	Robin S / DJ Tonka	Mcfarlane/George	100.00%	100.00%	Worldwide
	Show Me The Way To Your Love	Hear Say	Eriksen / Hermansen / Hallgeir	33.34%	33.34%	Worldwide
102235	Showroom Dummies	Kraftwerk	Huetter	100.00%	100.00%	US
27599	Sick Boys	Michael Ness	Michael Ness	100.00%	100.00%	World Wide
118102	Side	Travis	Healy	100.00%	100.00%	Worldwide
434266	Siempre Hay Milagros	Myra	Kennedy/Sheyne	50.00%	50.00%	World Wide
452935	Signs	Tesla	Emmerson	50.00%	50.00%	World Wide
76705	Silence	Delerium	Leeb/Fuller/McLachlan	50.00%	50.00%	World ex Canada
197906	Silent Murder	Nas	Browne / Jones / Roero	30.00%	30.00%	Worldwide
519472	Simple Things	Amy Grant	Grant/Thomas/O'Brian/Owsley	40.00%	40.00%	World Wide
116098	Sing	Travis	Healy	100.00%	100.00%	Worldwide
54802	Sittin' Up In My Room	Brandy	Edmonds	87.50%	87.50%	Worldwide
113243	Situation	Yaz	V Clarke/A Moyet	100.00%	100.00%	World Wide
549173	Slipped Away	Avril Lavigne	Kreviazuk/Lavigne	50% Sony/ATV Songs LLC	50.00%	World Wide
234802	Slow Ride	Beastie Boys	Rubin/Allen/Brown/Dickerson/Miller/Scott/Goldstein/Horowitz/Diamond/Yauch/Jordan/Levitin	5.00%	5.00%	World Wide
447666	Slow Song	Joe Jackson	Joe Jackson	100.00%	100.00%	World Wide
831882	Smile	Lyfe	Jennings, Lambert, Potter	33.34%	33.34%	World Wide
38707	Smooth Operator	Sade	Adu/St John	50.00%	50.00%	World Wide
240842	So Damn Beautiful	Paranoid	Horrocks, Millcaro, Rowe	66.66%	66.66%	World Wide
37820	So Emotional	Whitney Houston	Steinberg/Kelly	100.00%	100.00%	World Wide
516380	So Gone	Monica	Elliot/Cunningham/Rye/ Ahmonuel	50.00%	50.00%	Worldwide
111337	So Good	Destiny's Child	Knowles,Beyonce / Rowland,Kelendria T. / Roberson,Latavia / Luckett,Letoya / Briggs,Kevin / Burruss,Kandi L.	15.00%	15.00%	Worldwide
113167	So In Love With Two	Mikalla	Engriquez / Erickson /Harmansen /Rustan	30.00%	30.00%	Worldwide
177305	So What	Miles David	Davis	100.00%	100.00%	Worldwide
619517	Soldier	Destiny's Child	Knowles/Rowland/Harrison/Williams/Carter/Garrett / Harris	14.00%	14.00%	Worldwide

SCHEDULE A

Song #	Title	Artist	Writer(s)	US % Collected	US % Territory (WW-World Wide) Licensed Co 2
79140	Solitaire	Clay Aiken	Cody/Sedaka	60.63%	60.63% World Wide
50666	Solitary Man	HIM	Diamond	100.00%	100.00% World Wide
67537	Solo En Ti	Enrique Iglesias	Clarke/Iglesias	93.75%	93.75% Worldwide
99865	Some Days You Gotta Dance	Dixie Chicks	Johnson/Morgan	18.75%	18.75% World Wide
480645	Somebody Love Me	Michael W. Smith	Smith/Kirkpatrick	50.00%	50.00% World Wide
334362	Somebody's Girl	Jay-Z R Kelly	Barnes/Olivier/Kelly/Carter	50.00%	50.00% Worldwide
114845	Someone To Love You	Ruff Endz	Rooney	100.00%	100.00% Worldwide
520434	Something's Broken	Tim McGraw	beathard, horne	50.00%	50.00% Worldwide
29552	Sometimes	Erasure	Clarke/Bell	100.00%	100.00% Worldwide
13553	Sometimes When We Touch	Dan Hill	Hill Dan/Mann Barry	100.00%	100.00% World excluding Canada
619547	Somewhere Else	Razorlight	Johnny Borrell	100.00%	100.00% World Wide
135131	Somewhere Out There	Our Lady Peace	Coutts/Maida/Taggart	100.00%	100.00% World Wide
5250	Son Of A Preacher Man	Tanya Tucker; Dusty Springfield	Hurley/Wilkins	100.00%	100.00% World Wide
46487	Song For the Dumped	Ben Folds Five	Ben Folds, Darren Jessee	100.00%	100% World Wide
90176	Sorry Suzanne	Hollies	Anthony Gordon/Stephens Geoffrey	50.00%	50.00% World Wide
50519	Squeeze Me In	Garth Brooks / Trisha Yearwood	Nicholson / McClinton	50.00%	50.00% Worldwide
29592	Star	Erasure	Bell/Clarke	100.00%	100.00% World Wide
51501	Starseed	Our Lady Peace	Maida/Lanni/Eacrett/Lanni	75.00%	75.00% Worldwide
526296	Stay	Leann Rimes	Pierce/White	50.00%	50.00% Worldwide
601558	Stay For A While	Angie Stone	Wynn/Stone/Hamilton	10.00%	10.00% Worldwide
537150	Stay With Me	Josh Gracin	James/Mcbride/Hughes	33.34%	33.34% World Wide
447679	Steppin'Out	Joe Jackson	Jackson Joe/	100.00%	100.00% World Wide
631750	Stick Up Kid	Lyfe	Jennings	100.00%	100.00% World Wide
609554	Still Around	J-LO	Rooney/Patton	50.00%	50.00% World Wide
129194	Stomp	Sleps	Rodgers / Edwards / Topham / Twigg / Campbell	25.00%	25.00% Worldwide
29580	Stop	Erasure	Bell/Clarke	100.00%	100.00% World Wide
109850	Stop Being Greedy	DMX	Blackmon/Fields/Masser/Simmons	13.00%	13.00% World wide
48892	Stranded on Death Row	Dr. Dre	Allen/Brown/Hayes/Middendorf/Nichols/Broadus/W	11.00%	11.00% World wide
447648	Stranger Than Fiction (Fiction)	Joe Jackson	Joe Jackson	100.00%	100.00% World Wide
447681	Stranger Than You	Joe Jackson	Joe Jackson	100.00%	100.00% World Wide
84037	Strawberry Fields Forever	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
338488	Streamline	System of a Down	Malakian, Tankian, Odadjuan, Dolmayan	100.00%	100.00% World Wide
505478	Street Life	Beenie Man	Davis/Hermansen/Erikson/Kelly	33.34%	33.34% World Wide
102024	Strong Enough	Sheryl Crow	Crow/Bottrel/Baerwald/ Gilbert/Ricketts/ Macleod	33.34%	33.34% World Wide
528771	Stupid	Sarah McLachlan	McLachlan	100.00%	100.00% World Wide
228011	Sugar	System of a Down	Malakian, Tankian, Odadjuan, Dolmayan	100.00%	100.00% World Wide
106530	Sugar, Sugar	The Archies	Barry/Kim	50.00%	50.00% US
624734	Sugar, We're Goin' Down	Fall Out Boy	Wentz, Stumph, Trohman, Hurley	100.00%	100.00% World Wide
228004	Suggestion	System of a Down	Malakian, Tankian, Odadjuan, Dolmayan	100.00%	100.00% World Wide
228003	Suite Pee	System of a Down	Malakian, Tankian, Odadjuan, Dolmayan	100.00%	100.00% World Wide
64983	Supermans's Dead	Our Lady Peace	Maida/Lanni	5000.00%	50.00% Worldwide
49509	Supernova	Liz Phair	Phair	100.00%	100.00% Worldwide
117035	Survivor	Destiny's Child	Beyonce Knowles, Anthony Dent Matthew Knowles	47.00%	47.00% World Wide
106528	Suspicious Minds	Elvis Presley	Zambon	100.00%	100.00% World Wide
41693	Sweet Caroline	Neil Diamond	Diamond	100.00%	100.00% WW
448642	Sweet Dreams of You	Patsy Cline	Gibson	100.00%	100.00% Worldwide
67827	Sweet Surrender	Sarah McLachlan	Sarah McLachlin	100.00%	100.00% World X Canada
599409	Swing Life Away	Rise Against	Principe/Mcilrath/Barnes/Chasse	75.00%	75.00% World Wide
613070	Switch	Will Smith	Smith/Bennett/Holland	35.00%	35.00% World
627747	Switchblades and Infidelity	Fall Out Boy	Peter Wentz, Patrick Stumph, Joseph Trohman	100.00%	100.00% World Wide
601763	Take It Easy (Love Nothing)	Bright Eyes	Oberst	100.00%	100.00% World Wide
524174	Take Me As I Am	Wyclef Jean	Jean/Duplessis/Sdawes	56.25%	56.25% World Wide
538810	Take Me Away	Fefe Dobson	Dobson/Levine	100.00%	100.00% World Wide
93045	Take Me Out To The Ballgame		Norworth/Von Tilzer	75.00%	75.00% World Wide
93719	Take On Me	A-Ha	Pal Waaktaar / Magne Furuholmen / Morten Harket	100.00%	100.00% Worldwide
131976	Take You Home With Me aka Body	R. Kelly & Jay-Z	Kelly/Carter/Barnes/Olivier	50.00%	50
39636	Taking Care Of Business	BTO	Randy Bachman	100.00%	100.00% World Wide
024523	Talk	Coldplay	Schult, Huetter, Barros,Martin, Berryman, Buckland, Champion	37.50%	37.50% World Wide
66781	TALES FROM THE CRYPT	Danny Elfman	Danny Elfman	100.00%	100.00% World Wide
593992	Tan Solo Palabras	Marc Anthony	Estefano/Reyes	100.00%	100.00% World Wide
447700	Target	Joe Jackson	Joe Jackson	100.00%	100.00% World Wide
84780	Taxman	Beatles	Harrison	100.00%	100.00% Worldwide
84780	Taxman	Beatles	Harrison	100.00%	100.00% Worldwide
101189	Teach Your Children	Crosby, Stills, Nash & Young	G. Nash	100.00%	100.00% World Wide
190658	Teardrop	Massive Attack	Fraser/Del Naja/Marshall/Vowles	50.00%	50.00% World Wide
330768	Tears From the Moon	Conjure One	Baertsoen/Nowels/Steiberg	33.34%	33.34% World Wide
109952	Tell Him	The Exciters	Russell	33.33%	33.33% World Wide
87800	Tell Me If You Want Me To	Groove Theory	Larrieux/Wilson/Brown	50.00%	50.00% World Wide
109312	Telluride	Tim McGraw	Cornelius/Verges	50.00%	50.00% World Wide
105785	Temptations	Tupac Shakur	R. Troutman/L. Troutman/Murdock/Shakur/Clinton/Spradley/Harvey/Noble/Shider/	50.00%	50.00% World Wide
114426	Ten Rounds With Jose Cuervo	Tracy Byrd	Beathard/Cannon-Goodman/ Henney	100.00%	100.00% World Wide
100148	Tennessee River	Alabama	Owen	100.00%	100.00% World ex. Belgium / Holland / and Luxembourg
448697	Tennessee Waltz	Patti Page	King, Stewart	100.00%	100.00% World Wide
75422	Texas Size Heartache	Joe Diffie	Wilson / Turner	100.00%	100.00% Worldwide
54540	The Shiznit	Snoop Dogg	Young/Broadus	50.00%	50.00% World Wide
507266	Thankful	Kelly Clarkson	Thomas/Mason/Edmons/Clarkson	20.00%	20.00% World Wide
111151	That Ain't Gangsta	50 Cent	West/Wills-Jackson/Jackson	50.00%	50.00% World Wide
38254	That Ain't No Way To Go	Brooks & Dunn	Dunn/Brooks/Cook	100.00%	100.00% World Wide
131500	That's A Woman	Mark Wills	Jones/Rutherford	50.00%	50.00% World Wide
517628	That's What I Love About Sunday	Craig Morgan	Dorsey/Narmore	83.33%	83.33% World Wide

SCHEDULE A

Song #	Title	Artist	Writer/s	US % Collected	US % Territory (WW=World Wide) Licensed
137540	That's What She Gets For Loving Me	Brooks & Dunn	Dunn/McBride	50.00%	50.00% World Wide
84105	The Ballad Of John And Yoko	John Lennon	Lennon/McCartney	100.00%	64.17% World Wide
105195	The Best Of Me	Bryan Adams	Adams/Lange	50.00%	50.00% World Wide
48020	The Chain	Fleetwood Mac	Nicks/Fleetwood/Mcvie/McVie/ Buckingham	20.00%	20.00% World wide
68982	The Chair	George Strait	Cochran, Dillon	50.00%	50.00% World Wide
515443	The Chipmonk Song	Alvin & The Chipmunks	Bagdasarian	100.00%	100.00% World X UK
114664	The Christmas Shoes	Newsong / 3 of Hearts	Ahlstrom /Carswell	50.00%	50.00% WW
516102	The Christmas Song	n/a	Torme/Wells	50.00%	50.00% US
137090	The Color Of Love	Babyface	Edmonds	100.00%	100.00% World Wide
83930	The Continuing Story Of Bungalow Bill	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
48890	The Doctor's Office	Dr. Dre	Curry/Young	100.00%	100.00% World Wide
593840	The Faded Line	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100.00%	100.00% WW
288990	The Flame	Tina Arena	Foreman	100.00%	100.00% World Wide
20453	The Gambler	Kenny Rogers	A.D. Schitz	100.00%	100.00% World Wide
111148	The Good Die Young	50 Cent	West/Jackson	50.00%	50.00% World Wide
136148	The Greatest View	Silverchair	Johns	100.00%	100.00% World Wide
112593	The Hampster Dance Song		DeBoer / Grace / Miller	66.67%	66.67% SMP controls only in US, Canada, Central America ans Mexico
43903	The Heart Is A Lonely Hunter	Reba	Williams / Sanders / Hill	33.33%	33.33% World wide
543724	The Loneliness	Babyface	Edmonds	100.00%	100.00% World Wide
84120	The Long And Winding Road	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00% World Wide
597848	The Love Of Richard Nixon'	Manic Street Preachers	Bradfield, James Dean /Jones, Nicholas / Moo	100.00%	100.00% World Wide
136210	The Mexican 2002 (English)	Thalia	Rooney/Barnes/Olivier/ Shacklock	60.00%	60.00% World Wide
136228	The Mexican 2002 (Spanish)	Thalia	Rooney/Barnes/Olivier/ Shacklock/Miranda	40.00%	40.00% World Wide
133608	The Music's No Good Without You	Cher	Thomas / Taylor / Cher / Barry	80.00%	80.00% Worldwide
92521	The Nanny Theme		Hampton Callaway	100.00%	100.00% Worldwide
554459	The Nigga You Love To Hate	Ice Cube	Arrington/Parker/Carter/Hankerson/Sadler/Spradle y/Clinton/Shider/Ice Cube	45.00%	45.00% World Wide
84010	The Night Before	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
137925	The Only Thing That Looks Good On Me Is You	Bryan Adams	Adams/Lange	50.00%	50.00% World Wide
101403	The Robots	Kraftwerk	Hutter, Schneider, Bartos	83.33%	83.33% Worldwide
51531	The Secret Of Life	Faith Hill	Peters	100.00%	100.00% Worldwide
128438	The Sentinel	Theme	Cooper / Mariette	50.00%	50.00% Worldwide
125943	The Urban Theme	Musze	Menard/Ragin	50.00%	50.00% Worldwide
631734	The Way I Feel About You	Lyle	Jennings	100.00%	100.00% World Wide
549464	The World Needs a Drink		Beathard / Church	100.00%	100.00% Worldwide
197619	Theme - Eastenders		May	100.00%	100.00% World Wide
113739	Theme - Fraggles		Balsam	100.00%	100.00% World Wide
286010	Theme - King of Queens		Goldsmith Joshua/Gross Andrew/Yuspa Cathd	100.00%	100.00% World Wide
149628	Theme - Moonlighting		Holdridge	100.00%	100.00% World Wide
109770	Then The Morning Comes	Smashmouth	Camp / Barry	25.00%	25.00% Worldwide
123774	There She Goes	Babyface	Edmonds/Hugo/Williams	33.34%	33.34% World Wide
338368	These Days	Rascal Flatts	Robson, Steele, Wells	33.34%	33.34% Worldwide
157420	They Don't Know	Jon B	Buck/Kelly/Robinson	33.33%	33.33% World Wide
99451	Thief	Our Lady Peace	Malda/Lanni	5000.00%	50.00% Worldwide
127192	Think It's A Game	Jay-Z	Carter/ Easley/Grant/Parker/ Patrick/Ties	35.00%	35.00% Worldwide
67558	Think Of You	Usher	Jeffrey/Combs/Thompson/Evans/Jones	50.00%	50.00% World Wide
78416	Thinkin' About You	Trisha Yearwood	Regan / Shapiro	33.75%	33.75% Worldwide
130152	Third Rock From The Sun	Joe Diffie	Martin / Greenbaum / Whipple	25.00%	25.00% Worldwide
516238	This I Swear	Nick Lachey	Eriksen/Reid	50.00%	50.00% WW
252838	This Life Forever	Jay-Z feat Missy Elliot	Shawn Carter/Yvonne Covay/William Jackson	23.13%	23.13% World Wide
131183	Three Wooden Crosses	Randy Travis	Williams/Johnson	50.00%	50.00% World Wide
499939	Through The Rain	Mariah Carey	Carey/Cole	100.00%	100.00% World Wide
80484	Thunderbirds	Theme	B. Gray	100.00%	100.00% World Wide
554672	Thunderbirds Are Co	Busted	T. Fletcher/J.Bourne/B. Gray, M. Sargent/C. Simpson	25% Sony	25.00% World Wide
84048	Ticket To Ride	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00% World Wide
113007	Till You Do Me Right	After 7	Edmons/Edmons/Edmons	75.00%	75.00% World Wide
17846	Time After Time	Cyndi Lauper	Lauper/Hyman	50.00%	50.00% World Wide
549175	Together	Avril Lavigne	Kreviazuk/Lavigne	50.00%	50.00% World Wide
500260	Tom Jones International	Tom Jones	Jean, Jones, Duplessis	37.50%	37.50% World Wide
60680	Tomorrow	Silverchair	Johns / Gilles	100.00%	100.00% Worldwide
84050	Tomorrow Never Knows	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
76102	Tonite	Snoop Dogg	Durham/Blake	30.00%	30.00% World Wide
117068	Tougher Than Nails	Joe Diffie	Marvel/O'Donnell/Barnes	33.34%	33.34% World Wide
101408	Tour De France	Kraftwerk	Hutter/Shull/Bartos	83.34%	83.34% US
131850	Toxicity	System of a Down	Malakian, Tankian, Odadjian, Dolmayan	100.00%	100.00% World Wide
101422	Tragedy	Marc Anthony	Rooney/Thomas	50.00%	50.00% World wide
80439	Trans Europe Express		Schult/Heutter	100.00%	100.00% World wide
131260	Transformers Theme	n/a	Kinder/Bryant	100.00%	100.00% World Wide
555653	Tribute To A Woman	Ginuwine	Oliver / Lumpkin	50.00%	50.00% Worldwide
5414	Triple Trouble	Beastie Boys	Diamond, Michael Louis; Edwards, Bernard; Horowitz, Adam; Rodgers, Nile Gregory; Yauch, Adam Nathaniel	25.00%	25.00% Worldwide
37838	Trouble	Elvis Presley; Travis Tritt	Chesnut	100.00%	100.00% World Wide
526491	True Colors	Cyndi Lauper	Steinberg / Kelly	100.00%	100.00% Worldwide
332852	Try	Nelly Furtado	West/Furtado	40.00%	40.00% World Wide
213089	Trying to Find Atlantis	Jamie O'Neal	Waters/Turner	100.00%	100.00% World Wide
593898	Tu	Shakira	Mebarak/O'brien	50.00%	50.00% World Wide
158474	Tu Amor Me Hace Bien	Marc Anthony	Estefano	100.00%	100.00% World Wide
330077	Tu Carcel	Enanitos Verdes	Solis	100.00%	100.00% World Wide
429051	Tu Y Yo	Thalia	Salgado/Reyes	100.00%	100.00% World Wide
	Turn It Up	Josh Gracin	James/McHugh	50.00%	50.00% World Wide

SCHEDULE A

Song	Title	Artist	Writer	US % Collected	US % Territory(WW-World Wide) Licensed
81952	Tutti-Frutti	Little Richard	Penniman	100% Sony/ATV Songs	100.00% World Wide
35283	Twilight Zone	Golden Earring	Kooymans	100.00%	100.00% World Wide
84129	Two Of Us	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00% World Wide
133945	Two Wrongs	Wyclef	Jean/Duplessis	75.00%	75.00% World Wide
634958	U Already Know	112	Garrett/Edwards/Twelve/Ivers/Parker	50.00%	50.00% World Wide
506457	U Wanna Be Me	Nas	Jones / Thompson	20.00%	20.00% WW
319011	Underneath Your Clothes	Shakira	Mebarak/Mendez	7500.00%	75.00% World
593820	Unreachable	Ashley Simpson	Simpson, Mann, Fox, Nevil, Fraxler	20.00%	20.00% World Wide
	Up, Up And Away	5th Dimension	Webb	Sony/Lastrada 46.25%	46.25% World Wide
53027	Upside Down	X3	Edwards / Rodgers	50% Sony/ATV Songs LLC	50.00% Worldwide
593994	Valio la Pena	Marc Anthony	Estefano/Anthony	100.00%	100.00% World Wide
117146	Video	India Arie	Broady/Hargis/Sanders/Simpson	60.00%	60.00% World Wide
	Vindicated	Dashboard Confessional	Christopher Carraba	16.67%	16.67% World Wide
134128	Viviendo	Marc Anthony	Anthony/Osorio/Villamizar	15.00%	15.00% World Wide
593987	Volando Entre Tus Brazos	Marc Anthony	Estefano/Reyes	100.00%	100.00% World Wide
	Walk Away	Kelly Clarkson	Kreviazuk/Maida/Dioguardi/Clarkson	30.00%	30.00% World Wide
111068	Walk Like A Man	Tim McGraw	Douglas	100.00%	100.00% World wide
597019	Walk Tall	John Mellencamp	Mellencamp	100.00%	100.00% World wide
47424	Water Runs Dry	Boyz II Men	Edmonds	100.00%	100.00%
134138	Way Of Life	Lil Wayne	Cuades/Williams/Fresh/Carter	12.50%	12.50% World Wide
53829	We Are Family	Sister Sledge	Rodgers/Edwards	50% Sony/ATV Songs LLC	50.00% World Wide
603437	We Are Nowhere And It's Now	Bright Eyes	Oberst	100.00%	100.00% World Wide
227734	We Be Clubbin'	Ice Cube	Cousin/Jackson	50%	50.00% World Wide
619755	We Belong Together	Mariah Carey	Seal / Johnson / Bristol / Edmonds / Carey / Dupri /	13%	12.81% World Wide
84052	We Can Work It Out	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00% World Wide
545116	We Carry On	Tim McGraw	Douglas, Slater	50.00%	50.00% World Wide
93883	We Don't Talk Anymore	Cliff Richard	A Tarney	100.00%	100.00% World Wide
117684	Weapon of Choice	Fatboy Slim	Slater / Cook / Collins	33.33%	33.33% Worldwide
8911	Welcome To My World	Jim Reaves; Eddy Arnold	Winkler/Hathcock	50.00%	50.00% World Wide
36326	We'll Burn That Bridge	Brooks & Dunn	Cook/Dunn	100.00%	100.00% World Wide
69589	We're Not Making Love No More	Dru Hill	Edmonds	87.50%	87.50% World Wide
298058	West End Girls	Pet Shop Boys	Tennant/Lowe	100.00%	100.00% World Wide
251170	What About Love?	Heart	Allen/Alton/Vallance	66.00%	66.00% World Wide
274085	What Do I Have To Do	Kylie Minogue	Stock/Aiken/Waterman	33.34%	33.34% World Wide
298083	What Have I Done To Deserve This	Pet Shop Boys	LOWE CHRISTOPHER SEAN, TENNANT NEIL FRANCIS, WILLIS ALTA SHERRAL	66.67%	66.67% World Wide
124716	What If	Babyface	Edmonds	100.00%	100.00% World Wide
127058	What If She's An Angel	Tommy Shane Steiner	Wayne B.	100.00%	100.00% Worldwide
507909	What Is Love	Vivian Green	Green/Osuntade/Sample/Robertson	33.33%	33.33% World Wide
599679	What Is It	EA Ski featuring Frontline	Shon Adams/Davood Asgari/Ameer Loggins/Mark Ogleton	75.00%	75.00% World wide
137755	What It Ain't	Josh Turner	Mensy/Criswell	100.00%	100.00% World Wide
593838	What I've Become	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100.00%	100.00% WW
131969	What The World Needs	Wynonna	James/Lamar	50.00%	50.00% World Wide
133936	What Was I Thinkin'	Dierks Bently	Bently/Beavers/Rultan	100.00%	100.00% World Wide
525827	Whatever Happened To the Heros	Joss Stone	Billy Mann/ A. Moore/ Chris Rojas	35.00%	35.00% World Wide
449039	Wheel Of Fortune Theme	n/a	Griffin	100.00%	100.00% World Wide
517675	Wheels	Josh Gracin	Wilhelm/James	100.00%	100.00% World Wide
43743	When Can I See You Again	Babyface	Edmonds	100.00%	100.00% World Wide
543497	When I Think About Cheatin'	Gretchen Wilson	Wilson/McGhee/Rich	33.34%	33.34% World Wide
84056	When I'm 64	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
131816	When The Sun Goes Down	Kenny Chesney	James	100.00%	100.00% World Wide
111528	When You Say You Love Me	Josh Groban	Scofield/Hammond	50.00%	50.00% World Wide
319375	Whenever, Wherever	Shakira	Mebarak/Mitchell/Estefan	75.00%	75.00% World Wide
	Where Is Your Heart	Kelly Clarkson	Kreviazuk/Clarkson/Dioguardi	50.00%	50.00% World Wide
108767	Where You Are	Jessica Simpson	Watters/Biancaniello/ Stamatopoulou/Lachey	90.00%	90.00% World wide
104689	While You Loved Me	Rascal Flatts	Kim Williams / Dale Dodson / Danny Wells	66.66%	66.66% Worldwide
25424	Whip Appeal	Babyface	Edmonds/Reid	83.14%	83.14% World Wide
524190	Whiskey Girl	Toby Keith	Emenck/Keith	50.00%	50.00% World Wide
117436	Whiskey Lullabye	Brad Paisley and friends	Anderson/Randall	50.00%	50.00% World Wide
46861	Whiskey Under The Bridge	Brooks & Dunn	Brooks/Dunn/Cook	100.00%	100.00% World Wide
549178	Who Knows	Avril Lavigne	Kreviazuk/Lavigne	50.00%	50.00% World Wide
517463	Why Can't I?	Liz Phair	Phair/Edwards/Spock/Christy	25.00%	25.00% World Wide
103063	Why Does It Always Rain On Me	Travis	F. Healy	100.00%	100.00% World Wide
84057	Why Don't We Do It In The Road	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
127600	Why Georgia	John Mayer	John Mayer	100.00%	100.00% World wide
537685	Why?	Ricky Fanta	Deutsch/Fanta/Harris/Katz	35.00%	35.00% Worldwide
113576	Wild	Poe	Danielewski Annie	58.00%	100.00% World Wide
79580	Wink	Neal McCoy	Dipiero / Shapiro	50.00%	50.00% WW
94364	Wired For Sound	Cliff Richard	Tarney/Robertson	50.00%	50.00% World Wide
	Writing to Reach You	Travis	Healy	100.00%	100.00% World Wide
509389	Witch Doctor	Alvin & The Chipmunks		33.33%	33.33% US & Canada
84059	With A Little Help From My Friends	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
300604	With Me	Lonestar	James/Verges	50.00%	50.00% World Wide
516060	With You	Jessica Simpson	Mann/Marvel/Simpson	38.00%	38.00% World Wide
84762	Within You, Without You	Beatles	Harrison	100.00%	100.00% Worldwide
112996	Wonderwall	Oasis	Gallagher	100.00%	100.00% World Wide
552316	Won't Be Lonely Long	Leann Rimes	Peirce/Pinson	50.00%	50.00% World Wide
84060	Word	Beatles	Lennon / Mccartney	66.67% Sony, 33.33% EMI	100.00% World Wide

SCHEDULE A

Song #	Title	Artist	Writer/s	US % Collected	US % Licensed	Territory (WW World Wide)
526783	World on Fire	Sarah McLachlan	McLachlan/Marchland	25%	25.00%	Worldwide
204743	Wrong Side Of Da Tracks	Artifacts	Anadon/Brown/Ray/Williams	50.00%	50.00%	World Wide
447370	Xtacey Jones	Dru Hill	Quaites/Pearson/Ruffin/Woodard/Weatherspoon	30.00%	30.00%	World Wide
443068	XXL	Keith Anderson	DiPiero, Anderson	50.00%	50.00%	World Wide
540198	Y Que Va A Ser De Mi	Victoria	Roberto Livi, Rudy Perez	50.00%	50.00%	World Wide
507594	Y Todo Qeda en Nada	Ricky Martin	Estefano/Reyes	100.00%	100.00%	Universe
271836	Y Yo Sigo Aqui	Paulina Rubio	Salgado	100.00%	100.00%	World Wide
6997	YAKETY SAX (THE BENNY HILL SHOW)	BOOTS RANDOLPH	Randolph, Rich	100.00%	100%	Worldwide excluding UK, Ireland, France, Germany, Austrailasia, Netherlands, Belgium, S. Africa, Brazil
84062	Yellow Submarine	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
84065	Yesterday	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
28742	You	Tan Sharp	Hermes, Niels/Groen, Tom	100.00%	100.00%	World Wide
39637	You Ain't Seen Noghin' Yet	BTO	Randy Bachman	100.00%	100.00%	World Wide
138124	You Are Everything	Dru Hill	Cousin/Andrews	50.00%	50.00%	World Wide
447766	You Can't Get What You Want	Joe Jackson	Joe Jackson	100.00%	100.00%	World Wide
138355	You Can't Take The Honky Tonk Out Of The Girl	Brooks & Dunn	Dipiero/Allmand	50.00%	50.00%	World Wide
450406	You Got It	Roy Orbison	Petty/Lynn/Orbison	25.00%	25.00%	World Wide
168450	You Gots to Chill	EPMD	Sermon Erick S; Smith Parrish Joseff; Troutman Roger	31.25%	31.25%	World Wide
329474	You Know That I Love You	Donnell Jones	Hawkins/Smith/Absolam	33.34%	33.34%	World Wide
84130	You Never Give Me Your Money	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00%	World Wide
220899	You Really Got Me	The Kinks	Ray Davies	100.00%	100.00%	US, Canada, & Mexico
99866	You Sang To Me	Marc Anthony	Cory Rooney, Marc Anthony	100.00%	100%	Worldwide
507306	You Thought Wrong	Kelly Clarkson	Clarkson/Edmonds/Mason/Thomas/Tamyra	20.00%	20%	World Wide
157143	You Used To Love Me	Faith Evans	Combs/Evans/Thompson	40.00%	40%	Worldwide
195195	You Won't Ever Be Lonely	Andy Griggs	Griggs, Jones	50.00%	50%	Worldwide
127603	Your Body Is A Wonderland	John Mayer	Meyer	100.00%	100%	World wide
450541	Your Cheatin Heart	Hank Williams	Hank Williams	100.00%	100.00%	World Wide
84069	Your Mother Should Know	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
548033	Your Pops Don't Like Me	Nick Cannon	Troutman, Smith, Simon, Jackson, Cannon, Barrett, Telusma, Battiste, Campbell, Hutchinson	48.12%	48.12%	World Wide

SCHEDULE B
APPROVED SUBLICENSEES

REDACTED

EXHIBIT CO 0533

Document Category

Licenses

Song Code(s):

US Song Code(s)

Song Title(s): N/A

Composer(s): N/A

License Type (circle one): Mech., Synch, Print, Dual Disc - Other: RINGTONE

Recording Artist: N/A

Product Title: N/A

Licensee: REDACTED

Product Number: N/A

Description: Blanket Ringtone License Agreement w/ Schedule A

October 19, 2005 Agreement

BLANKET RINGTONE LICENSE AGREEMENT

This ringtone license agreement (the "Agreement") is made and entered into as of October 19th 2005, by and between SONY/ATV DISCOS MUSIC PUBLISHING LLC and SONY/ATV LATIN MUSIC PUBLISHING LLC, each a limited liability company, 1688 Meridian Ave., Suite 502, Miami Beach, Florida 33139 (collectively hereinafter referred to as "Publisher" or "Sony"), on the one hand, and REDACTED (hereinafter, "Company"), on the other.

WHEREAS, Publisher owns, controls and/or administers the rights in and to certain Compositions (as defined below) (the "Sony Catalog"); and

WHEREAS, Company desires to select certain Compositions from the Sony Catalog and incorporate them into Ringtones (as defined below), and Publisher desires to grant Company a license to so use the Compositions, subject to the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

1. GRANT OF RIGHTS/RESTRICTIONS/PROCEDURES

(a) Publisher hereby grants to Company a non-exclusive right and license throughout the Territory to do the following with respect to the Compositions in the Sony Catalog: (i) to adapt and record, at Company's sole expense, up to thirty (30) seconds of each Composition in the Sony Catalog and to create one (1) or more Ringtones embodying each such Composition, provided, however, that no such adaptation shall change the basic melody or fundamental character of any such Composition; (ii) to Sell and otherwise distribute Ringtones solely as permitted hereunder; (iii) to copy, reproduce, store and transmit Ringtones solely to the extent necessary to exploit the Ringtones as specifically set forth herein; (iv) to synchronize the Compositions in timed relation with still, animated, or moving visual images; (v) to grant a perpetual license to each End User who lawfully receives Ringtones from a Service to use and exploit such Ringtones as permitted by the terms and conditions under which an End User is permitted to use the Ringtones concerned; and (vi) to use the titles of the Compositions embodied in Ringtones and the names of the writer(s)/composer(s) of such Compositions solely as factual identifiers when making Ringtones available to End Users on a Service.

(b) Notwithstanding anything to the contrary set forth herein, the rights granted hereunder do not include the right to use the music or the lyrics of any Composition in connection with any advertisement or commercial or in any printed form. In addition, neither the music nor the lyrics of the Compositions shall be used or positioned in a manner that could be construed as an endorsement of, advertising or promotion for any product or service, including, without limitation, any product or service of Company, without Publisher's prior written consent.

(c) All rights not specifically granted herein are reserved by Publisher. For the avoidance of doubt, the rights granted hereunder do not include the right to publicly perform Ringtones by any means or for any purpose, including, without limitation, preview or demonstration purposes. Company is solely responsible for, and shall pay all costs associated with, obtaining such performing rights licenses directly from the applicable performing rights society, including, without limitation, ASCAP, BMI, SESAC or any other applicable third party.

(d) Attached hereto as Exhibit A is a list of Compositions from the Sony Catalog that Company desires to use in Ringtones as of the Effective Date. If at any time during the Term Company wishes to amend Schedule A to include additional Compositions, Company shall provide Publisher with written notice of its desire to amend Schedule A and include the titles of the additional Compositions. Company shall not use any such Compositions until Company receives written notice from Publisher confirming that such additional Compositions may be used and setting forth the relative ownership and/or income interests of the copyright proprietors of each Composition concerned. All requests by Company to amend Schedule A shall be sent in writing to Todd Ellis, Copyright Manager, Sony/ATV Music Publishing LLC, 8 Music Square West, Nashville, TN 37203.

2. COMPANY OBLIGATIONS

(a) Company agrees to comply with any and all restrictions communicated to Company by Publisher relating to a specific Composition relative to Territory, name and likeness, use restrictions and any other restrictions to which Publisher may be subject.

(b) Publisher may request in writing that Company cease exploiting any Composition hereunder, for any reason or no reason at all. For the avoidance of doubt, it is understood that all third party licensees shall be treated equally with respect to the foregoing provision. Company shall terminate its use and exploitation of the specified Compositions within ten (10) days after receiving notice of such request from Publisher.

(c) At all times during the Term, the Ringtones shall be stored, hosted, secured, served and delivered in accordance with Company's security practices, which shall at a minimum provide a reasonable level of security for all Ringtones hereunder. If during the Term more advanced security technology becomes readily available in the marketplace and is generally adopted as an acceptable standard, Company shall store, host, secure, serve and deliver the Ringtones pursuant to such more advanced technology. If a breach of security occurs, or if Publisher reasonably believes that a breach in security will occur in connection with the servers or network components used for the Ringtones, such that unauthorized access to the Ringtones is or may become available, then Company will immediately, but in no event later than within twenty-four (24) hours after notice from Publisher, prevent access to the Ringtones, and Company's license rights hereunder will be suspended until such time as the security breach is cured to Publisher's satisfaction. Company shall immediately report to and notify Sony in writing of all server breaches and all forms of "hacking" that expose the Ringtones to unauthorized access.

(d) Company shall, at Publisher's request, enable five (5) designees of Publisher to freely and without charge or expense to Publisher receive Ringtones as an End User of the Service for the purpose of evaluating the quality of the Ringtones concerned and ensuring Company's adherence to the terms and conditions of this Agreement. Publisher shall provide the names of its designee(s) to Company in writing promptly after Publisher makes such request.

3. TERM

The Term of this Agreement shall commence on the Effective Date and end on the date that is twelve (12) months thereafter, unless earlier terminated by either party hereto as hereinafter set forth.

4. ADVANCE

In consideration of the license granted to Company herein, Company shall pay to Publisher, as an advance against the fees payable to Publisher pursuant to paragraph 5 below, the non-returnable sum of REDACTED upon Company's execution of this Agreement.

5. RINGTONE LICENSE FEES

As full and sufficient consideration of the rights granted herein, Company shall pay Publisher the following:

(a) Ringtone License Fees.

(i) For each Sale of a Ringtone embodying a Composition hereunder, a license fee equal to the greater of: (i) REDACTED of Company Revenue from such Sale; or (ii) REDACTED, (the "Standard License Fee"), provided that with respect to any Ringtone containing any Composition that is not wholly owned and/or controlled by Publisher in and throughout the Territory, the payment specified in this section 5(a)(i) shall be pro-rated in proportion to Publisher's ownership or administrative share of such musical composition as set forth on Schedule A attached hereto. For the avoidance of doubt, if more than one Ringtone is created using the same Composition, Company shall pay an Standard License Fee in respect of each such Ringtone; and

(ii) Notwithstanding anything to the contrary in section 5(a)(i) above, for each Sale of a Ringtone delivered within the country of Brazil, Company shall pay Publisher the greater of: (i) the applicable Ringtone License Fee set forth in section 5(a)(i) above; or (ii) REDACTED (the "Brazil License Fee"; together with the Standard License Fee, the "Ringtone License Fee"). For the avoidance of doubt, if more than one Ringtone is created using the same Composition, Company shall pay a Brazil License Fee in respect of each such Ringtone.

(b) Fixation Fees.

(i) In respect of each Composition set forth on Schedule A attached hereto, a non-refundable, non-recoupable fixation and administration fee in the amount of REDACTED (the "Standard Fixation Fee") in respect of the initial fixation of each such Composition, payable promptly after Company's execution hereof. In the event Schedule A is amended to include additional Compositions, the Standard Fixation Fee in respect of each such additional Composition shall be payable in connection with the accounting statement rendered to Publisher pursuant to paragraph 6 hereof immediately following the addition of the Compositions concerned. For the avoidance of doubt, if more than one Ringtone is created using the same Composition, Company shall pay an Standard Fixation Fee in respect of each such Ringtone.

(ii) In respect of each Composition set forth on Schedule A attached hereto, a non-refundable, non-recoupable fixation and administration fee equal to REDACTED of (the "Brazil Fixation Fee"; together with the Brazil Fixation Fee, the "Fixation Fee") in respect of the initial fixation of each such Composition, payable promptly after Company's execution hereof. In the event Schedule A is amended to include additional Compositions, the Brazil Fixation Fee in respect of each such additional Composition shall be payable in connection with the accounting statement rendered to Publisher pursuant to paragraph 6 hereof immediately following the addition of the Compositions concerned. For the avoidance of doubt, if more than one Ringtone is created using the same Composition, Company shall pay a Brazil Fixation Fee in respect of each such Ringtone.

(e) If at any time during the Term hereof Company pays any license fee, royalty, advance, and/or other monies, or offers any other financial terms or economic benefits (collectively, the "Remuneration"), for the same or equivalent rights as granted herein to any other publisher, administrator, licensor or owner of musical compositions, or to any agent of the same (including any music industry rights society) that is greater or more beneficial than the terms set forth herein, such more favorable Remuneration shall automatically be included herein and Company shall pay and/or provide such more favorable Remuneration to Publisher retroactively to the date on which such more favorable Remuneration is granted to such other publisher, administrator or owner.

6. PAYMENTS AND ACCOUNTINGS

(a) Company shall compute and pay an amount equal to the applicable Ringtone License Fees, Fixation Fees and any other payments accrued hereunder no less than forty-five (45) days after the end of each calendar quarter of the Term, in respect of each such calendar quarterly period. In connection with each calendar quarterly accounting period, Company shall also send an accounting statement (the "Ringtone License and Fixation Fee Report") covering the calculation and determination of the Ringtone License Fees and the Fixation Fees, including the following: (i) the title of the Composition embodied in each Ringtone Sold or otherwise distributed; (ii) the writer(s)/composer(s) of the Composition concerned; (iii) the distribution type (e.g., ringtone, ringback, mobile karaoke, etc.); (iv) the ISRC number of the distribution type concerned; (v) the number of Sales, transmissions, downloads, streams, performances or other deliveries of each Composition concerned made by Company; (vi) the retail price charged by Company in connection with the Ringtone concerned; (vii) the Net Monetary Revenue received by Company in connection with the Ringtone concerned; (viii) the period during which the Sale, transmission, download, stream, performance or other delivery of the Ringtone concerned occurred; (ix) the Ringtone License Fee and the Fixation Fee payable in respect of each Composition, and a clear demonstration of the calculations used to determine each Ringtone License Fee and Fixation Fee; (x) all other information reasonably necessary to support all calculations of the amounts paid and which may be due; and (xi) the amount of all such fees and payments which are due for the quarterly period concerned. The information set forth in the preceding sentence shall be separately reflected for Company for each region of the Territory.

(b) All payments to Publisher shall be computed in the relevant local currency and remitted in United States dollars. Each conversion from another currency for the purpose of computing such payments shall be calculated at the rate of exchange, as published by *The Wall Street Journal*, for major territory currencies, in effect on the date the statement concerned is rendered.

(c) Company shall pay interest at the rate of one percent (1.0%) per month, or the maximum rate permitted by law, whichever is less, from the date past due, on any Ringtone License Fees or Fixation Fees not paid within forty-five (45) days following the quarterly accounting period as provided herein, without prejudice to any other rights Sony may have in connection with such delinquency.

(d) Company shall maintain accurate and complete records and accounting books with regard to the licensing and exploitation of the Compositions embodied in the Ringtones, including, without limitation, all information needed to compute and verify the amounts payable to Publisher hereunder. During the Term, but not later than the date that is five (5) years following the termination or expiration of the Term, upon reasonable advance written notice, and at Sony's sole cost and expense (subject to the last sentence of this subparagraph 6(e)), Publisher will have the right to examine, or appoint a third party auditor to examine, those books and records at any time during Company's normal business hours at the place where such books and records are normally maintained; provided, however, that Sony shall be permitted to make such examination only one (1) time during any five (5) year period in connection with a particular Ringtone License Fee Report or Fixation Fee Report, as the case may be. Company will reasonably cooperate with Publisher's representatives to insure compliance with the foregoing. In the event an examination of Company's books and records reveals a deficiency in payments paid to Publisher of five percent (5%) or more of the total amount accounted to Publisher during the period of the audit, Company shall pay all reasonable out-of-pocket expenses related to the performance of such examination, including, without limitation, travel expenses, hotel expenses and per diems, together with the underpayment and interest as provided herein.

(e) For a period of five (5) years following the last day of the Term, Company shall retain all transaction data reasonably necessary for Publisher and Company to determine and verify all amounts due or payable hereunder and for accounting purposes.

6A. TAXES

Company shall have the sole responsibility for collection and remittance to the appropriate taxing authorities taxes that may be imposed on sales of Ringtones by Company to End Users. Taxes include sales, use, excise, gross receipts or other similar taxes. Each party hereto shall be responsible for taxes based on its own net income.

7. EXPERIMENTAL AGREEMENT

This Agreement is being entered into on an experimental and non-prejudicial basis, shall apply for the Term hereof only, and shall not be binding upon or prejudicial to any position taken by Publisher or Company for any period subsequent to the Term of this Agreement, including but not limited to the negotiation of the renewal or extension of this Agreement.

8. OWNERSHIP AND ARRANGEMENT OF COPIES

(a) Any arrangement(s) or adaptations of a Composition which Company shall cause to be made in the creation of a Ringtone shall be made at Company's sole expense and shall be created only as the result of employment-for-hire, and such arrangement or adaptation shall be a "Work Made For Hire" for Company as such term is used in the United States copyright law. Promptly after the rights granted to Company hereunder expire or terminate, Company shall be deemed to have assigned to Publisher the copyright throughout the universe to each arrangement or adaptation of such Ringtones and all renewals and extensions of copyright therein, and Company shall execute all documents reasonably necessary to evidence the assignment thereof. The arranger shall not be entitled to authorship credit or status as a collaborator or any remuneration by way of royalty or otherwise from the authors of such Composition or from Publisher or from any agent of Publisher.

(b) Notwithstanding the foregoing, Publisher hereby agrees never to use itself or license the use of the arrangements acquired pursuant to subparagraph 8(a) above to any third party, whether inside or outside the Territory or during or after the Term.

9. WARRANTIES, REPRESENTATIONS AND INDEMNITIES

(a) Publisher represents, warrants and agrees (solely with respect to its respective fractional interest in the Compositions as set forth on Schedule A attached hereto) that (i) it has the full right, power and authority to enter into this Agreement and to grant to Company all the rights hereunder on the terms and conditions set forth herein and it will not take any action which conflicts or is inconsistent with such ability, right and authority; and (ii) the use of the Compositions as contemplated hereunder shall not violate any intellectual property right of any third party and there are no actions, suits, proceedings, agreements or other impediments, actual or threatened, which would prevent or impair Publisher from performing its duties and obligations hereunder.

(b) Company warrants, represents and agrees that (i) Company has the right and power to enter into and fully perform this Agreement and Company is and shall continuously be a corporation in good standing in the jurisdiction of its incorporation; (ii) Company's principal place of business is located within the United States of America; (iii) Company shall track and maintain records of the countries in which each Ringtone is downloaded, transmitted, delivered or otherwise distributed; (iv) upon written instruction from Publisher, Company shall not license or distribute any Ringtone or Composition to any third party that is engaged in piracy, illegal activities or other unauthorized uses of the Composition, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor; (v) Company has or will promptly obtain from the applicable public performance licensing society or organization a license to publicly perform the Ringtones throughout the Territory; (vi) Company will not, and shall not authorize any person or entity to change the basic melody or fundamental character of any Composition; (vii) Company will not cause, through its actions and/or omissions, any and all so-called "viruses," "worms" and/or "destructive codes" (as those terms are commonly understood in the United States computer industry) to be embodied in any Ringtones; (viii) Ringtones shall be made available by Company exclusively to authorized End Users; (ix) Ringtones will not be offered in a manner that could be construed by a reasonable person as an endorsement or sponsorship of any product, service, person or entity, as a so-called "commercial tie-up" or "commercial tie-in" or any similar use, directly or indirectly, in whole or in part; and (x) Company will not synchronize any Ringtone hereunder with any visual image which contains material that Sony deems patently offensive or which, in the reasonable judgment

of its attorneys, might subject Sony to unfavorable regulatory action, violate any law, infringe the rights of any person or entity, or subject Sony to liability for any reason.

You warrant and represent that you shall cause all Approved Sublicensees and other persons or entities providing services in connection with the Ringtones embodying Compositions hereunder to abide by the terms and conditions of this Agreement, and any breaches by such persons or entities shall be deemed breaches by Company, including, without limitation, for purposes of indemnification under section 10(d)(1).

(c) (1) Publisher shall indemnify and hold harmless Company from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorney's fees and costs) arising out of or incurred as a direct result of any breach by Publisher of any warranty, representation, agreement or undertaking made by Publisher in this Agreement (individually and collectively, "Publisher Claims");

(2) In the event of any Publisher Claim: (i) Company shall notify Publisher of the Publisher Claim concerned promptly following the date that Company becomes aware of it; (ii) Publisher shall defend against the Publisher Claim concerned (at Publisher's own expense) through legal counsel selected by Publisher; and (iii) each party shall reasonably cooperate with the other in the defense of the Publisher Claim concerned. Publisher may not settle a Publisher Claim without Company's prior written consent, which consent shall not be unreasonably withheld or delayed. Publisher shall be solely responsible for the amount of any settlement or judgment for such Publisher Claim and all legal expenses and counsel fees incurred by Publisher in connection therewith. Company shall have the right at all times to actively participate in the defense of any Publisher Claim and to employ legal counsel selected by Company at Company's own expense, it being understood that Publisher shall have the right at all times, in Publisher's sole discretion, to maintain control of the conduct of the defense.

(d) (1) Company shall indemnify and hold harmless Publisher and Publisher's affiliates from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorney's fees and costs) arising out of or incurred as a direct result of (i) any breach by Company of any warranty, representation, agreement or understanding made by Company in this Agreement; and (ii) any claims that result from any use of the Compositions by Company that are not expressly authorized by this Agreement; and (iii) any claims brought by any foreign collection society in the Territory, including, without limitation, any society empowered to collect mechanical royalties and/or public performance royalties (individually and collectively, "Company Claims").

(2) In the event of any Company Claim: (i) Publisher shall notify Company of the Company Claim concerned promptly following the date that Publisher becomes aware of it; (ii) Company shall defend against the Company Claim concerned (at Company's own expense) through legal counsel selected by Company; and (iii) each party shall reasonably cooperate with the other in the defense of the Company Claim concerned. Company may not settle a Company Claim without Publisher's prior written consent, which consent shall not be unreasonably withheld or delayed. Company shall be solely responsible for the amount of any settlement or judgment for such Company Claim and all legal expenses and counsel fees incurred by Company in connection therewith. Publisher shall have the right at all times to actively participate in the defense of any Company Claim and to employ legal counsel selected by Publisher at Publisher's own expense, it being understood that Company shall have the right at all times, in Company's sole discretion, to maintain control of the conduct of the defense.

10. TERMINATION

(a) If either party hereto fails to comply with any of the material terms or conditions of this Agreement (the "Defaulting Party"), the other party hereto (the "Non-Defaulting Party") may (without prejudice to any other rights the Non-Defaulting Party may have) terminate this Agreement by giving the Defaulting Party thirty (30) days' prior written notice to cure its breach or default. If the Defaulting Party does not cure its breach or default within such thirty (30) day period, the Non-Defaulting Party may forthwith terminate this Agreement upon written notice to the Defaulting Party. Any notice of termination shall be effective as of the date of such notice, but in no event sooner than three (3) business days after the Defaulting Party's receipt of such notice. Notwithstanding anything to the contrary, this Agreement will terminate automatically, without notice (if permitted under applicable law), if any of the following occurs:

(i) Company is dissolved or its assets are liquidated, or if Company becomes insolvent; or

(ii) A bankruptcy proceeding for a reorganization or for other relief from the claims of creditors, or any similar proceeding takes place with respect to Company or its assets.

(iii) Company ceases doing business in the ordinary course and/or there is a substantial diminution in the ability of Company to effectively carry on its business in general or any aspect thereof or the business of a Service in particular.

(iv) Company breaches any of Company's material representations, warranties, covenants or obligations hereunder, or Company fails to fulfill its material obligations hereunder; provided, however, that such breach is not cured within twenty (20) days from Company's receipt of Sony's notice of such breach.

(v) Company fails to timely make payments required hereunder or render any information or documents required to be furnished or otherwise made available to Publisher as and when required hereunder; provided, however, that with respect to any such breach Company shall have a period of five (5) days from its receipt of Publisher's notice of such breach in which to cure said breach.

(vi) Company uses a Composition in a Ringtone without first notifying Publisher in writing of the title of the Composition concerned and receiving approval for the use of such Compositions from Publisher.

(b) The expiration or termination of this Agreement shall not relieve either party hereto of responsibility for obligations incurred prior to termination.

(c) Upon the expiration or termination of this Agreement, all rights of Company, in and to the Compositions shall terminate except as otherwise provided herein, Company shall remove, return or destroy all Ringtones embodying the Compositions hereunder, and Company shall pay all monies then due or to become due to Sony pursuant to paragraph 5 hereof.

(d) Anything to the contrary herein notwithstanding, the rights of End Users in respect of Ringtones lawfully obtained under section 1(a) (v) hereof shall survive any expiration or termination of this Agreement.

(e) The terms, provisions, representations, and warranties contained in this Agreement which are intended to survive the expiration or termination of this Agreement will so survive and continue in full force and effect until they are satisfied in full or by their nature expire.

11. DEFINITIONS

(a) Intentionally Omitted Without Implication.

(b) "Approved Sublicensee(s)" shall mean those entities approved by Publisher as set forth on Schedule B attached hereto. Additional third parties may be added to Schedule B, subject to Sony's prior written approval. If no Schedule B is attached hereto, Company shall be deemed to have no Approved Sublicensees and Company shall have no right to grant the rights granted herein to any third party. For the avoidance of doubt, Approved Sublicensees shall not have the right to license the rights granted to them by you hereunder.

(c) "Compositions" means those musical works, solely to the extent that they are owned and/or controlled by Publisher in and throughout the Territory, which Publisher has approved for use by Company in the creation of Ringtone(s) as set forth on Schedule A, attached to and made a part hereof, as such Schedule A may be amended in writing from time to time as hereinafter provided.

(d) "End User" means any person within the Territory who receives a Ringtone or to whom a Ringtone is distributed and/or transmitted for the purpose of being written or otherwise stored in the memory of such End User's selected Wireless Device.

(e) "Company Revenue" means (a) the Net Monetary Revenue received by, or due and owing to, Company and each Approved Sublicensee from the Sale by Company and each Approved Sublicensee, as applicable, of a Ringtone via a Service, calculated by using the Sale price of the Ringtone concerned charged by Company and each Approved Sublicensee, as applicable, to an End User; and (b) the reasonable value of goods, services or credits received by Company and each Approved Sublicensee from any source in lieu of cash payments for the exploitation of Ringtones licensed hereunder. For the avoidance of doubt, if Company sublicenses any Ringtone to an Approved Sublicensee, it is the Sale price of the Ringtone to the End User charged by the Approved Sublicensee concerned, and not any lesser sublicensing fee paid by the Approved Sublicensee to Company, that shall be used as a basis to determine Company Revenue. "Net Monetary Revenue" means gross revenue, excluding value added, use, sales or other similar taxes to be collected for payment to the applicable taxing authority(ies), but excluding, for the avoidance of doubt, rebates, in connection with such Sale.

(f) "Ringtone" means an audible electronic code, whether or not such code embodies a sound recording, embodying a performance of a pre-determined synthesized melodic fragment of a Composition, whether monophonic, polyphonic, midi, WAV, SMAF, AMR, MP3 or other formats created for the purpose of causing a Wireless Device to play such fragment for use as an identifier or as an element of an identifier of an activity on such Wireless Device, such as the receipt of an incoming signal.

(i) "Animated Ringtone" shall mean a Ringtone that is synchronized in timed relation with an animated, still or moving visual image.

(ii) "Master Ringtone" shall mean a Ringtone consisting of a compressed audio file of an excerpt of a master recording of a Composition.

(iii) "Monophonic Ringtone" shall mean a Ringtone in the MIDI format consisting of a single melodic voice.

(iv) "Polyphonic Ringtone" shall mean a Ringtone in the MIDI format consisting of multiple melodic voices.

(g) "Sale", "Sell" or "Sold" means any action whereby an End User in the Territory obtains from Company or an Approved Sublicensee a complete or useable copy of a Ringtone that is capable of being written or otherwise stored in the memory of a Wireless Device. For the avoidance of doubt, a Sale shall include any action described in the preceding sentence which occurs during a promotion, contest, give-away or any other distribution of a Ringtone for no consideration or consideration other than the then-current full retail price. For the avoidance of doubt, Ringtones shall not be installed on or delivered to Wireless Devices prior to the purchase of such Wireless Devices by End Users (i.e., they shall not be embedded into Wireless Devices prior to the purchase of such Wireless Devices by End Users).

(h) "Service" means the provision of a Ringtone via a range of service channels, including, but not limited to, the Internet, cable, satellite, web, wireless application protocol (a/k/a WAP), wireless local area network (a/k/a WLAN), Bluetooth technology (infrared or other similar radio wave technology), wired connection from a local computer, short or smart messaging service (a/k/a SMS), subsequent corresponding technologies or any other form of distribution or transmission of Ringtones.

(i) "Term" means the period specified in Article 3 herein. JM

(j) "Territory" means NORTH, SOUTH, + CENTRAL AMERICA, EXCLUDING MEXICO.

(k) "Wireless Device" shall mean an electronic device typically designed to be used for, among other purposes, mobile voice and/or data communications, and includes, without limitation, wireless communication terminals, handsets, mobile phones, pagers, personal digital assistants and accessories which are capable of receiving a Ringtone.

12. ASSIGNMENT

Publisher may assign its rights under this Agreement in whole or in part to any subsidiary, affiliated or controlling corporation or company, to any Person owning or acquiring a substantial portion of the stock or assets of Publisher, or to any partnership or other venture in which Publisher participates, and such rights may be similarly assigned by any assignee. No such assignment shall relieve Publisher of any of Publisher's obligations hereunder. Company may assign its rights hereunder to any affiliate or any other person in connection with the sale or transfer of substantially all of its assets, provided, however, that Company shall not assign this agreement to a competitor of Publisher or to an entity engaged in the business of manufacturing, distributing and/or selling (i) blank or digital recording media for the purpose of facilitating the resale thereof, or (ii) products designed to circumvent copy protection mechanisms.

13. FORCE MAJEURE

If because of: an act of God; inevitable accident; fire; lockout, strike or other labor dispute; riot or civil commotion; act of public enemy; enactment, rule, order or act of any government or governmental instrumentality (whether federal, state, local or foreign); failure of technical facilities; failure or delay of transportation facilities; any or other cause of a similar or different nature not reasonably within Sony's or Company's control (a "Force Majeure Event"); Sony or Company, as the case may be, is materially hampered in the performance of its obligations hereunder, then, without limiting either party's rights, Sony or Company, as the case may be, shall have the option by giving a notice ("Suspension Notice") to the other party hereto suspending the Term for the duration of any such contingency solely in the region of the Territory affected by such Force Majeure Event. In the event the Force Majeure Event exceeds thirty (30) days, this Agreement may be terminated by written notice from either party hereto.

14. NOTICES

Except as specifically provided herein, all notices under this Agreement shall be in writing and shall be given by courier or other personal delivery or by registered or certified mail at the appropriate address below or at a substitute address designated by notice by the party concerned.

TO COMPANY: The address shown above.

TO PUBLISHER: 550 Madison Avenue
New York, New York 10022-3211
Attention: Senior Vice President, Business Affairs and Administration

and

Sony Corporation of America
Law Department
550 Madison Avenue
New York, New York 10022-3211
Attention: Senior Vice President and General Counsel

Notices shall be deemed given when mailed or, if personally delivered, when so delivered, except that a notice of change of address shall be effective only from the date of its receipt.

15. LIMITATION OF LIABILITY

EXCEPT FOR CLAIMS UNDER ARTICLE 9 ABOVE, NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR FOR INTERRUPTED COMMUNICATIONS, LOST DATA, LOST PROFITS, LOST REVENUE OR LOST OPPORTUNITIES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF THAT PARTY HAS BEEN ADVISED OF (OR KNOWS OR SHOULD KNOW OF) THE POSSIBILITY OF SUCH DAMAGES.

16. MISCELLANEOUS

(a) This agreement contains the entire understanding of the parties relating to its subject matter. No change of this agreement will be binding upon either party unless it is made

(g) This Agreement will not become effective until executed and delivered by Publisher and Company.

SONY/ATV MUSIC PUBLISHING LLC

By: _____

Name: Jorge Mejia

Title: New Business Director

Date: 11-23-05

REDACTED

REDACTED

EXHIBIT CO 0534

Document Category

Licenses

Song Code(s):

US Song Code(s)

Song Title(s): N/A

Composer(s): N/A

License Type (circle one): Mech., Synch, Print, Dual Disc - Other: RINGTONE

Recording Artist: N/A

Product Title: N/A

Licensee: REDACTED

Product Number: N/A

Description: Blanket Ringtone License Agreement w/ Schedule A

October 1, 2005 Agreement

BLANKET RINGTONE LICENSE AGREEMENT

This ringtone license agreement (the "Agreement") is made and entered into as of October 1, 2005 (the "Effective Date"), by and between SONY/ATV MUSIC PUBLISHING LLC, a Delaware limited liability company, 550 Madison Avenue, New York, New York 10022 (hereinafter "Publisher" or "Sony"), on the one hand, and REDACTED (hereinafter, "Company"), on the other.

WHEREAS, Publisher owns, controls and/or administers the rights in and to certain Compositions (as defined below) (the "Sony Catalog"); and

WHEREAS, Company desires to select certain Compositions from the Sony Catalog and incorporate them into Ringtones (as defined below), and Publisher desires to grant Company a license to so use the Compositions, subject to the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

1. GRANT OF RIGHTS/RESTRICTIONS/PROCEDURES

(a) Publisher hereby grants to Company a non-exclusive right and license throughout the Territory to do the following with respect to the Compositions in the Sony Catalog: (i) to adapt and record, at Company's sole expense, up to thirty (30) seconds of each Composition in the Sony Catalog and to create one (1) or more Ringtones embodying each such Composition, and to authorize Approved Sublicensees to do the same; provided, however, that no such adaptation shall change the basic melody or fundamental character of any such Composition; (ii) to Sell and otherwise distribute Ringtones solely as permitted hereunder, and to authorize Approved Sublicensees to do the same; (iii) to copy, reproduce, store and transmit Ringtones solely to the extent necessary to exploit the Ringtones as specifically set forth herein, and to authorize Approved Sublicensees to do the same; (iv) to grant a perpetual license to each End User who lawfully receives Ringtones from a Service to use and exploit such Ringtones as permitted by the terms and conditions under which an End User is permitted to use the Ringtones concerned, and to authorize Approved Sublicensees to do the same; and (v) to use the titles of the Compositions embodied in Ringtones and the names of the writer(s)/composer(s) of such Compositions solely as factual identifiers when making Ringtones available to End Users on a Service, and to authorize Approved Sublicensees to do the same.

(b) Notwithstanding anything to the contrary set forth herein, the rights granted hereunder do not include the right to use the music or the lyrics of any Composition in connection with any advertisement or commercial or in any printed form, or to synchronize the Compositions in timed relation with any still, animated, or moving visual image of any nature. In addition, neither the music nor the lyrics of the Compositions shall be used or positioned in a manner that could be construed as an endorsement of, advertising or promotion for any product or service, including, without limitation, any product or service of Company, any or any Approved Sublicensee, without Publisher's prior written consent.

(c) All rights not specifically granted herein are reserved by Publisher. For the avoidance of doubt, the rights granted hereunder do not include the right to publicly perform Ringtones by any means or for any purpose, including, without limitation, preview or demonstration purposes. Company is solely responsible for, and shall pay all costs associated

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with, obtaining such performing rights licenses directly from the applicable performing rights society, including, without limitation, ASCAP, BMI, SESAC or any other applicable third party.

(d) Attached hereto as Exhibit A is a list of Compositions from the Sony Catalog that Company desires to use in Ringtones as of the Effective Date. If at any time during the Term Company wishes to amend Schedule A to include additional Compositions, Company shall provide Publisher with written notice of its desire to amend Schedule A and include the titles of the additional Compositions. Company shall not use any such Compositions until Company receives written notice from Publisher confirming that such additional Compositions may be used and setting forth the relative ownership and/or income interests of the copyright proprietors of each Composition concerned. All requests by Company to amend Schedule A shall be sent in writing to Todd Ellis, Licensing Manager, Sony/ATV Music Publishing LLC, 8 Music Square West, Nashville, TN 37203. todd_ellis@sonymusic.com.

2. COMPANY OBLIGATIONS

(a) Company agrees to comply with any and all restrictions communicated to Company by Publisher relating to a specific Composition relative to Territory, name and likeness, use restrictions and any other restrictions to which Publisher may be subject.

(b) Publisher may request in writing that Company and each Approved Sublicensee cease exploiting any Composition hereunder, for any reason or no reason at all. For the avoidance of doubt, it is understood that all third party licensees shall be treated equally with respect to the foregoing provision. Company shall terminate its use and exploitation of the specified Compositions within ten (10) days after receiving notice of such request from Publisher.

(c) At all times during the Term, the Ringtones shall be stored, hosted, secured, served and delivered in accordance with Company's security practices, which shall at a minimum provide a reasonable level of security for all Ringtones hereunder. If during the Term more advanced security technology becomes readily available in the marketplace and is generally adopted as an acceptable standard, Company shall store, host, secure, serve and deliver the Ringtones pursuant to such more advanced technology. If a breach of security occurs, or if Publisher reasonably believes that a breach in security will occur in connection with the servers or network components used for the Ringtones, such that unauthorized access to the Ringtones is or may become available, then Company will immediately, but in no event later than within twenty-four (24) hours after notice from Publisher, prevent access to the Ringtones, and Company's license rights hereunder will be suspended until such time as the security breach is cured to Publisher's satisfaction. Company shall immediately report to and notify Sony in writing of all server breaches and all forms of "hacking" that expose the Ringtones to unauthorized access.

(d) Company shall, at Publisher's request, enable five (5) designees of Publisher to freely and without charge or expense to Publisher receive Ringtones as an End User of the Service for the purpose of evaluating the quality of the Ringtones concerned and ensuring Company's adherence to the terms and conditions of this Agreement. Publisher shall provide the names of its designee(s) to Company in writing promptly after Publisher makes such request.

3. **TERM**

The Term of this Agreement shall commence on the Effective Date and end on the date that is twelve (12) months thereafter, unless earlier terminated by either party hereto as hereinafter set forth.

4. **ADVANCE**

In consideration of the license granted to Company herein, Company shall pay to Publisher, as an advance against the fees payable to Publisher pursuant to paragraph 5 below, the non-returnable sum of REDACTED upon Company's execution of this Agreement.

5. **RINGTONE LCENSE FEES**

As full and sufficient consideration of the rights granted herein, Company shall pay Publisher the following:

(a) Ringtone License Fees.

(i) For each Sale of a Ringtone embodying a Composition hereunder, a license fee equal to the greater of: (i) of Company Revenue from such Sale; or (ii) REDACTED REDACTED (the "ex-Brazil License Fee"), provided that with respect to any Ringtone containing any Composition that is not wholly owned and/or controlled by Publisher in and throughout the Territory, the payment specified in this section 5(a)(i) shall be pro-rated in proportion to Publisher's ownership or administrative share of such musical composition as set forth on Schedule A attached hereto. For the avoidance of doubt, if more than one Ringtone is created using the same Composition, Company shall pay an ex-Brazil License Fee in respect of each such Ringtone; and

(b) Fixation Fees.

(i) "Omitted without implication"

(c) If at any time during the Term hereof Company pays any license fee, royalty, advance, and/or other monies, or offers any other financial terms or economic benefits (collectively, the "Remuneration"), for the same or equivalent rights as granted herein to any other publisher, administrator, licensor or owner of musical compositions, or to any agent of the same (including any music industry rights society) that is greater or more beneficial than the terms set forth herein, such more favorable Remuneration shall automatically be included herein and Company shall pay and/or provide such more favorable Remuneration to Publisher retroactively to the date on which such more favorable Remuneration is granted to such other publisher, administrator or owner.

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6. PAYMENTS AND ACCOUNTINGS

(a) Company shall compute and pay an amount equal to the applicable Ringtone License Fees, Fixation Fees and any other payments accrued hereunder no less than forty-five (45) days after the end of each calendar quarter of the Term, in respect of each such calendar quarterly period. In connection with each calendar quarterly accounting period, Company shall also send an accounting statement (the "Ringtone License and Fixation Fee Report") covering the calculation and determination of the Ringtone License Fees and the Fixation Fees, including the following: (i) the title of the Composition embodied in each Ringtone Sold or otherwise distributed; (ii) the writer(s)/composer(s) of the Composition concerned; (iii) the number of Sales, transmissions, downloads, streams, performances or other deliveries of each Composition concerned made by Company and each Approved Sublicensee; (iv) the retail price charged by Company and each Approved Sublicensee in connection with the Ringtone concerned; (v) the Net Monetary Revenue received by Company each Approved Sublicensee in connection with the Ringtone concerned; (vi) the period during which the Sale, transmission, download, stream, performance or other delivery of the Ringtone concerned occurred; (vii) the Ringtone License Fee and the Fixation Fee payable in respect of each Composition; (viii) all other information reasonably necessary to support all calculations of the amounts paid and which may be due; and (ix) the amount of all such fees and payments which are due for the quarterly period concerned. The information set forth in the preceding sentence shall be separately reflected for Company and each Approved Sublicensee for each region of the Territory.

(b) All payments to Publisher shall be computed in the relevant local currency and remitted in United States dollars. Each conversion from another currency for the purpose of computing such payments shall be calculated at the rate of exchange, as published by *The Wall Street Journal*, for major territory currencies, in effect on the date the statement concerned is rendered.

(c) Company shall pay interest at the rate of one percent (1.0%) per month, or the maximum rate permitted by law, whichever is less, from the date past due, on any Ringtone License Fees or Fixation Fees not paid within forty-five (45) days following the quarterly accounting period as provided herein, without prejudice to any other rights Sony may have in connection with such delinquency.

(d) Company shall maintain accurate and complete records and accounting books with regard to the licensing and exploitation of the Compositions embodied in the Ringtones, including, without limitation, all information needed to compute and verify the amounts payable to Publisher hereunder. During the Term, but not later than the date that is five (5) years following the termination or expiration of the Term, upon reasonable advance written notice, and at Sony's sole cost and expense (subject to the last sentence of this subparagraph 6(e)), Publisher will have the right to examine, or appoint a third party auditor to examine, those books and records at any time during Company's normal business hours at the place where such books and records are normally maintained; provided, however, that Sony shall be permitted to make such examination only one (1) time during any five (5) year period in connection with a particular Ringtone License Fee Report or Fixation Fee Report, as the case may be. Company will reasonably cooperate with Publisher's representatives to insure compliance with the foregoing. In the event an examination of Company's books and records reveals a deficiency in payments paid to Publisher of five percent (5%) or more of the total amount accounted to Publisher during the period of the audit, Company shall pay all reasonable out-of-pocket expenses related to the performance of such examination, including, without limitation, travel expenses, hotel expenses and per diems, together with the underpayment and interest as provided herein.

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(e) For a period of five (5) years following the last day of the Term, Company shall retain all transaction data reasonably necessary for Publisher and Company to determine and verify all amounts due or payable hereunder and for accounting purposes.

6A. TAXES

Company and each Approved Sublicensee shall have the sole responsibility for collection and remittance to the appropriate taxing authorities taxes that may be imposed on sales of Ringtones by Company and each Approved Sublicensee to End Users. Taxes include sales, use, excise, gross receipts or other similar taxes. Each party hereto shall be responsible for taxes based on its own net income.

7. EXPERIMENTAL AGREEMENT

This Agreement is being entered into on an experimental and non-prejudicial basis, shall apply for the Term hereof only, and shall not be binding upon or prejudicial to any position taken by Publisher or Company for any period subsequent to the Term of this Agreement, including but not limited to the negotiation of the renewal or extension of this Agreement.

8. OWNERSHIP AND ARRANGEMENT OF COPIES

(a) Any arrangement(s) or adaptations of a Composition which Company shall cause to be made in the creation of a Ringtone shall be made at Company's sole expense and shall be created only as the result of employment-for-hire, and such arrangement or adaptation shall be a "Work Made For Hire" for Company as such term is used in the United States copyright law. Promptly after the rights granted to Company hereunder expire or terminate, Company shall be deemed to have assigned to Publisher the copyright throughout the universe to each arrangement or adaptation of such Ringtones and all renewals and extensions of copyright therein, and Company shall execute all documents reasonably necessary to evidence the assignment thereof. The arranger shall not be entitled to authorship credit or status as a collaborator or any remuneration by way of royalty or otherwise from the authors of such Composition or from Publisher or from any agent of Publisher.

(b) Notwithstanding the foregoing, Publisher hereby agrees never to use itself or license the use of the arrangements acquired pursuant to subparagraph 8(a) above to any third party, whether inside or outside the Territory or during or after the Term.

9. WARRANTIES, REPRESENTATIONS AND INDEMNITIES

(a) Publisher represents, warrants and agrees (solely with respect to its respective fractional interest in the Compositions as set forth on Schedule A attached hereto) that (i) it has the full right, power and authority to enter into this Agreement and to grant to Company all the rights hereunder on the terms and conditions set forth herein and it will not take any action which conflicts or is inconsistent with such ability, right and authority; and (ii) the use of the Compositions as contemplated hereunder shall not violate any intellectual property right of any third party and there are no actions, suits, proceedings, agreements or other impediments, actual or threatened, which would prevent or impair Publisher from performing its duties and obligations hereunder.

(b) Company warrants, represents and agrees that (i) Company has the right and power to enter into and fully perform this Agreement and Company and each Approved Sublicensee is and shall continuously be a corporation in good standing in the jurisdiction of its incorporation; (ii) Company's and each Approved Sublicensee's principal place of business is located within the United States of America shall track and maintain records of the countries in which each Ringtone is downloaded, transmitted, delivered or otherwise distributed; (iv) upon written instruction from Publisher, Company and Approved Sublicensee shall not license or distribute any Ringtone or Composition to any third party that is engaged in piracy, illegal activities or other unauthorized uses of the Composition, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor; (v) Company and each Approved Sublicensee has or will promptly obtain from the applicable public performance licensing society or organization a license to publicly perform the Ringtones throughout the Territory; (vi) Company and each Approved Sublicensee will not, and shall not authorize any person or entity to change the basic melody or fundamental character of any Composition; (vii) Company and each Approved Sublicensee will not cause, through its actions and/or omissions, any and all so-called "viruses," "worms" and/or "destructive codes" (as those terms are commonly understood in the United States computer industry) to be embodied in any Ringtones; (viii) Ringtones shall be made available by Company and Approved Sublicensees exclusively to authorized End Users; and (ix) Ringtones will not be offered in a manner that could be construed by a reasonable person as an endorsement or sponsorship of any product, service, person or entity, as a so-called "commercial tie-up" or "commercial tie-in" or any similar use, directly or indirectly, in whole or in part.

You warrant and represent that you shall cause all Approved Sublicensees and other persons or entities providing services in connection with the Ringtones embodying Compositions hereunder to abide by the terms and conditions of this Agreement, and any breaches by such persons or entities shall be deemed breaches by Company, including, without limitation, for purposes of indemnification under section 10(d)(1).

(c) (1) Publisher shall indemnify and hold harmless Company from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorney's fees and costs) arising out of or incurred as a direct result of any breach by Publisher of any warranty, representation, agreement or undertaking made by Publisher in this Agreement (individually and collectively, "Publisher Claims");

(2) In the event of any Publisher Claim: (i) Company shall notify Publisher of the Publisher Claim concerned promptly following the date that Company becomes aware of it; (ii) Publisher shall defend against the Publisher Claim concerned (at Publisher's own expense) through legal counsel selected by Publisher; and (iii) each party shall reasonably cooperate with

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the other in the defense of the Publisher Claim concerned. Publisher may not settle a Publisher Claim without Company's prior written consent, which consent shall not be unreasonably withheld or delayed. Publisher shall be solely responsible for the amount of any settlement or judgment for such Publisher Claim and all legal expenses and counsel fees incurred by Publisher in connection therewith. Company shall have the right at all times to actively participate in the defense of any Publisher Claim and to employ legal counsel selected by Company at Company's own expense, it being understood that Publisher shall have the right at all times, in Publisher's sole discretion, to maintain control of the conduct of the defense.

(d) (1) Company shall indemnify and hold harmless Publisher and Publisher's affiliates from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorney's fees and costs) arising out of or incurred as a direct result of (i) any breach by Company of any warranty, representation, agreement or understanding made by Company in this Agreement; and (ii) any claims that result from any use of the Compositions by Company that are not expressly authorized by this Agreement (individually and collectively, "Company Claims").

(2) In the event of any Company Claim: (i) Publisher shall notify Company of the Company Claim concerned promptly following the date that Publisher becomes aware of it; (ii) Company shall defend against the Company Claim concerned (at Company's own expense) through legal counsel selected by Company; and (iii) each party shall reasonably cooperate with the other in the defense of the Company Claim concerned. Company may not settle a Company Claim without Publisher's prior written consent, which consent shall not be unreasonably withheld or delayed. Company shall be solely responsible for the amount of any settlement or judgment for such Company Claim and all legal expenses and counsel fees incurred by Company in connection therewith. Publisher shall have the right at all times to actively participate in the defense of any Company Claim and to employ legal counsel selected by Publisher at Publisher's own expense, it being understood that Company shall have the right at all times, in Company's sole discretion, to maintain control of the conduct of the defense.

10. TERMINATION

(a) If either party hereto fails to comply with any of the material terms or conditions of this Agreement (the "Defaulting Party"), the other party hereto (the "Non-Defaulting Party") may (without prejudice to any other rights the Non-Defaulting Party may have) terminate this Agreement by giving the Defaulting Party thirty (30) days' prior written notice to cure its breach or default. If the Defaulting Party does not cure its breach or default within such thirty (30) day period, the Non-Defaulting Party may forthwith terminate this Agreement upon written notice to the Defaulting Party. Any notice of termination shall be effective as of the date of such notice, but in no event sooner than three (3) business days after the Defaulting Party's receipt of such notice. Notwithstanding anything to the contrary, this Agreement will terminate automatically, without notice (if permitted under applicable law), if any of the following occurs:

(i) Company is dissolved or its assets are liquidated, or if Company becomes insolvent; or

(ii) A bankruptcy proceeding for a reorganization or for other relief from the claims of creditors, or any similar proceeding takes place with respect to Company or its assets.

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(iii) Company ceases doing business in the ordinary course and/or there is a substantial diminution in the ability of Company to effectively carry on its business in general or any aspect thereof or the business of a Service in particular.

(iv) Company breaches any of Company's material representations, warranties, covenants or obligations hereunder, or Company fails to fulfill its material obligations hereunder; provided, however, that such breach is not cured within twenty (20) days from Company's receipt of Sony's notice of such breach.

(v) Company fails to timely make payments required hereunder or render any information or documents required to be furnished or otherwise made available to Publisher as and when required hereunder; provided, however, that with respect to any such breach Company shall have a period of five (5) days from its receipt of Publisher's notice of such breach in which to cure said breach.

(vi) Company uses a Composition in a Ringtone without first notifying Publisher in writing of the title of the Composition concerned and receiving approval for the use of such Compositions from Publisher.

(vii) Company licenses the rights hereunder to a third party that is not an Approved Sublicensee as set forth herein.

(b) The expiration or termination of this Agreement shall not relieve either party hereto of responsibility for obligations incurred prior to termination.

(c) Upon the expiration or termination of this Agreement, all rights of Company, and Approved Sublicensees in and to the Compositions shall terminate except as otherwise provided herein, Company shall remove, return or destroy all Ringtones embodying the Compositions hereunder, and Company shall pay all monies then due or to become due to Sony pursuant to paragraph 5 hereof.

(d) Anything to the contrary herein notwithstanding, the rights of End Users in respect of Ringtones lawfully obtained under section 1(a)(iv) hereof shall survive any expiration or termination of this Agreement.

(e) The terms, provisions, representations, and warranties contained in this Agreement which are intended to survive the expiration or termination of this Agreement will so survive and continue in full force and effect until they are satisfied in full or by their nature expire.

11. DEFINITIONS

(a) Intentionally Omitted Without Implication.

(b) "Approved Sublicensee(s)" shall mean those entities approved by Publisher as set forth on Schedule B attached hereto. Additional third parties may be added to Schedule B, subject to Sony's prior written approval. If no Schedule B is attached hereto, Company shall be deemed to have no Approved Sublicensees and Company shall have no right to grant the rights

granted herein to any third party. For the avoidance of doubt, Approved Sublicensees shall not have the right to license the rights granted to them by you hereunder.

(c) "Compositions" means those musical works, solely to the extent that they are owned and/or controlled by Publisher in and throughout the Territory, which Publisher has approved for use by Company in the creation of Ringtone(s) as set forth on Schedule A, attached to and made a part hereof, as such Schedule A may be amended in writing from time to time as hereinafter provided.

(d) "End User" means any person within the Territory who receives a Ringtone or to whom a Ringtone is distributed and/or transmitted for the purpose of being written or otherwise stored in the memory of such End User's selected Wireless Device.

(e) "Company Revenue" means (a) the Net Monetary Revenue received by, or due and owing to, Company and each Approved Sublicensee from the Sale by Company and each Approved Sublicensee, as applicable, of a Ringtone via a Service, calculated by using the Sale price of the Ringtone concerned charged by Company and each Approved Sublicensee, as applicable, to an End User; and (b) the reasonable value of goods, services or credits received by Company and each Approved Sublicensee from any source in lieu of cash payments for the exploitation of Ringtones licensed hereunder. For the avoidance of doubt, if Company sublicenses any Ringtone to an Approved Sublicensee, it is the Sale price of the Ringtone to the End User charged by the Approved Sublicensee concerned, and not any lesser sublicensing fee paid by the Approved Sublicensee to Company, that shall be used as a basis to determine Company Revenue. "Net Monetary Revenue" means gross revenue, excluding value added, use, sales or other similar taxes to be collected for payment to the applicable taxing authority(ies), but excluding, for the avoidance of doubt, rebates, in connection with such Sale.

(f) "Ringtone" means an audible electronic code, whether or not such code embodies a sound recording, embodying a performance of a pre-determined synthesized melodic fragment of a Composition, whether monophonic, polyphonic, midi, WAV, SMAF, AMR, MP3 or other formats created for the purpose of causing a Wireless Device to play such fragment for use as an identifier or as an element of an identifier of an activity on such Wireless Device, such as the receipt of an incoming signal.

(i) "Animated Ringtone" shall mean a Ringtone that is synchronized in timed relation with an animated, still or moving visual image.

(ii) "Master Ringtone" shall mean a Ringtone consisting of a compressed audio file of an excerpt of a master recording of a Composition.

(iii) "Monophonic Ringtone" shall mean a Ringtone in the MIDI format consisting of a single melodic voice.

(iv) "Polyphonic Ringtone" shall mean a Ringtone in the MIDI format consisting of multiple melodic voices.

For the avoidance of doubt, Animated Ringtones are not a part of this Agreement.

(g) "Sale", "Sell" or "Sold" means any action whereby an End User in the Territory obtains from Company or an Approved Sublicensee a complete or useable copy of a Ringtone that is capable of being written or otherwise stored in the memory of a Wireless Device. For the

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avoidance of doubt, a Sale shall include any action described in the preceding sentence which occurs during a promotion, contest, give-away or any other distribution of a Ringtone for no consideration or consideration other than the then-current full retail price. For the avoidance of doubt, Ringtones shall not be installed on or delivered to Wireless Devices prior to the purchase of such Wireless Devices by End Users (i.e., they shall not be embedded into Wireless Devices prior to the purchase of such Wireless Devices by End Users).

(h) "Service" means the provision of a Ringtone via a range of service channels, including, but not limited to, the Internet, cable, satellite, web, wireless application protocol (a/k/a WAP), wireless local area network (a/k/a WLAN), Bluetooth technology (infrared or other similar radio wave technology), wired connection from a local computer, short or smart messaging service (a/k/a SMS), subsequent corresponding technologies or any other form of distribution or transmission of Ringtones.

(i) "Term" means the period specified in Article 3 herein.

(j) "Territory" means the United States of America.

(k) "Wireless Device" shall mean an electronic device typically designed to be used for, among other purposes, mobile voice and/or data communications, and includes, without limitation, wireless communication terminals, handsets, mobile phones, pagers, personal digital assistants and accessories which are capable of receiving a Ringtone.

12. ASSIGNMENT

Publisher may assign its rights under this Agreement in whole or in part to any subsidiary, affiliated or controlling corporation or company, to any Person owning or acquiring a substantial portion of the stock or assets of Publisher, or to any partnership or other venture in which Publisher participates, and such rights may be similarly assigned by any assignee. No such assignment shall relieve Publisher of any of Publisher's obligations hereunder. Company may assign its rights hereunder to any affiliate or any other person in connection with the sale or transfer of substantially all of its assets, provided, however, that Company shall not assign this agreement to a competitor of Publisher or to an entity engaged in the business of manufacturing, distributing and/or selling (i) blank or digital recording media for the purpose of facilitating the resale thereof, or (ii) products designed to circumvent copy protection mechanisms.

13. FORCE MAJEURE

If because of: an act of God; inevitable accident; fire; lockout, strike or other labor dispute; riot or civil commotion; act of public enemy; enactment, rule, order or act of any government or governmental instrumentality (whether federal, state, local or foreign); failure of technical facilities; failure or delay of transportation facilities; any or other cause of a similar or different nature not reasonably within Sony's or Company's control (a "Force Majeure Event"); Sony or Company, as the case may be, is materially hampered in the performance of its obligations hereunder, then, without limiting either party's rights, Sony or Company, as the case may be, shall have the option by giving a notice ("Suspension Notice") to the other party hereto suspending the Term for the duration of any such contingency solely in the region of the Territory affected by such Force Majeure Event. In the event the Force Majeure Event exceeds thirty (30) days, this Agreement may be terminated by written notice from either party hereto.

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14. NOTICES

Except as specifically provided herein, all notices under this Agreement shall be in writing and shall be given by courier or other personal delivery or by registered or certified mail at the appropriate address below or at a substitute address designated by notice by the party concerned.

TO COMPANY: The address shown above.

TO PUBLISHER: 550 Madison Avenue
New York, New York 10022-3211
Attention: Senior Vice President, Business Affairs and Administration

and

Sony Corporation of America
Law Department
550 Madison Avenue
New York, New York 10022-3211
Attention: Senior Vice President and General Counsel

Notices shall be deemed given when mailed or, if personally delivered, when so delivered, except that a notice of change of address shall be effective only from the date of its receipt.

15. LIMITATION OF LIABILITY

EXCEPT FOR CLAIMS UNDER ARTICLE 9 ABOVE, NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR FOR INTERRUPTED COMMUNICATIONS, LOST DATA, LOST PROFITS, LOST REVENUE OR LOST OPPORTUNITIES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF THAT PARTY HAS BEEN ADVISED OF (OR KNOWS OR SHOULD KNOW OF) THE POSSIBILITY OF SUCH DAMAGES.

16. MISCELLANEOUS

(a) This agreement contains the entire understanding of the parties relating to its subject matter. No change of this agreement will be binding upon either party unless it is made by an instrument signed by Company and by an officer of Publisher. A waiver by either party of any provision of this agreement in any instance shall not be deemed to waive it for the future. All remedies, rights, undertakings, obligations and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy right, undertaking, obligation or agreement of either party.

(b) No designation, approval, or consent provided for in this Agreement will be deemed given unless set forth in writing and signed by an authorized officer or representative of the party concerned.

(c) If any part of this Agreement, or the application thereof to any party, shall be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect the

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remainder of this Agreement, which shall continue in full force and effect, or the application of this Agreement to the remaining parties hereto.

(d) This agreement has been entered into in the State of New York, and the validity, interpretation and legal effect of this agreement 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), only, will have jurisdiction of any controversies regarding this agreement; any action or other proceeding which involves such a controversy will be brought in those courts, in New York County, and not elsewhere.

(e) The relationship of the parties is that of independent contractors and nothing in this Agreement shall render either party an agent of the other.

(f) The headings, subheadings, and other captions in this Agreement are for convenience and reference only and will not be used in interpreting, construing, or enforcing any of the terms of this Agreement. Each party acknowledges that it has had the opportunity to review this Agreement with legal counsel of its choice, and there will be no presumption that ambiguities will be construed or interpreted against the drafter, and no presumptions made or inferences drawn because of the inclusion of a term not contained in a prior draft or the deletion of a term contained in a prior draft. The words "hereof," "herein," "hereunder" and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement.

(g) This Agreement will not become effective until executed and delivered by Publisher and Company.

SONY/ATV MUSIC PUBLISHING LLC

By: _____

Name: James Kast

Title: VP, BA

Date: 1/31/06

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SCHEDULE A

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
631755	28 Years, 17 Days	Lyfe	Jennings, Sigler, Curry	50.00%	50.00%	World Wide
344769	50/50	Lemar	Hermansen, T.E./Miller, M./Obika, Lemar/Rustan, H./Mikkel SE	12.50%	12.50%	World Wide
127606	83	John Mayer	Mayer	100%	100.00%	World Wide
112698	911	Wyclef Feat. Mary J Blige	Jean; DuPlessis; Brown; Cadet	47.50%	47.50%	World Wide
68509	(I've Had) The Time Of My Life	Officer & A Gentleman	J. DeNicola,D. Markowitz, F. Previte	12.50%	12.50%	World Wide
58927	(Lying Here With) Linda On My Mind	Conway Twitty	Twitty	100.00%	100.00%	World Wide
	1 In The Morning	LL Cool J	James Smith, Blackman	100.00%	100.00%	World Wide
599373	1000 Good Intentions	Rise Against	Pincipe/McIlrath/Barnes/Wieklinski	75.00%	75.00%	World Wide
76051	4,3,2,1	LL Cool J	Smith/Redmon/Sermon/ Method Man/Cannibus	15.00%	15.00%	World Wide
39005	50,000 Names	George Jones	O'Hara	100.00%	100.00%	Worldwide
127338	8 Days of Christmas	Destiny's Child	Knowles / McCalla	50%	50.00%	Worldwide
110756	9PM	Atb	Tannenberger/Ferrerons/Posadas/Riviera	50.00%	31.25%	World Wide
83909	A Day In The Life	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
38092	A Little Respect	Erasure	Bell/Clarke	100.00%	100.00%	World Wide
118200	A Love Before Time (Crouching Tiger Hidden Dragon Theme)	Theme	Calandrelli / Dun	100.00%	100.00%	Worldwide
137836	A Moment Like This	Kelly Clarkson	Ried/Eriksson	50.00%	50.00%	World Wide
130202	A New Day Has Come	Celine Dion	Moccio/Nova	50.00%	40.00%	World Wide
337255	A Real Fine Place to Start	Sara Evans	Ducas/Foster	50.00%	50.00%	World
501010	Absolutely Fabulous	Pet Shop Boys	Tennant/Lowe	100.00%	100.00%	World Wide
83910	Across The Universe	Beatles	Lennon/McCartney	66.67%Sony, 33.33% EMI	100.00%	World Wide
67841	Adia	Sarah McLachlan	McLachlin/P. Marchand	50.00%	50.00%	World Excluding Canada
315510	Aerials	System of a Down	Malakian, Tankian, Odadjian, Dolmayan	100.00%	100.00%	World Wide
523508	Aero Dynamic	Kraftwerk	Schmitt/Huetter/Hilpert	100.00%	100.00%	Worldwide
293946	After You've Gone	One True Voice	Stock/Waterman	50.00%	50.00%	World Ex. Eire, UK
449448	Agnus Dei	Michael W. Smith	Smith	100.00%	100.00%	World Wide
593985	Ahora Quien	Marc Anthony	Estefano/Reyes	100.00%	100.00%	Worldwide
35380	Ain't Goin' Down Til The Sun Comes Up	Garth Brooks	Williams/Brooks/Blazy	33.34%	33.34%	World Wide
130269	Ain't It Funny	Jennifer Lopez	Rooney / Lopez	100.00%	100.00%	Worldwide
54545	Ain't No Fun (If The Homies Can't Have None)	Snoop Dogg	Young/Broadus/Nathan/Kurupt/Warren	50.00%	50.00%	World Wide
104958	Ain't No Future In Yo Frontin'	MC Breed	Troutman/Clinton/	31.25%	31.25%	Worldwide
597582	Ain't Nothin Wrong	Houston	Edmonds/Dixon/Thomas/Dawkins/Mason Jr	17.50%	17.50%	World Wide
84438	Air	Ben Folds Five	Ben Folds, Darren Jessee, Robert Sledge	100.00%	100%	World Wide
548027	Algo Tienes	Paulina Rubio	Chris Rodriguez, Manny Benito	50.00%	50%	World Wide
596105	Alive	Kenny Wayne Shepherd	Frederiksen/Shepherd	100.00%	100%	World Wide
547537	All Falls Down	Kayne West	Hill/West	100.00%	100%	World Wide
44501	All For Love (The Three Musketeers)	Bryan Adams	Adams/Lange/Kamen	58.33%	58%	World wide
512560	All I Have	Jennifer Lopez	Riddick/Bowser/Richardson/Smith/McPherson/Jeffrey	8.34%	8%	World Wide
102020	All I Wanna Do	Sheryl Crow	Gilbert, Kevin	16.50%	16.50%	World Wide
86529	All I Want For Christmas Is You	Mariah Carey	Carey/Afanasieff	50.00%	50.00%	World Wide
608781	All Jacked Up	Gretchen Wilson	Wilson/McGehee/Rich	33.34%	33.34%	World Wide
448710	All My Exes Live In Texas	George Strait	Shafer	100.00%	100.00%	World Wide
83912	All My Lovin	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	
132105	All Rise	Blue	Eriksen / Rustan / Hermansen	30.00%	30.00%	Worldwide
83913	All Together Now	Beatles	Lennon/McCartney	66.67%Sony, 33.33% EMI	100.00%	World Wide
83914	All You Need Is Love	Beatles	Lennon John/Mc Cartney Paul	66.67%Sony, 33.33% EMI	100.00%	World Wide
38041	Alone	Mariah Carey	Steinberg/Kelly	100.00%	100.00%	World Wide
41302	Alone Again (Naturally)	Gilbert O'Sullivan	O'Sullivan	100.00%	100.00%	World X UK, Japan, SE Asia
220306	Anthem For the Year 2000	Silver Chair	Johns	100.00%	100.00%	World
117589	Always Come Back To Your Love	Samantha Mumba	Eriksen / Rustan / Hermansen	33.34%	33.34%	Worldwide
82696	Always Never The Same	George Strait	McBride/Green	50.00%	50.00%	Worldwide
58638	Always You	Sophie Zelmani	Zelmani/Halapi/Starkie	100.00%	100.00%	World wide
124396	AM TO PM (Spanish Version)	Christine Milian	Milian/ Karlsson/ Winnberg / Lopez	16.67%	16.67%	Worldwide
593999	Amar Sin Mentiras	Marc Anthony	Estefano/Anthony	100.00%	100.00%	World Wide
113587	Amazed	Poe	Danielewski Annie	50.00%	100.00%	World Wide
526459	Amazin'	LL Cool J	Smith, Hugo, Williams	50.00%	50.00%	World Wide
395539	America	Neil Diamond	Diamond	100.00%	100.00%	WW
331276	American Dream	System of a Down	Malakian, Tankian, Odadjian, Dolmayan	100.00%	100.00%	World Wide
449288	American Trilogy	Elvis Presley	Newbury	100.00%	100.00%	Worldwide
18027	Amigos	Marc Anthony	Carlos/Carlos	50.00%	50.00%	World Wide
83915	And I Love Her	Beatles	Lennon John/Mc Cartney Paul	66.67%Sony, 33.33% EMI	100.00%	World Wide
48486	And Our Feelings	Babyface	Edmonds/Simmons	85.00%	85.00%	World Wide
24475	And The Beat Goes On	The Whispers	Shelby/Shockley/Sylvers/Smith	66.67%	66.67%	World Wide
67832	Angel	Sarah McLauchlan	S McLauchlan	100.00%	100.00%	World Excluding Canada
61532	Angel's Among Us	Alabama	Goodman/Hobbs	100.00%	100.00%	World Wide
447624	Another World	Joe Jackson	Joe Jackson	100.00%	100.00%	World Wide
145497	Antologia	Shakira	Merberak/Ochoa	100.00%	100.00%	World Wide
78141	Anymore	Travis Tritt	Tritt/Colucci	50.00%	50.00%	World Wide
106765	Anytime	Kelly Clarkson	Watters/Biancaniello	50.00%	50.00%	US
	Apple Cobbler	LL Cool J	James Smith, Tim Mosley	pending	pending	
98250	Army	Ben Folds Five	Ben Folds	100.00%	100%	World Wide

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196076	Around the Way Girl	LL Cool J	Smith/James/Williams	37.50%	38% World Wide
556217	As Good as I Once Was	Toby Keith	Emerick/Keith	50.00%	50% World Wide
593842	Ashes Of The Wake	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C..	100.00%	100.00% WW
523391	Augusta Rain (Georgia Rain)	Trisha Yearwood			
503927	Baby I Love U	Jennifer Lopez	Rooney/Lopez/Shea/Barry	33.34%	33% World Wide
106549	Baby I'm A Want You	Bread	Gates David A	100.00%	100.00% World Wide
83921	Baby You're A Rich Man	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
35058	Baby, Baby, Baby	TLC	Edmonds/Reid/Simmons	33.34%	33% World wide
	Bachelor Party	Nas		splits are pending	
125573	Back From The Dead	Kid Rock	Peters	100.00%	100.00% World Wide
83922	Back In The USSR	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00% World Wide
243388	Back Seat	LL Cool J	Smith/Jones	43.75%	43.75% World Wide
197552	Back to Life	Soul II Soul	Law/Romeo/Wheeler/Hooper	41.67%	41.67% World Wide
525721	Back When	Tim McGraw	Lynch, Stevens, Smith	33.34%	33.34% World Wide
52079	Bad Case Of Loving You	Robert Palmer	John Martin	100.00%	100.00% World Wide
	Badaboom	B2K feat. Fabolous	Jackson/Stokes/Scott/Houston	pending	pending World Wide
81936	Bama Lama Bama Loo	Little Richard	Pennimon	100.00%	100.00% World Wide
124012	Band Of Brothers Main Theme- Cues	N/A	Kamen	87.50%	87.50% World wide
130250	Baya Baya	Safri Duo	Friis/Savery	100.00%	100.00% World Wide
497293	Be As You Are	Kenny Chesney	Chesney, Dillon	100.00%	100.00% World Wide
110095	Be Bop A Lula	Gene Vincent	Davis/Vincent	83.33%	83.33% US & Canada
84106	Because	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00% World Wide
301503	Because I Love You	Mark Oh	Brooks	100.00%	100.00% World Wide
180626	Beds Are Burning	Novaspace	Gifford/Hirst/Moginie/Garrett	100.00%	100.00% World Wide
131824	Beer For My Horses	Toby Keith/Willie Nelson	Emerick/Keith	50.00%	50.00% World Wide
76449	Beer Thirty	Brooks and Dunn	Dunn, Ronnie G.	50.00%	50.00% World Wide
85204	Before The Night Is Over	Bryan Adams	Adams/Martin	50.00%	40.00% World Wide
83924	Being For The Benefit Of Mr. Kite	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
85198	Believe In You	Amanda Marshall	Marshall / Bazilian	50.00%	50.00% Worldwide
272668	Better the Devil You Know	Kylie Minogue	Stock/Aitken/Waterman	33.34%	33.34% World Wide
61225	Better Things To Do	Terri Clark	Shapiro / Clark /Waters	47.50%	47.50% Worldwide
	Big Chips	Jay Z & R Kelly	R. Kelly/S. Carlet/J.C.Olivier, S.J. Barnes/	splits are pending	
172759	Big Yellow Taxi	Counting Crows	Mitchell	100.00%	100.00% World Wide
518523	Bigger Than My Body	John Mayer	Mayer	100.00%	100.00% Worldwide
111339	Bills, Bills, Bills	Destiny's Child	Knowles, Beyonce G.	10.00%	10.00% World Wide
83925	Birthday	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00% World Wide
48887	Bitches Ain't Shit	Dr. Dre	Young/Broadus/Curry/Arnaud/Brown	62.50%	62.50% World Wide
606538	Bitches Ain't Shit	Lil Jon	Durham/Harris/Lewis	37.50%	37.50% World Wide
607338	Black Horse & Cherry Tree	Katie Tunstall	Katie Tunstall	100.00%	100.00% World Wide
343868	Black Suits Comin' (Nod Ya Head)	Will Smith	Smith - Sparks - Feemster - Bennett - Bennett - Bennett	73.75%	73.75% World Wide
83926	Blackbird	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
421876	Blank Sheet of Paper	Tim McGraw	Warren, Warren, Schlitz	66.66%	66.66% World Wide
118133	Blessed	Martina Mcbride	Lindsey / Verges / James	33.33%	33.33% Worldwide
593835	Blood Of The Scribe	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C..	100.00%	100.00% WW
84754	Blue Jay Way	Beatles	Harrison	100.00%	100.00% World Wide
28590	Blue Savannah	Erasure	Bell/Clarke	100.00%	100.00% World Wide
303211	Bonnie and Shyne	Shyne	Thompson, David, Levy, Barrow, Gassion, Guglielmi	20.00%	20.00% World Wide
448367	Boom	System Of A Down	Malakian/Tankian/Dolmayan/ Odadjian	100.00%	100.00% World wide
196233	Boomin System	LL Cool J	Smith/Williams	37.50%	37.50% World wide
35968	Boot Scootin' Boogie	Brooks & Dunn	Dunn, Ronnie G.	100.00%	100.00% World wide
168465	Booti Call	Blacksteet	Clinton George Jr; Dickey Antwone L; Riley Edward T; Riley Markell Demont; Sermon Erick S; Shiker Garry Marshall; Spradley David Lee; Sylvers Leon F III; Troutman Larry; Troutman Roger	37.50%	37.50% World wide
302137	Bootylicious	Destiny's Child	Nicks/Fusari/Knowles/Welsh /Moore	87.50%	87.50% World wide
106535	Born Free	Roger Williams	Barry John/Black Donald	100.00%	100.00% World Wide
116914	Born Slippy	Underworld	Smith/Hyde	100.00%	100.00% World Wide
111400	Born To Fly	Sara Evans	Evans/Hummon/Scott	33.34%	33.34% World Wide
504927	Born to Try	Delta Goodrem	Delta Goodrem/Mtawarira, Audius	100.00%	100.00% World Wide
315523	Bounce	System of a Down	Malakian, Tankian, Odadjuan, Dolmayan	100.00%	100.00% World Wide
28725	Brand New Man	Brooks and Dunn	Cook, Don Kirby, Brooks, Leon E.	100.00%	100.00% World Wide
537150	Brass Bed	Josh Gracin	James/McBride/Hughes	33.34%	33.34% World Wide
98458	Brass Monkey	Beastie Boys	Rubin / Horowitz / Yauch / Diamond	50.00%	50.00% Worldwide
593843	Break You	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C..	100.00%	100.00% WW
504561	Breathe	Blu Cantrell	Martin/Matias/Bemberry/ Bradford/Harris/Joiner/Mathers/ Aznavour	17.50%	17.50% World Wide
45152	Breathe Again	Toni Braxton	Edmonds	100.00%	100.00% World wide
62689	Brick	Ben Folds Five	Folds/Jessee	100.00%	100.00% World Wide
593831	Bring Me Down	Miranda Lambert	Miranda/Howard	50.00%	50.00% World Wide
105213	Bring It All To Me	n/a	Rooney/Spencer/Shelby	25.00%	25.00% World Wide
499337	Brokenheartsville	Joe Nichols	Daniels/Kees/Boudreaux/Mevis	50.00%	50.00% World Wide
118495	Brown Eyes	Destiny's Child	Knowles/Alanasieff	100.00%	100.00% World Wide
129225	Brown Skin	India.Arie	Arie/Sanders/Batson	43%	42.50% World Wide
111338	BUG A BOO	DESTINY'S CHILD	Briggs, Burrus, Knowles, Roberson, Rowland, Luckett	7.50%	7.50% Worldwide

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Song	Title	Artist	Writers	% Collected	% Collected Territory (WW World Wide)
67839	Building A Mystery	Sarah McLachlan	Sarah McLachlan	50.00%	50.00% US
48842	Burnin' For You	Blue Oyster Cult	Melzer/Roeser	100.00%	100.00% World Wide
106534	Burning Love	Elvis Presley	Linde Dennis	100.00%	100.00% World Wide
208913	Butterfly	Mariah Carey	Carey/Afanasieff	50.00%	50.00% World Wide
625466	B.Y.O.B.	System Of A Down	Malakian/Tankian/Dolmayan/ Odadjian	100.00%	100.00% World Wide
548917	By The Time I Get To Phoenix	Glen Campbell	Webb	Sony/Lastrad 46.25%	46.25% World Wide
287760	By Your Side	Sade	Denman/Matthewman/Adu/Hale	100.00%	100.00% World Wide
204560	Bye Bye Baby	TQ	Quailes/Mosley/Howard	50.00%	50.00% World Wide
155408	California Love (remix)	Dr. Dre and Roger Troutman	Troutman/Troutman/Durham/Cunnigham/Hudson/ Hooks	65.00%	65.00% World Wide
61898	Call and Answer	Barenaked Ladies	Duffy/Page	50.00%	50.00% Worldwide
505035	Call Me	Fabulous	Barnes/Olivier/Jackson/Myers	25.00%	25.00% World Wide
288545	Call On Me	ERIC PRYDZ	Sanders, Ramsey, Huggard	25.00%	25.00% WW
627739	Calm Before The Storm	Fall Out Boy	Peter Wentz, Patrick Stumph, Joseph Trohman, Andrew Hurley	100.00%	100.00% World Wide
104096	Calm Like A Bomb	Rage Against The Machine	De La Rocha/ Commerford/ Morello/Wilk	100.00%	100.00% World Wide
145743	Candida	Levine/Wine	Tony Orlando & Dawn	Sony/Lastrada 55%	55.00% World Wide
	(Can't Believe) This Is Me	J-Lo		splits are pending	
83927	Can't Buy Me Love	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00% World Wide
131904	Can't C Me	Dr. Dre	Young/Clinton/Shakur	37.50%	37.50% World Wide
	Can't Explain It	LL Cool J	James Smith, Tim Mosley	pending	pending
84108	Carry That Weight	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00% World Wide
172752	Case of You	Diana Krall	Mitchell, Joni	100.00%	100.00% World Wide
619519	Cater 2 U	Destiny's Child	Knowles/Rowland/Walker/Rude/Williams/Jenkins	39.16%	39.16% World Wide
133747	Caught In The Middle	A1	Adams / Marazzi / Porter / Mitra	50.00%	50.00% Worldwide
431168	Center Of My heart	Lenny Kravitz	Martin/Burton/Phillips	33.34%	33.34% World Wide
38093	Chains Of Love	Erasure	Bell/Bell/Martin	100.00%	100.00% World wide
107850	Change Of Heart	Theme	Buie / Cobb	100.00%	100.00% Worldwide
167781	Cheated (To All The Girls I've Cheated On)	Jean Wydef	Jean/Hammond/White/Bailey/David/Robinson/Malloo/Haug/Obrien/Jackson/Mckay/Wright/Lelbrand	20.00%	20.00% Worldwide
127184	Cheatin' On Me	50 Cent	Barnes/Olivier/Jackson/ Burruss/ Gates	33.34%	33.34% World wide
502672	Cheeky Song	Cheeky Girls	Kirtley/Semati/Howes	83.00%	836.00% World Ex. Portugal, UK, Spain
609545	Cherry Pie	J-Lo	Rooney, Kelly, Robinson, Lopez	25.00%	25.00% World
448364	Chic N Stu	System of a Down	Malakian, Tankian, Odadjuan, Dolmayan	100.00%	100.00% World Wide
101133	Chicago	Graham Nash	G. Nash	100.00%	100.00% World Wide
132650	Chicago (That Toddling Sound)	Frank Sinatra	Fisher	100.00%	100.00%
155690	Children of the Ghetto	Mary J. Blinge	Amoo/Amoo	100.00%	100.00% World Wide
297775	Chillin	Modjo	Rodgers/Edwards/Destagnol.Trachart	20.00%	20.00% World Wide
515443	Chipmunk Song	Alvin & The Chipmunks		100.00%	100.00% World X Europe
119402	Chocolat - Vianne Sets Up Shop	Theme (Incidental Music)	Rachel / Portman	100.00%	100.00% Worldwide
128650	Chop Suey	System Of A Down	Malakian/Tankian/Dolmayan/ Odadjian	100.00%	100.00% World Wide
100164	Christmas In Dixie	Alabama	Gentry/Cook/Owen	100.00%	100.00% World Wide
213119	Ciega Sordomuda	Shakira	Mebarak / Estefano	75.00%	75.00% World Wide
80081	Cigarettes and Alcohol	Oasis	Noel Gallagher	100.00%	100.00% Worldwide
40519	Clair		O'Sullivan	100.00%	100.00% Worldwide
519513	Clarity	John Mayer	Mayer	100.00%	100.00% Worldwide
525305	Class Reunion (That Used To Be Us)	Lonestar	McDonald/Myers/Pfrimmer	33.34%	33.34% World Wide
78208	Cleopatra, Queen of Denial	Pam Tillis	Tillis/Dipiero/Buckingham	66.67%	66.67% World Wide
125911	Clint Eastwood	Gorillaz	Makromallis/Irie/Albarn/Hewlett	25.00%	25.00% World Wide
515859	Closest Thing to Crazy	Katie Melua	Batt	100.00%	100.00% World Wide
85212	Cloud Number Nine	Bryan Adams	Adams/Peters/Martin	66.67%	66.67% World Wide
150961	Clumsy	Our Lady Peace	Makka/Lanni	100.00%	100.00% World Wide
598074	Cold	Crossfade	Ed Sloan	100.00%	100.00% World Wide
343165	Color of Love	Boyz II Men	Edmons	100.00%	100.00% World Wide
603836	Come A Little Closer	Dierks Bently	Bently / Beavers	100.00%	100.00% World Wide
131676	Come to Jesus	Mindy Smith	Mindy Smith	100.00%	100.00% World Wide
84109	Come Together	Beatles	Lennon John/Mc Cartney Paul	64.167% Sony, 35.833 EMI	100.00% World Wide
101412	Computer World	Kraftwerk	Hueter / Schneider-Esleben / Schult / Bartos	75.00%	75.00% Worldwide
113581	Control	Poe	Danielewski Annie	60.00%	100.00% World Wide
54563	C-O-U-N-T-R-Y	Joe Diffie	Harbin, Ronald S., Ed Hill, Dusty Drake	33.33%,	33.33% World Wide
137560	Cowboys Like Us	George Strait	DiPiero/Smith	50.00%	50.00% World Wide
993	Crazy	Patsy Cline	Nelson Willie (USA)	100.00%	100.00% World
604089	Crazy in Love	Eminem	Wilson/Wilson/Fisher/Mathers/Resto	75.00%	75.00% World
137330	Crazy On You	Heart	Wilson/Wilson/Fisher	50.00%	50.00% World Wide
158659	Crossover	EPMD	D. Gamson, E. Sermon, P. Smith, R. Troutman	40.00%	40.00% World Wide
58343	Cruel Summer	Bananarama	Fahey / Woodward / Swain/ Jolley / Dallin	25.00%	25.00% Worldwide
631753	Cry	Lyfe	Jennings	100.00%	100.00% World Wide
342937	Cry Baby	Janis Joplin	Berns/ Meade	16.67%	16.67% USA
450364	Crying	Roy Orbison	Melson/Orbison	62.50%	62.50% US
119499	Crying At The Discotheque	Alcazar	Rodgers / Edwards / Bard / Wollbeck / Goulos / Hansson	25.00%	25.00% Worldwide
237954	Daddy Cool	Boony M	Reyam/Fariam	100.00%	100.00% Worldwide
422700	Damien	DMX	Blackmon/Simmons/Smalls	50.00%	50.00% Worldwide
505034	Damn	Fabolous	Edwards, Rodgers, Jackson, Barnes, Oliver	50.00%	50.00% Worldwide
599408	Dancing For Rain	Rise Against	Rise Against	100.00%	100.00% Worldwide
100156	Dancin' Shagin' On The Boulevard	Alabama	Owen/Fowler/Gentry	100.00%	100.00% World Wide
1049	Dang Me	Roger Miller	Miller	100.00%	100.00%
447616	Danger High Voltage	Electric 6	Spencer/Frezza/Nawara/ Selph/Martin	100.00%	100.00% World Wide

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SCHEDULE A

[illegible]	Title	[illegible]	Writer	[illegible]	[illegible]	[illegible]
188507	Dangerously In Love	Beyonce	Knowles/McCalla	50.00%	50.00%	World Wide
237409	Das Modell	Kraftwerk	Schutt/Hueter/Bartos	75.00%	75.00%	World Wide
619511	Daughters	John Mayer	John Mayer	100.00%	100.00%	World Wide
203539	Dawson's Creek Theme		Fields	100.00%	100.00%	World Wide
83932	Day Tripper	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
131223	Dazz		Irons/Hargis/Ransom	50.00%	50.00%	World Wide
99175	Dear Lie	TLC	Edmonds/Watkins	70.00%	70.00%	World Wide
83933	Dear Prudence	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
39961	Deeez Nuuuts	Dr. Dre	Young/Broadus	50.00%	50.00%	World Wide
38420	Deep Cover	Dr. Dre	Dr. Dre/Wolfe/Broadus	100.00%	100.00%	World Wide
42398	Department Of Youth	Alice Cooper	Cooper/Ezrin/Wagner	50% Sony, 50% Undercut Music	50.00%	World Wide
527547	Deseos de Cosas Imposibles	La Oreja de Van Gogh	Montero/Benegas/Fernandez/Fuentes	100.00%	100.00%	World Wide
550616	Diamond In The Back	Ludacris	DeVaughn/Bridges/Houston/ Beauregard	45.46%	45.46%	World Wide
289262	Did You Ever Think	R Kelly	Barnes/Olivier/Mayfield/Kelly	30.00%	30.00%	World Wide
127164	Differences	Ginuwine	Oliver/Lumpkin	50.00%	50.00%	World Wide
48418	Diggin' On You	Babyface	Edmonds	100.00%	100.00%	World Wide
1029	DIVORCE	Tammy Wynette	Babcock/Putman	100.00%	100.00%	World Wide
100583	Dixieland Delight	Alabama	Rogers	100.00%	100.00%	World Wide
109177	Dizzy	Tommy Roe	Roe/Weiler	50% Sony/ATV Songs	50.00%	World Wide
243889	Do Wop (That Thing)	Lauryn Hill	Lauryn Hill	100.00%	100.00%	World Wide
548690	Do You Know	Da Band	Jean/Golfin/Masser/Dupleiss/Hill/John/Stokes/Watson/Wiley/Charwin/Strouse/Nathis	15.00%	15.00%	World Wide
642313	Do You Want Fries With That	Tim McGraw	Beathard, Phillips	50.00%	50.00%	World Wide
45799	Doggy Dogg World	Snoop Dogg	Broadus, Youn, Fields, Arnaud, Brown	35.00%	35.00%	World Wide
524129	Doin' Time	Sublime	Rubin/Horowitz/Yauch/Gershwin R/Gershwin I/Nowell/Goodman/Hayward Du/Hayward Do	6.50%	6.50%	World Wide
213067	Donde Estan Los Ladrones	Shakira	Mebarak/Ochoa	75.00%	75.00%	World
1091059	Donde Estas Corazon	Shakira	Mebarak/Ochoa	100.00%	100.00%	Worldwide
96248	Don't Change Your Plans	Ben Folds Five	Ben Folds	100.00%	100%	World Wide
47295	Don't Fear The Reaper	Blue Oyster Cult	Roeser	100.00%	100%	World Wide
549323	Don't Go	Fefe Dobson	Fefe Dobson	100.00%	100.00%	World Wide
38057	Don't Go	Yaz	V Clarke	100.00%	100.00%	World Wide
227080	Don't Know Much	Bette Midler	Mann/Snow/Weil	75.00%	75.00%	World Wide
105408	Don't Know Why	Norah Jones	Harris	100.00%	100.00%	WW
	Don't let me Die	R Kelly & Jay Z	Barnes/Olivier/Kelly/Carter/Mosley	splits are pending		
84111	Don't Let Me Down	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00%	World Wide
528479	Don't Lie (No No No)	Black Eye Peas	Peters, Peters, Ferguson, Adams	33.34%	33.34%	World Wide
525066	Don't Rock the Jukebox	Alan Jackson	Jackson/Murrah/Stegall	50.00%	50.00%	World Wide
110755	Don't Stop	ATB	A. Tanneberger	100.00%	62.50%	World Wide
101607	Don't Take The Girl	Tim McGraw	Johnson/Martin	87.50%	87.50%	World Wide
519718	Don't Wanna Lose This Feeling	Dannii Minogue	Minogue/Alexandre/Troillard/ Joly/Khan/Ronald	50.00%	50.00%	World Wide
243889	DOO-WOP (THAT THING)	HILL,LAURYN	HILL,LAURYN	100.00%	100.00%	World Wide
114635	Dot	DESTINY'S CHILD	Knowles/McCalla	62.50%	62.50%	World Wide
343012	Down 4 You	Irv Gotti Presents The Inc	Atkins Jeffrey B, Aurelius Seven Marcus, Douglas Ashanti S, Jarmon Tiffany Lane, Lorenzo Irving Domingo, Parker Andre Frank, Troutman Larry, Troutman Roger	25.00%	25.00%	World Wide
101054	Down Home	Alabama	Bowles/Leo	50.00%	50.00%	World Wide
604571	Down Wit Da South	Trick Daddy	Michael Crooms, Maurice Young, Deongelo Holmes, Eric Jackson, Calloway, Lovelace, Michael Cooper	44.73%	44.73%	World Wide
244177	Driftwood	Travis	Healey	100.00%	100.00%	World Wide
138402	Drinkin' Bone	Tracy Byrd	Phillips/Beathard	50.00%	50.00%	World Wide
83936	Drive My Car	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
519639	Drugs or Jesus	Tim McGraw	James, Lindsey, Verges, Mayo	25.00%	25.00%	World Wide
340303	Drunk by myself	Nas	Jones /Barnes/Olivier/West	50.00%	50.00%	World Wide
108388	Dusio	Brick	Brown/Hargis/Ransom	100.00%	100.00%	World Wide
86577	Eastenders Theme	Eastenders	May/Osborne	100.00%	100%	World Wide
83937	Eight Days A Week	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
83938	Eleanor Rigby	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
507808	Emotional Rollercoaster	Vivian Green	ERIC ROBERSON, OSUNLADE, VIVIAN GREEN	25.00%	25.00%	World Wide
28562	Emotions	Mariah Carey	Carey/Cliviles/Cole	50.00%	50.00%	World Wide
628248	Encore	Jay-Z	Cater/West	EMI 62.5% cleared / SONY 37.5%	37.50%	World Wide
44238	End Of The Road	Boyz II Men	Edmonds/Reid/Simmons	44.37%	44.37%	World Wide
284650	Entre Tus Brazos	Alejandro Fernandez	Fernandez/Estrada	100.00%	100.00%	World Wide
593896	Escapemonos	Marc Anthony	Estefano/Reyes	100.00%	100.00%	World Wide
273955	Especially For You	Kylie Minogue & Jason Donovan	Stock, Mike/Aitken/Waterman	33.34%	33.34%	World Wide
145494	Estoy Aqui	Shakira	Merbarak / Ochoa	100.00%	100.00%	World Wide
37753	Eternal Flame	Bangles	Steinberg/Kelly/Hoffs	66.67%	66.67%	World Wide
596161	Eternal Sunshine	Movie Theme	Brion	100.00%	100.00%	World Wide
24452	Every Little Step	Bobby Brown	Edmonds/Reid	67.50%	67.50%	World wide
83040	Every Little Thing She Does	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
	Every Sip	LL Cool J	Milsap/Mosely/Nesion/Smith	pending	pending	
521660	Everybody Hates Me	Tim McGraw	Beathard, Hill	50.00%	50.00%	World Wide

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83939	Everybody's Got Something To Hide	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
342943	Everybody Needs Somebody (To Love)	Blues Brothers	Burke/Russell/Wexler	11.11%	11.11%	World Wide
538815	Everything	Fefe Dobson	Dobson/Levine/McCollum	100.00%	100.00%	World Wide
130248	Everything	Safri Duo	Friis/Savery	100.00%	100.00%	World Wide
106555	Everything I Own	Bread	Gates, David A.	100.00%	100.00%	World Wide
243888	Everything is Everything	Lauryn Hill	Hill	100.00%	100.00%	World Wide
148074	Everytime I Close My Eyes	Babyface	Edmonds	100.00%	100.00%	World Wide
243884	Ex-Factor	Lauryn Hill	Hill, Hamish, Bergman, Bergman, Diggs, Woods, Hunter, Smith, Hawkins, Coles, Grice, Jones	60.00%	60.00%	World Wide
113002	Exhale (Shoop Shoop)	Whitney Houston	Edmons	100.00%	100.00%	World Wide
517476	Extraordinary	Liz Phair	Phair/Edwards/Spock/Christy	25.00%	25.00%	World Wide
552995	Fast Cars And Freedom	Rascal Flatts	Levox/Thrasher/Mobley	33.34%	33.34%	World Wide
48885	F*** With Dre Day	Dr. Dre	Young, Clinton, Spradley, Broadus, Shider	50.00%	50.00%	World Wide
550842	Fall to Pieces	Avril Lavigne	Malda, Lavigne	50.00%	50.00%	The Universe
527998	Fallen	Mya	Shelton/Veney/Hill/Bonfa/ Toledo	25.00%	25.00%	World wide
524013	Fallen	Sarah McLachlan	McLachlan	100.00%	100.00%	World X Canada
24252	Fantastic Voyage	Lakeside	Alexander / Beavers / Craig / Shockley / Stokes / Wood / Mccain / Shelby	100.00%	100.00%	Worldwide
132301	Fantastic Voyage (COOLIO VERSION)	Coolio	Alexander / Beavers / Craig / Shockley / Stokes / Wood / Mccain / Shelby/Lewis / Ivey / Dobbs	75.00%	75.00%	Worldwide
333018	Fatty Girl	Coolio	Barnes/Olivier/Smith/Williams/Murray/Bridges	62.50%	62.50%	World Wide
	Feel The Beat	LL Cool J	James Smith, Tim Mosley	pending	pending	
102771	Feeling So Good	Jennifer Lopez	Cartagena, Combs, Lopez, Rios, Rooney, Standard	25.00%	25.00%	Worldwide
100138	Feels So Right	Alabama	Owen	100.00%	100.00%	World Wide
	Fiera Inquieta	Angela Maria Forero	Uribe	100.00%	100.00%	World Wide
98468	Fight For Your Right	Beastie Boys	Rubin/Horowitz.Yauch	65.00%	65.00%	World Wide
516740	Fight Test	Flaming Lips	Stevens/Coyne/Fridmann/ Ivins/Drozd	75.00%	75.00%	World Wide
537379	First Day of My Life	Rasmus	Yloenen/Rantasalmi/Heinonen/Hakala	100.00%	100.00%	World Wide
83942	Fixing A Hole	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
544777	Flamboyant	Pet Shop Boys	Tennant/Lowe	100.00%	100.00%	World Wide
109018	Flower	Liz Phair	Phair	100.00%	100.00%	World Wide
54544	For All My Niggaz and Bitches	Snoop Dogg	Allen/Arnaud/Brown/Broadus/Young	50.00%	50.00%	World Wide
84107	Fool On The Hill	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
83943	For No One	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
526466	Forca	Nelly Furtado	Egton / West / Furtado	50.00%	50.00%	WW
315517	Forest	System of a Down	Malakian, Tankian, Odadjian, Dolmayan	100.00%	100.00%	World Wide
549174	Forgotten	Avril Lavigne	Kreviazuk/Lavigne	50% Sony/ATV Songs LLC	50.00%	Worldd Wide
61210	Fraggle Rock	Muppets	P. Balsam, D. Lee-D. Gillis?	100.00%	100.00%	World Wide
	Free	DESTINY'S CHILD	Knowles/Rowland/Dawers/Garrett/Williams	splits are pending		
74317	Friends In Low Places	Garth Brooks	Blackwell/Lee	50.00%	50.00%	World Wide
133431	Fu-Gee-La	The Fugees	Wycleff / Hill / Michel / Mognier / Remi / Marie	25.50%	25.50%	World Wide
57481	Fumblin Toward Ecstasy	Sarah McLachlan	McLachlan/Marchland	100.00%	100.00%	World Wide
527400	Funeral Song	Rasmus	Yloenen/Rantasalmi/Heinonen/Hakala	100.00%	100.00%	World Wide
20453	Gambler	Kenny Rogers	Schlitz, Don	100.00%	100.00%	World Wide
107450	Games People Play	Joe South	Joe South	100.00%	100.00%	World Wide
500277	Gay Bar	Electric Six	Spencer, Tyler	100.00%	100.00%	World Wide
523391	Georgia Rain	Yearwood	Rochelle/Hill	50.00%	50.00%	World
84113	Get Back	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00%	World Wide
330784	Get Free	The Vines	Nicholls	100.00%	100.00%	World X Australia/New Zealand
422719	Get Me A Dog	DMX	Blackman/Simmons/Taylor	25.00%	25.00%	World Wide
133984	Get This Money	Jay Z & R Kelly	Barnes/Kelly /Carter	25.00%	25.00%	World Wide
618558	Get Your Number	Mariah Carey	Jolley, John, Ingram, Swain, Carey, Dupri, Austin	27.50%	27.50%	World Wide
83949	Getting Better	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
75998	Getting' Jiggy Wit It	Will Smith	Rodgers / Edwards / Smith	30.00%	30.00%	Worldwide
	Getting Married	Nas		splits are pending		
78030	Ghetto Superstar	Pras	Pras/Jean/Gibb/Gibb/Gibb/Jones	15.00%	15.00%	World Wide
63425	GI Joe Cues	TV Show Music	Bryant / Douglas / Walsh	100.00%	100.00%	Worldwide
45791	Gin And Juice	Dr. Dre	Young/Adams/Arrington/ Casey/ Finch/Turner/ Webster/Washington	5.00%	5.00%	World Wide
83950	Girl	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
619089	Girl	Beck	Hansen, King, Simpson	70.00%	70.00%	World Wide
619317	Girl	DESTINY'S CHILD	Davis, Robinson, Knowles, Williams, Douthit, Rowla	19.00%	19.00%	World Wide
234694	Girls	Beastie Boys	Rubin/Horowitz	75.00%	75.00%	World Wide
	Girls	Cam'ron feat. Mona Lisa	Giles/Hazard/Charlemagne	75.00%	75.00%	World Wide
40179	Girl You'll Be A Woman Soon	Neil Diamond	Diamond	100.00%	100.00%	WW
33102	Girls Just Wanna Have Fun	Cindi Lauper	R. Hazard	100.00%	100.00%	World Wide
84114	Give Peace A Chance	John Lennon	J. Lennon	64.167% Sony, 35.833 EMI	100.00%	World Wide
447669	Glamour and Pain	Joe Jackson	Joe Jackson	100.00%	100.00%	World Wide
83951	Glass Onion	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide

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[illegible]	[illegible]	[illegible]	[illegible]	US Recovery [illegible]	[illegible] Worldwide Recovery [illegible]
525336	Go	Common feat. John Mayer	Mayer/Lynn/Lewis/West	20.00%	20.00% World Wide
522806	God Is A DJ	Pink	Mann/Davis/Pink	90.00%	90.00% World Wide
500255	God Is Real	India Aire	arie/sanders/ramsey	25.00%	25.00% World Wide
503494	God's Will	Martina McBride	Douglas/Dean	50.00%	50.00% Worldwide
105219	Going Back To Cali	Notorious B.I.G.	Wallace/Harvey/Troutman/	31.25%	31.25% WW
84115	Golden Slumbers	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00% World Wide
595035	Golden Touch	Razorlight	Johnny Borrell	100.00%	100.00% World Wide
106532	Goldfinger	Goldfinger	L. Bricusse, A. Newley, J. Barry	100.00%	100.00% World Wide
304028	Gone	Montgomery Gentry	Diplero/Steele	50.00%	50.00% World Wide
77167	Gone Til November	Wyclef Jean	Jean, Wyclef	100.00%	100.00% Worldwide
487828	Goodbye Time	Blake Shelton	Hicks/Murrah	100.00%	100.00% World Wide
83952	Good Day Sunshine	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
111148	Good Die Young	50 Cent	West/Jackson	50.00%	50.00% World Wide
500259	Good Man	India Aire	Baker/Ramsey/Sanders/Simpson	25.00%	25.00% World Wide
83953	Good Morning	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
447674	Got the Time	Joe Jackson	Joe Jackson	100.00%	100.00% World Wide
53742	Good Times	Chic	Rogers, Nile G. , Bernard Edwards	50.00%	50.00% World Wide
106719	Got To Get It	Sisqo	West / Andrews	40.00%	40.00% Worldwide
83955	Got To Get You Into My Life	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00% World Wide
609979	Gotta Go Gotta Leave (Tired)	Vivian Green	Green/Bervine	25.00%	50.00% World Wide
631745	Greedy	Lyfe	Jennings	100.00%	100.00% World Wide
1740	Green Green Grass Of Home	Tom Jones; Porter Wagoner	Putman	100.00%	100.00% US, Canada, Latin America
104094	Guerilla Radio	Rage Against The Machine	De La Rocha/ Commerford/ Morello/Wilk	100.00%	100.00% World Wide
527397	Guilty	Rasmus	Yloenen/Rantasalmi/Heinonen/Hakala	100.00%	100.00% World Wide
523034	Ha Ha	Tamyra Gray	Watters/Biancaniello/ Gray	25.00%	25.00% World Wide
510191	Hands Up	TLC	Babyface, Simmons	75.00%	75.00% World Wide
422853	Hang On Sloopy	Aaron Carter	Russell/Farrell	16.67%	16.67% World Wide
38701	Hang On To Your Love	Sade	Mathewman, Adu	100.00%	100.00% World Wide
83956	Happiness Is A Warm Gun	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
447682	Happyland	Joe Jackson	Joe Jackson	100.00%	100.00% World Wide
82931	Happy Radio (City Till I Die)	Bradford	Edwin Starr	100.00%	100.00% World Wide
83957	Hard Day's Night	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00% World Wide
35866	Hard Workin' Man	Brooks & Dunn	Dunn	100.00%	100.00% World Wide
15577	Have You Forgotten?	Solar	Weeks, Malone, Moran	100.00%	100.00% World Wide
324696	Have You Ever Been In Love	Celine Dion	Bagge, Laila/Bagge, Anders/Hall/Nichols/Astrom	5.00%	5.00% World Wide
53994	Have You Ever Really Loved A Woman	Bryan Adams	Adams/Lange/Kamen	33.33%	33.33% World wide
1860	He Stopped Loving Her Today	George Jones	Braddock/Putman	100.00%	100.00% World Wide
549179	He Wasn't	Avril Lavigne	Kreviazuk/Lavigne	50% Sony/ATV Songs LLC	50.00% World Wide
595354	Headsprung	LL Cool J	James Smith, Tim Mosley	50.00%	50.00% World Wide
1900	Heartbreak Hotel	EMs Presley	Axton/Durden/Presley	100.00%	100.00% World Wide
87116	Hearts Are For When You Want To Love Someone	George Burns/Collin Raye	Gordon/Paxton	50.00%	50.00% Worldwide
105221	Heed The Word Of The Brother	X-Clan	R. Troutman/Worrell/Collins/Clinton/Hunter/	15.63%	15.63% Worldwide
447684	Hell of a Town/Prelude	Joe Jackson	Joe Jackson	100.00%	100.00% World Wide
83958	Hello Goodbye	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00% World Wide
83960	Help	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00% World Wide
527373	Help Pour Out The Rain	Buddy Jewell	Jewell	100.00%	100.00% World Wide
83961	Helter Skelter	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
329533	Here I Am	Bryan Adams	Adams/Zimmer/Peter	25.00%	25.00% World Wide
537494	Here For The Party	Gretchen Wilson	Wilson/Rich/Alphin	33.33%	33.33% World Wide
83962	Here There & Everywhere	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
78142	Here's A Quarter	Travis Tritt	Tritt	100.00%	100.00% World Wide
450542	Hey Good Lookin'	Jimmy Buffett	Williams	100.00%	100.00% World Wide
83964	Hey Jude	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00% World Wide
277234	Hey Lady	Cam'ron feat Freeaky Zeeaky	C.Giles,E.Jiles, V.Babb,F.Visosky, L.Troutman, R.Troutman	33.34%	33.34% World Wide
260306	Hey Lover	LL Cool J	Smith/Temperton	25.00%	25.00% World Wide
113011	Hey Now	Oasis	Noel Gallagher	100.00%	100.00% World Wide
	Hi Hi (Puffy Ami Yumi Show Theme)	Puffy Ami Yumi	Puffy Ami Yumi / Andy Sturmer	25.00%	25.00% World Wide
330799	Highly Evolved	The Vines	Nicholls	100.00%	100.00% World X Australia/New Zealand
325097	Hindu Times	Oasis	Noel Gallagher	100.00%	100.00% Worldwide
96950	HIT ME WITH YOUR BEST SHOT	PAT BENATAR	E Schwartz	100.00%	100.00% Worldwide
110976	Hits From the Bong	Cypress Hill	Hurley/Wilkins/Muggerud/Freeze	50.00%	50.00% Worldwide
98462	Hold It Now, Hit It	Beastie Boys	Horovitz/Rubin/Yauch	25.00%	25.00% World Wide
33438	Hold The Line	Toto	Paich	100.00%	100.00% World Wide
543432	Hold Ya Head	Tupac Shakur	Anderson Daryl L, Shakur Tupac Amaru, Troutman Roger, Vincent Stan	50.00%	50.00% World Wide
614385	Hold You Down	J-Lo	Troutman/Rooney/Back, Riddick, Cartegena, Christopher, Bruno,	38.00%	38.00% World Wide
133699	Home and Dry	Pet Shop Boys	Tennant/Lowe	100%	100% World wide

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447688	Home Town	Joe Jackson	Joe Jackson	100%	100% World Wrd
537502	Homewrecker	Gretchen Wilson	Wilson/Teren/Rutherford	33%	33% World Wide
83966	Honey Pie	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
497329	Honkytonkville	George Strait	Brock/Rutherford/Williams	100.00%	100.00% World Wide
302355	Hot Like Fire	Jessica Simpson	Rooney	100.00%	100.00% World Wide
451858	Hot Mama	Trace Atkins	Shapiro/Beathard	100.00%	100.00% World Wide
94938	Hotel	Cassidy feat. R Kelly	Edwards/Rogers/Reese/ Dean/ Kelly	20.00%	20.00% World Wide
593844	Hour Glass	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.	100.00%	100.00% WW
543091	House In California	Keb' Mo	Nicholson/Moore	50.00%	50.00% World Wide
451154	Hovi Baby	Jay Z	Edmonds/Carter	50.00%	50.00% World Wide
138377	How Am I Doin'	Djerks Bently	Bentley/X	50.00%	50.00% World Wide
209701	How Deep Is Your Love	Dru Hill	Cousin/Andrews/Campbell/Ruffin	20.00%	20.00% World Wide
	How Do You Know	Gemini	Tommy Faragher, Nick Howard	100.00%	100.00% World Wide
549178	How Does It Feel	Avril Lavigne	Kreviazuk/Lavigne	50.00%	50.00% World Wide
133392	How Many Mics	The Fugees	Hill/Jean/Michel	100.00%	100.00% World Wide
110127	How To Rob	50 Cent	Barnes/Oliver/Casey/Finch/ Jackson/Angelettie	20.00%	20.00% World Wide
611015	How We Do	The Game	Mason, Young, Jackson, Elizondo, Hughes, Deyo, Taylor	50.00%	50.00% World Wide
44252	Humpin' Around	Bobby Brown	Edmonds/Reid/Simmons	28.35%	28.35% World Wide
	Husbands and Wives	Brooks & Dunn	Miller	100.00%	100.00% World Ex Denmark, Finland, Iceland, Sweden, Norway, Italy, British Isles, Eire, S. Africa, Australia, and France
2141					
107468	Hush	Larry Williams / Deep Purple	Joe South	100.00%	100.00% World Wide
600983	Hush	LL Cool J feat. 7 Aurelius	Smith/Aurelius/Graham/Mims/Bushnell	35%	35.00% World Wide
631743	Hypothetically	Lyfe	Jenkings	100%	100.00% World Wide
83987	I Am The Walrus (Fr 'Magical Mystery Tour)	Beatles	Mc Cartney, Paul , John Lennon	66.66%	100.00% World Wide
495652	I Believe	Diamond Rio	Kees/Ewing	100.00%	100.00% World Wide
553521	I Believe	Fantasia (Am. Idol)	Gray/Walters/Biancaniello)	33.34%	33.34% World Wide
631741	I Can't	Lyfe	Jenkings	100.00%	100.00% World Wide
195889	I Can't Live Without My Radio	LL Cool J	Smith/Rubin	87.50%	87.50% World Wide
338331	I Can't Read You	Daniel Bedingfield	Bedingfield	100.00%	100.00% World Wide
448192	I Can't Stop Loving You	Don Gibson	Gibson	100.00%	100.00% World Wide
289261	I Can't Take It No More Remix	3l W	Barnes/Olivier/Jones/Epps/Ravier/Jones/Grey	50.00%	50.00% World Wide
51357	I Could Fall In Love	Selena	Thomas	100.00%	100.00% Worldwide
255121	I Didn't Know My Own Strength	Lorrie Morgan	Byrne / Bowles	25.00%	25.00% Worldwide
51675	I Don't Want To Know	Fleetwood Mac	Stevie Nicks	100.00%	100.00% World Wide
37787	I Drove All Night	Celine Dion/Cyndi Lauper	Steinberg/Kelly	100.00%	100.00% Worldwide
83971	I Feel Fine	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00% World Wide
151907	I Get Around	Tupac Shakur	Brooks Ronald R, Jacobs Gregory F, Murdock Shirley J, Shakur Tupac Amaru, Troutman Larry, Troutman Roger	35.00%	35.00% World Wide
255595	I Go Back	Kenny Chesney	Chesney	100.00%	100.00% World Wide
498268	I Got A Feelin'	Billy Currington	Beathard/Currington/Chamberlain	33.33%	33.33% World Wide
298701	I Got A Story to Tell	Notorious B.I.G	Anthony Best, Sean Puffy Combs, Chucky Thompson, Christopher Wallace	10.00%	10.00% WW
2321	I Gotta Get Drunk	Willie Nelson	Nelson	100.00%	100.00% World excluding Australia, New Zealand, Belgium, Brazil, UK, Germany, Austria, Switzerland, Italy, Scandinavia, Greece, Holland, South Africa
614400	I Hate Myself For Losing You	Kelly Clarkson	Solomon/Harry/Dioguardia	33.34%	33.34% USA and Canada Only
104117	I Just Died In Your Arms Tonight	Cutting Crew	Eede	100.00%	100.00% World Wide
105435	I Keep Looking	Sara Evans	Evans / Shapiro / Martin	91.66%	91.66% Worldwide
609553	I Love	J-Lo	Rooney, Kelly, Robinson	50.00%	50.00% Worldwide
107832	I Love The Nightlife	Alicia Bridges	Bridges/Hutcheson	100.00%	100.00% World Wide
623252	I Love This Bar	Toby Keith	Keith/Emerick	50.00%	50.00% World Wide
80180	I Love You	Martina McBride	Hyler / Follese / Follese	33.33%	33.33% World ex. Italy
123833	I Melt	Rascal Flatts	Levox/Thrasher	33.34%	33.34% World Wide
107320	I Miss My Friend	Darryl Worley	Martin / Nesler / Shapiro	58.33%	58.33% Worldwide
24295	I Miss You	Klymaxx	Malsby	100.00%	100.00% World Wide
77693	I Need Love	LL Cool J	Smith/ Ervin/Ettinger/Pierce/ Simon	56.25%	56.25% World Wide
103292	I Need To Know	Marc Anthony	Rooney/Anthony	100.00%	100.00% World wide
274815	(I Never Promised You A) Rose Garden	Martina McBride	Joe South	100.00%	100.00% World Wide
450545	I Saw The Light	Hank Williams	Hank Williams	100.00%	100.00% World Wide
318139	I See Right Through You	DJ Encore featuring Engelina	Hemmeth, Andreas Bang - Larsen, Engelina - Parsberg, -Michael - Stavnstrup, Jakob	89.33%	89.33% World Wide
110650	I Should Be So Lucky	Kylie Minogue	Stock/Aitken/Waterman	33.34%	33.34% World wide
83989	I Should Have Known Better	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
29513	I Sometimes Wish I Was Dead	Depeche Mode	Clarke	100.00%	100.00% World Wide
410993	I Still Love You	Next	Johnson/Bristol/Edmons/Tolbert/Lighty/Huggar/Brown/Clowers	29.28%	29.28% World Wide
106772	I Think I'm In Love With You	Jessica Simpson	Rooney/Shea/Mellencamp	16.67%	16.67% World Wide
37789	I Touch Myself	The Divinyls	Kelly, Tom / Steinberg, William E.	60.00%	60.00% World Wide
110829	I Wanna Be With You	Mandy Moore	Thomas/ Peiken/ Arbuckle	65.00%	65.00% World wide
108784	I Wanna Love You Forever	Color Me Badd	Louis Biancaniello ,Walters, Samuel J.	50.00%	50.00% World Wide
111068	I Want Candy	Bow wow wow/Aaron Carter	Feldman/Goldstein/Berns/Gottehrer	75.00%	75.00% US
338354	I Want To Live	Josh Gracin	James/Rutherford	50.00%	50.00% World Wide
304059	I Want To With You	Leann Rimes	Shapiro/Rutherford	50.00%	50.00% World Wide
196018	I Want You	LL Cool J	Rubin / Smith	87.50%	87.50% World Wide
519023	I Want You	Thalia feat. Fat Joe	Rooney/Bruno/Cartagena/ Russell	20.00%	20.00% World Wide

SCHEDULE A

Song Title	Artist	Writer(s)	Pub Share	Pub Share	Territory
I Want Your Love	Chic	Edwards / Rodgers	50% Sony/ATV Songs LLC	50.00%	Worldwide
53761					
83996 I Will	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100%	World Wide
480565 I Will Be Here For You	Michael W. Smith	Smith/Warren	50.00%	50.00%	World Wide
56937 I Will Remember You	Sarah McLachlan	McLachlin/Egan/Morenda	40.00%	40.00%	World excluding Canada
I Wonder If Heaven Got A Ghetto (Hip Hop Version)	Tupac Shakur	Goodman Larry Darnell, Mc Dowell Derrick, Shakur Tupac Amaru, Troutman Larry, Troutman Roger	25.00%	25.00%	World Wide
168752					
I.E.A.I.A.I.O.	System of a Down	Malakian, Tankian, Odadjian, Dolmayan, Phillips, Larson, Pfisler	85.50%	85.50%	World Wide
446369					
Ice Ice Baby	Vanilla Ice	Johnson/Van Winkle/Brown	6.66%	6.66%	World Wide
45900					
106561 If	Bread	Gates David A	100.00%	100.00%	World Wide
447340 If Heaven	Andy Griggs	Peters	100.00%	100.00%	World Wide
196772 If I Needed Someone	Beatles	Harrison	100.00%	100.00%	World Wide
292324 If I Want To	Usher	Troutman/Edmonds/Dupri/Wallace/Cox/Harvey/Usher	25.94%	25.94%	World Wide
553487 If She Were Any Other Woman	Buddy Jewell	Beavers/Lovelace/Harrington	33.34%	33.34%	World Wide
If The World Was Mine	Nas		SPLITS PENDING		
128530 If U Be My Baby	Stevie Brock	Bowen/Nystrom/Calderon	33.33%	33.33%	World Wide
102019 If Ya Getting Down	Five	Conlon / Brown / Breen / Stannard / Gallagher / Cleveland	25.00%	25.00%	Worldwide
317504 If You Come To Me	Atomic Kitten	Stannard/Gallagher/Howes/Harrington/Murphy	20.00%	20.00%	World Wide
527482 If You Ever Stop Loving Me	Montgomery Gentry	DePietro/Shapiro/Rutherford	66.66%	66.66%	World Wide
If You Had My Love	J-Lo	Lopez, Jennifer L. , Mark Rooney, Lashawn Daniels, Fred Jerkins III, Rodney Jerkins	15.00%	15.00%	World Wide
99466					
If You Tolerate This Your Children		Bradfield/Jones/Moore	100.00%	100.00%	Worldwide
198706 Will Be Next	Manic Street Preachers				
549320 If You Walk Away	Fefe Dobson	Levine, Dobson	75.00%	75.00%	Worldwide
106825 If You're Gonna Play In Texas	Alabama	Kellum/Mitchell	12.50%	12.50%	World Wide
505037 If You're Not The One	Daniel Bedingfield	Daniel Bedingfield	100.00%	100.00%	World Wide
163568 I'll Be Okay	Amanda Marshall	Wells/Clarke	25.00%	25.00%	World Wide
83977 I'll Follow The Sun	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
47425 I'll Make Love To You	Boyz II Men	Edmonds	100.00%	100.00%	World Wide
46880 I'll Never Forgive My heart	Brooks & Dunn	Dunn/Dunn/Dillon	100.00%	100.00%	World Wide
130134 I'll Think Of A Reason Later	Lee Ann Womack	Martin / Nichols	37.50%	37.50%	Worldwide
54494 I'm A Believer	Monkeys	Diamond	75.00%	75.00%	World Wide
522811 I'm A Rough Ryder	Drag-On	Qualtes/Smalls/Williams/Davis	25.00%	25.00%	World Wide
118309 I'm A Thug	Trick Daddy	Vanhoy/Young/Duggins	50.00%	50.00%	Worldwide
I'm About To Get Her	LL Cool J	Homes/Kelly/Riley/Smith/Williams	pending	pending	
I'm Already There	Lonestar	McDonald/Myers/Baker	33.34%	33.34%	World Wide
104231					
77938 I'm Bad	LL Cool J	Smith/Simon/Ervin	56.25%	56.25%	World wide
167204 I'm Coming Out	Diana Ross	Edwards, Bernard - Rodgers, Nile Gregory	50.00%	50.00%	World wide
505095 I'm Glad	Jennifer Lopez	Rooney/Lopez/ Oliver/Weaver	80.00%	80.00%	World wide
130268 I'm Gonna Be Alright	Jennifer Lopez	Lopez/Rooney/Oliver/Cook/ Lapread	80.00%	50.00%	World wide
298354 I'm Just Talking About Tonight	Toby Keith	Emerick/Keith	50.00%	50.00%	World wide
83954 I'm Looking Through You	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
I'm Only Sleeping	Beatles	Lennon / Mccartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
83985					
	Anastacia	Anastacia, Sam Watters, Louis Biancaniello	42.50%	42.50%	
106757 I'm Outta Love					Worldwide
130263 I'm Real	Jennifer Lopez	J. Lopez T. Oliver, C. Rooney, L.E.S.	47.50%	47.5	
83986 I'm So Tired	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
I'm That Type of Guy	LL Cool J	Ettinger/Simon/Smith	25.00%	25.00%	World Wide
76005					
I'm Your Baby Tonight	Whitney Houston	L.A. Reid, Babyface	62.50%	62.50%	World Wide
27846					
In Another World	Joe Diffie	Shapiro / Wilson / Yeary	33.33%	33.33%	Worldwide
103171					
91456 In My Life	Beatles	Lennon John/Mc Cartney Paul	100.00%	100.00%	World Wide
91456 In My Life	Juvenile Feat Manny Fresh	Lennon John/Mc Cartney Paul	100.00%	100.00%	World Wide
527412 In My Life	The Rasmus	Ylonen,Lauri/Heinonen,Eero/Rantasal	100.00%	100.00%	World Wide
289714 In My Lifetime	Jay-Z	Romeo/Barks/Browne/Carter	48.00%	48.00%	World Wide
106531 In The Ghetto	Presley, Elvis	M Davis	75.00%	75.00%	World Wide
527402 In the Shadows	Rasmus	Ylonen/Rantasalmi/Heinonen/Hakala	100.00%	100.00%	World Wide
58345 In The Summertime	Mungo Jerry	Ray Dorset	50.00%	50.00%	World Wide
05212 In This Skin	Jessica Simpson	Fusari/Hamon/Simpson	33.34%	33.34%	World Wide
131672 In Your Eyes	Kylie Minogue	Stannard / Minogue / Gallagher / Howes	25.00%	25.00%	Worldwide
38104 In Your Room	The Bangles	Steinberg, Kelly, Hoffs	66.67%	66.67%	Worldwide
80153 Independence Day	Carrie Underwood	Gretchen Peters	100.00%	100.00%	World Wide
113540 Independent Women Part 1	Destiny's Child	Rooney,Mark/ Barnes,Samuel/ Olivier,Jean Claude / Knowles,Beyonce	100.00%	100.00%	Worldwide
449636 Indian Outlaw	Tim McGraw	Loudermilk / Simmons / Barnes	33.34%	33.34%	World Wide

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524128	Industry	Wyclef Jean	Jean/Duplessis/Whitherspoon/Riser/Dean	37.50%	37.50% World Wide
448363	Innervision	System of a Down	Malakian, Tankian, Odadjian, Dolmayan	100.00%	100.00% World Wide
135133	Innocent	Our Lady Peace	Coutts/Maida/Taggart	100.00%	100.00% World Wide
129519	Insatiable	Darren Hayes	Hayes / Afanasieff	50.00%	50.00% Worldwide
99447	Is Anybody Home	Our Lady Peace	Maida/Lanni	50.00%	50.00% Worldwide
447697	Is She Really Going Out With Him?	Joe Jackson	Joe Jackson	100.00%	100.00% World Wide
298013	It's a Sin	Pet Shop Boys	Tennant/Lowe	100.00%	100.00% World Wide
114251	It's Alright To Be A Redneck	Alan Jackson	MacLaughlin / Kenner	1250.00%	12.50% Worldwide
501148	It's Getting Better All the Time	Brooks & Dunn	Cook/Bowman	100.00%	100.00% Worldwide
24952	It's No Crime	Babyface	Edmonds/Reid/Simmons	41.67%	41.67% World Wide
117318	It's No Secret	Kylie Minogue	Aitken/Stock/Waterman	33.34%	33.34% World Wide
83991	It's Only Love	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
340959	I've Got You	ANTHONY*MARC	Rooney, Dioguardi	75.00%	75.00% WW
83993	I've Just Seen A Face	Beatles	Lennon / Mccartney	66.67% Sony, 33.33% EMI	100.00% World Wide
167953	Jacking 4 Beats	Ice Cube	Baker/Barbata/Ice Cube/Jones/Kaylan/Nichol/Pons	9.38%	9.37% World Wide
450481	Jambalaya	Hank Williams	Hank Williams	60.00%	60.00% US
98710	James Dean	Daniel Bedingfield	Bedingfield, Daniel	100.00%	100.00% World Wide
197385	Jazzie's Groove	Soul II Soul	Hooper/Romeo	50.00%	50.00% World Wide
517063	Jenny From the Block	J-Lo	Oliver, Oliver, Deyo, Lopez, Oliver Barnes	9.20%	9.20% World Wide
81942	Jenny Jenny	Little Richard	Johnson Enotris/Penniman Richard W	100.00%	100.00% World Wide
518391	Jeopardy Theme	n/a	Griffen	100.00%	100.00% World Wide
118727	Jezebel	Chely Wright	Hummon / Demarcus	50.00%	50.00% Worldwide
126843	Jigga That Nigga	Jay-Z	Carter / Olivier / Barnes	33.34%	33.34% Worldwide
78011	Jingling Baby	LL Cool J	Smith/Coffey/Simon	40.31%	40.31% World Wide
195774	Johnny Feel Good	Liz Phair	Phair	100.00%	100.00% World Wide
228907	Juke Box Music	The Kinks	Ray Davies	100.00%	100.00% USA and Canada Only
83997	Julia	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00% World Wide
213979	Jump (For My Love)	The Pointer Sisters	Mitchell/Sharron/Skardina	16.66%	33.33% World Wide
111335	JUMPIN' JUMPIN'	DESTINY'S CHILD	Elliot, Knowles, Moore, Alexander	50.00%	50% Worldwide
332222	JUSQU'A ME PERDRE	Carou	ADAMS BRYAN, KENNEDY ELIOT JOHN	87.50%	8750% Worldwide
806532	Just A Moment	Nas	B.H. Edwards/Jones, N./L. David Lewis/Peacock, C./Rodgers, N.	25.00%	25% Worldwide
447702	Just Because	Joe Jackson	Joe Jackson	100.00%	100% World Wolde
38065	Just Can't Get Enough	Depeche Mode	V. Clarke	100.00%	100.00% World Wide
60776	Just Once	N/a	Mann/Weill	100.00%	100.00% World Wide
130109	Just To See You Smile	Tim McGraw	Nesler / Martin	37.50%	37.50% Worldwide
181778	Kaleidoscope Skies	Jam & Spoon	Eilmer/Lonich/Bacharach/Hal/Loefel	31.50%	31.50% World Wide
450707	Kaw-Liga	Hank Williams	Williams/Rose	100.00%	100.00% World Wide
52750	Keep their heads ringin'	Dr. Dre	Brown, Chisholm, Cooks, Yound Robinson, Speed, Anderson	25.00%	25.00% World Wide
167980	Keep Ya Head Up	2 Pac	Troutman/Shakur/Anderson	31.25%	31.25% World Wide
100165	Keepin' Up	Alabama	R. Fowler/T. Gentry/R. Owen/R. Rogers	100.00%	100.00% World Wide
526873	Keg In The Closet	Kenny Chesney	Chesney/James/Onaly	100.00%	100.00% World Wide
50651	Kentucky Woman	Neil Diamond	Neil Diamond	100.00%	100.00% World Wide
330838	Ketchup Song	Las Ketchup	Ruiz/Benito	100.00%	100.00% World Wide
109219	Key Largo	Bertie Higgins	Higgins E Elbert Joseph/Limbo Sonny	75.00%	75.00% World Wide
536123	Key Lime Pie	Kenny Chesney	Chesney, Anderson, Cannon	33.34%	33.34% World Wide
67111	Killing Me Softly With His Song	Roberta Flack; Fugees	Fox Charles/Gimbel Norman	50.00%	50.00%
3328	KING OF THE ROAD	ROGER MILLER	Roger Miller	100.00%	100% Worldwide excluding UK, S.Africa, Benelux, Scandinavia, Australasia, Italy, France, Brazil, Argentina, Chile, Uruguay, Germany, Austria, Japan
819217	Kirikirimal	Orange Range	Orange Range	100.00%	100% World EX Japan
156596	Kissing You	Des'ree	Weeks/Attack	50.00%	50.00% World Wide
	Knock Three Times	Tony Orlando & Dawn	Brown/Levine	Sony/Lastrada 55%	55% World Wide
333919	Kusha Las Playas	Las Ketchup	Ruiz/Munoz/Munoz/Munoz	100.00%	100% World Wide
276686	La Bomba	King Africa	Zambrano,Fabio	100.00%	100.00% World Wide
244232	La Brisa	Queco	Francisco Manuel Ruiz Gomez	100.00%	100% World Wide
595291	La Locura	Yahir	Alejandro Jaen, Rafael Vergara, William Paz	33.34%	33% World Wide
	La Tortura	Shakira		100.00%	100% World Wide
114280	Lady (Hear Me Tonight)	Modjo	Rodgers / Edwards / Destagnol / Tranchart	25.00%	25% World
100143	Lady Down On Love	Alabama	Owen	100.00%	100% world Wide
83998	Lady Madonna	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
552250	Laid To Rest	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100.00%	100.00% WW
51686	Landslide	Dixie Chicks	Stevie Nicks	100.00%	100.00% World Wide
59469	Last Night	Az Yet	Edmonds/Andes	50.00%	50.00% World Wide
79130	Laughter In The Rain	Neil Sedaka	Cody Phillip/Sedaka Neil	12.50%	12.50% WW
212301	Lawdy Miss Clawdy	Elvis Presley	Price	100.00%	100.00% World Wide
53778	Le Freak	Chic	Rogers, Nile G. , Bernard Edwards	50.00%	50.00% World Wide
524335	Learn Chinese	Jin feat. Wyclef Jean	Jean/Brown/Duplessis/Auyeung	10.00%	10.00% World Wide
249388	Let Forever Be		Gallagher, Rowland, Simons	50.00%	50.00% World Wide
84119	Let It Be	Beatles	Lennon John/Mc Cartney Paul	64.167% Sony, 35.833 EMI	100.00% World Wide
508005	Let's Be Us Again	Lonestar	McDonald/James/Derry	33.34%	33.34% World Wide
831767	Let's Do This Right	Lyfe	Jennings.	100.00%	100.00% World Wide
40758	Let's Go To Vegas	Faith Hill	Staley, Karen R.	100.00%	100.00% World Wide
60282	Let's Make A Night To Remember	Bryan Adams	Adams/Lange	40.00%	40.00% World Wide
114809	Life	Our Lady Peace	Maida/Lanni/Taggart/Coutts	80.00%	80.00% Worldwide
228979	Life Goes On	The Kinks	Ray Davies	100.00%	100.00% USA and Canada Only

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62449	Life Turned Her That Way	Ricky Van Shelton	Howard	100.00%	100.00% World Wide
37791	Like A Virgin	Madonna	Kelly, Thomas F. , Steinberg, William E.	100.00%	100.00% World Wide
	Lipstick	Alejandro Guzman	Child/Domaniewksi/Greene/Guzman/Horovitz/Nguy	25.00%	25.00% World Wide
	Little Bitty	Tom T. Hall/Alan Jackson	Hall	100.00%	100.00% World Wide
449649					
327240	Little by Little	Noel Gallagher	Gallagher	100.00%	100.00% WW
60632	Little Goodbyes	SheDaisy	Greenberg/Deere/Osborn	33.34%	33.34% Worldwide
46879	Little Miss Honky Tonk	Brooks & Dunn	Dunn	100.00%	100.00% World Wide
	Live Now	Nas		SPLITS PENDING	
84120	Long & Winding Road	Beatles	Lennon John/Mc Cartney Paul	64.167% Sony, 35.833 EMI	100.00% World Wide
014584	Long As You Come Home	Brooke Valentine	Randolph / Spencer / Smith / Milsap / Spencer / Johnson	50.00%	50.00% World Wide
129698	Long Black Train	Josh Turner	Turner	100.00%	100.00% World Wide
	Long Tall Sally	Little Richard	Penniman/Johnson/Blackwell	100.00%	100.00% World Wide
82975.					
599802	Lose My Breath	Destiny's Child	Jerkins/Garrett/Knowles/Rowland,N. Williams/Jerkins III/ Daniels, Carle	24.16	24.16% World Wide
109034	Losing Lisa	Ben Folds	Ben Folds, Fratty Hynes	95.00%	95% World Wide
825472	Lost In Hollywood	System of a Down	Tankian / Malakian	100.00%	100% World Wide
	Love At First Sight	Kylie Minogue	Minogue/ Stanard/ Gallagher/ Howes/ Harrington	20.00%	20.00% Worldwide
131673					
537911	Love Doesn't Live Here No More	Ricky Fante	Deutsch/Fante/Harris/Kats	25.00%	25.00% Worldwide
	Love Like This	Faith Evans	Rodgers/Edwards/Combs/Evans/ Emery/Lawrence/Crawford	25.00%	25.00% World Wide
91508					
20538	Love of a Lifetime	Firehouse	Snare/Leverty	100.00%	100.00% World Wide
14201	Love Overboard	Gladys Knight	Calloway	25.00%	25.00% World Wide
131646	Love You Out Loud	Rascal Flatts	James/Wilson	100.00%	100.00% World Wide
84003	Lovely Rita	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
133892	Lover I Don't Have To Love	Bright Eyes	Oberst	100.00%	100.00% World Wide
601917	Lover's Ghetto	Angie Stone	Temperton, Moore, Randolph, Smith, Spencer	50.00%	50.00% World Wide
35525	Lovin' All Night	Patty Loveless	Crowell	100.00%	100.00% World Wide
527801	Loving Days	Kylie Minogue	Stannard/Minogue	25.00%	25.00% World Wide
601760	Lua	Bright Eyes	Oberst	100.00%	100.00% World Wide
150791	Luchini	Camp Lo	Randolph / Spencer / Smith / Wallace / Wilds / Willis	50.00%	50.00% World Wide
82969	Lucille	Kenny Rogers	Bowling Roger Dale/Bynum Hal	100.00%	100.00% World Wide
84004	Lucy In The Sky With Diamonds	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
509499	Luv U Better	LL Cool J	Smith/Williams/Hugo	33.34%	33.34% World Wide
619457	Lyla	Oasis	Gallagher, Noel	100.00%	100.00% World Wide
48891	Lyrical Gangbang	Dr. Dre	Allen/Broadus/Brown/Collins/Hathaway/Young	5.00%	5.00% World Wide
237986	Ma Baker	Boney M	Jay/Reyam/Farian	100.00%	100.00% World Wide
631762	Made Up My Mind	Lyle	Jennings	100.00%	100.00% World Wide
60978	Madman	Silverchair	Johns	100.00%	100.00% World wide
	Magical Mystery Tour	Beatles	Lennon, John W. McCartney, Paul	66.67% Sony, 33.33% EMI	100.00% World Wide
84005					
106570	Make It With You	Bread	Gates David A	100.00%	100.00% World Wide
3842	Make The World Go Away	Elvis Presley	Cochran	100.00%	100.00% World Wide
517522	Making Love For Fun	Enrique Iglesias	Fishbein/Iglesias/Dioguardi/Morales/Siegel	5.00%	5.00% World Wide
497555	Making Memories Of Us	Keith Urban	R. Crowell	100.00%	100.00% World Wide
	Mama Said Knock You Out	LL Cool J	Smith/Williams/Morrison/Stewart/Jacobs/Clinton/Collins/McCants/McCants	7.42%	7.42% World Wide
285759					
602006	Mamas Dont Let Your Babies Grow Up To Be Cowboys	Willie Nelson/Waylon Jennings	Bruce/Bruce	100.00%	100.00% World Wide
101240	Maria Maria	Santana	Jean/Duplessis/Santana/Perazzo/Rekow	65.00%	65.00% World Wide
228018	Marmalade	System of a Down	Malakian, Tankian, Odadjuan, Dolmayan	100.00%	100.00% World Wide
101168	Marrakesh Express	Crosby, Stills & Nash	G. Nash	100.00%	100.00% World Wide
84006	Martha My Dear	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
553385	Mass Destruction	Faithless	Fraser / Bentovim / Armstrong / Nut	26.67%	26.67% World Wide
84121	Maxwell's Silver Hammer	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00% World Wide
196437	Maybe I'm Amazed		McCartney	64.167% Sony, 35.833 EMI	100.00% World Wide
505811	Maybe This Christmas		Sexsmith	100.00%	100.00% World Wide
598617	Me Dedique a Perderte	Alejandro Fernandez	Garcia	100% Sony Music ent Mx, S.A. De C.V.	100.00% WW
35323	Me Estoy Enamorando	La Mafia	Larrinaga	100.00%	100.00% World Wide
84122	Mean Mr. Mustard	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00% World Wide
83303	Meet Me In Montana	Jo Dee Messina	Goodrum / Maher	100.00%	100.00% world wide
24351	Meeting In The Ladies Room	Klymaxx	Calloway/Calloway/Watson	51.95%	51.95% World Wide
	Mesmerized	Faith Evans	*update in Moviso when splits are decided*	Pending	pending
96249	Mess	Ben Folds Five	Ben Folds	100.00%	100% World Wide
	Message to the Boys	Nas		SPLITS PENDING	
75993	Miami	Will Smith	Shelby/Shockley/Sylvers/Smith	50.00%	50% World wide
84007	Michelle	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00% World Wide
14213	Midas Touch	Midnight Star	Watson	94.45%	94.45% World Wide
22105	Miracle	Whitney Houston	Esdmons / Reid	62.50%	62.50% World Wide
75119	Mo Money, Mo Problems	Notorious B.I.G.	Edwards/Rogers/Combs/ Wallace/Jordan/Phillips	30.00%	30.00% WW
340320	Moment Like This	Kelly Clarkson	Reid/Elofsson	50.00%	50.00% World Wide
554458	Money Ain't A Thang	Jermaine Dupri	Arrington/Parker/Carter/Carter/Hankerson/Dupri	50.00%	50.00% World Wide

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187977	More Bounce	Heavy D.	Troutman, Myers	31.25%	31.25% World Wide
151955	More Bounce to the Ounce	Zapp	Troutman/Saja	62.50%	62.50% World Wide
113353	More Than That	Backstreet Boys	Anders/Wennerberg/Jemberg	6667.00%	66.66% World Wide
112110	Morning Glory	Oasis	Noel Gallagher	100.00%	100.00% Worldwide
111756	Most Girls	Pink	Babyface / Thomas	50.00%	50.00% Worldwide
84009	Mother Nature's Son	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
100145	Mountain Music	Alabama	Owen	100.00%	100.00% World ex. Belgium / Holland / and Luxembourg
450546	Move It On Over	George Thorogood & The Destroyers	Williams	100.00%	100.00% World Wide
	Move Somethin'	LL Cool J	James Smith/Johnson	pending	pending
113833	Movin Melodies	ATB	Tanneberger	100.00%	100.00% World Wide
244779	Movin On Without You	Utada Hikaru	Hikaru	100.00%	100.00% World Wide
627752	Moving Pictures	Fall Out Boy	Peter Wentz, Patrick Stumph, Joseph Trohman	100.00%	100.00% World Wide
229003	Mr. Big (Man)	The Kinks	Ray Davies	100.00%	100.00% USA and Canada Only
451662	Mr. Mom	Lonestar	Harbin/Ron/McDonald/Pfrimmer/Don	33.34%	33.34% World Wide
111896	Murder Was The Case	Snoop Dogg	Young/Trawick/Griffin/Boradus/Arnaud	37.50%	37.50% World Wide
631899	Must Be Nice	Lyfe Jennings	Jennings	100.00%	100.00% World Wide
208898	My All	Mariah Carey	Carey/Afanasieff	50.00%	50.00% World Wide
103251	My Baby You	Marc Anthony	Afanasieff, Walter N., Muniz, Mark A.	100.00%	100.00% World Wide
540975	My Buddy	G-Uni	Brown/Jackson/Lloude/Morricone/Ausar	16.67%	16.67% Worldwide
364061	My Give A Damn Is Busted	Jo Dee Messina	Diffie/Shapiro/Martin	58.34%	58.34% World Wide
106898	My Heart Is Lost In You	Brooks & Dunn	Beavers/Harrington	50.00%	50.00% World Wide
631765	My Life	Lyfe	Jennings	100.00%	100.00% World Wide
157243	My Life	Mary J. Blige	Ayers/Blige/Combs/Delvalle/Thompson	6.25%	6.25% World Wide
95602	My Love Is Your Love	Whitney Houston	Jean Nel Wyclef/Duplessis	75.00%	75.00% World Wide
22100	My My My	ARMAND VAN HELDEN	Edmunds, Simmons	65.62%	65.62% WW
28325	My Next Broken Heart	Brooks & Dunn	Cook/Dunn/Brooks	100.00%	100.00% World Wide
125569	My Oedipus Complex	Kid Rock	Peters/ Ritchie	5.00%	5.00% World Wide
537908	My Song	Ricky Fante	Deutsch/Fante/Harris/Kats	60.00%	60.00% Worldwide
593993	Nada Personal	Marc Anthony	Estefano/Anthony/Reyes	100.00%	100.00% World Wide
540480	Nas Angels...The Flyest	Nas	Jones/Williams/Hugo	10.00%	10.00% World Wide
118500	Nasty Girl	Destiny's Child	Knowles/ Dent / Brassi / Hackett	30.00%	30.00% Worldwide
315514	Needles	System of a Down	Malakian, Tankian, Odadjian, Dolmayan	100.00%	100.00% Worldwide
28523	Neon Moon	Brooks & Dunn	Dunn	100.00%	100.00% World Wide
116608	Never Gonna Give You Up	Rick Astley	Stock/Aitken/Waterman	33.34%	33.34% World wide
76464	Never Gonna Let You Go	Faith Evans	Edmonds/Thomas	40.00%	40.00% Worldwide
84222	New York City	John Lennon	Lennon	100.00%	100.00% Worldwide
102500	New York Groove	Ace Frehley	Ballard	100.00%	100.00% Worldwide
109693	Niggas Ain't S**t	Trina/Dr. Dre	Young/Curry/Wolfe/Taylor/ Beasley/Broadus	18.75%	18.75% World Wide
422701	Niggaz Done Started Something	DMX	Blackman/Betha/Styles/Simmons/Jacobs/Phillips	50.00%	50.00% World Wide
291152	No Matter What They Say	I Ti Kim	Rogers, Thompson, Banier, Byrd, Jones, Feliciano, Edwards, Henson, Archer, Beavers, Taylor, Hill, Joyner, Griffin	10.00%	10.00% World Wide
597292	No Me Quiero Enamorar	Kalimba	Dorm, Oceransky, Demal	50.00%	50.00% World Wide
512289	No Me Tortures	Daniel Rene	Piloto/Danny Lopez	35.00%	35.00% Worldwide
38633	No More Mr. Nice Guy	Alice Cooper	Cooper/Bruce	100.00%	100.00% World Wide
76525	No One Else On Earth	Wynonna	Colucci / Harris / Lorber	SPLITS PENDING 41.67%	41.67% World Wide
77827	No Place That Far	Sara Evans	Evans/Martin/Shapiro	91.66%	91.66% Worldwide
84013	No Reply	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00% World Wide
77879	No Shelter	Rage Against The Machine	Rocha / Commerford / Morello / Wilk	100.00%	100.00% Worldwide
495972	No Shoes, No Shirt, No Problems	Kenny Chesney	Beatherd	100.00%	100.00% World Wide
127506	No Such Thing	John Mayer	Mayer/Cook	85.00%	85.00% World Wide
296370	Nobody Ever Died of A Broken Heart	Cowboy Crush	Terry Radigan/Kenny Greenberg/Walker Wilson	33.34%	33.34% World Wide
84014	Norwegian Wood (This Bird Has Flown)	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
55740	Not Gon' Cry	Mary J. Blige	Edmonds	87.50%	87.50% Worldwide
130024	Not On Your Love	Jeff Carson	Martin /Wilson / Martin	20.84%	20.84% Worldwide
519624	Not Me	Kenni Thomas	Thomas, Montana, Maher	33.34%	33.34% World Wide
597449	Not That Kind of Girl	JoJo	Fusari / Delewa / Falonte	25.00%	25.00% Worldwide
243892	Nothing Even Matters	Lauryn Hill	Hill	100.00%	100.00% World Wide
593841	Now You've Got Something To Die For	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100% Sony/ATV Songs LLC	100.00% WW
84016	Nowhere Man	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00% World Wide
238168	Nowhere To Run (Vapor Trail)	Ozzy Osbome	Blades, Rubin, Ol' dirty bastard, Jordan, Kirkland, Osborne, DMX	18.50%	18.50% World Wide
607438	Numb/Encore	Jay-Z / Linkin Park	Carter/West	18.75%	18.75% World Wide
551493	O.G. Bitch	Esthero	Gerald Eaton, Brian West, Esthero	50.00%	50.00% World Wide
907598	Ob La Di Ob La Da	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00% World Wide
318997	Objection	Shakira	Mebarak	100.00%	100.00% World Wide
118758	Ocean Spray	Manic Street Preachers	Moore/Jones/Bradfield	100.00%	100.00% World Wide
84123	Oh Darling	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00% World Wide
38112	Oh L'Amour	Erasure	Bell/Clarke	100.00%	100.00% World Wide
448598	Oh Pretty Woman	Roy Orbison	Dees/Orbison	62.50%	62.50% USA
537908	Oh Yeah	Ricky Fante	Deutsch/Fante/Harris/Kats	35.00%	35.00% Worldwide
213058	Ojos Asi	Shakira	Mebarak/Flores/Garza	66.67%	66.67% World Wide

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81908	Okie From Muskogee	Merle Haggard	Powers, Haggard	100.00%	100.00% World Wide
603438	Old Soul Song	Bright Eyes	Oberst	100.00%	100.00% World Wide
593828	Omerta	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100.00%	100.00% WW
97049	On The Inside (Theme from "Prisoner")	Lynne Hamilton	CASWELL DAVID ALLAN	100.00%	100.00% World Wide
129117	One Day In Your Life	Anastacia	Biancaniello/Newkirk/Watters	33.33%	33.33% World Wide
593839	One Gun	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100.00%	100.00% WW
99449	One Man Army	Our Lady Peace	Makla/Lanni	50.00%	50.00% Worldwide
133864	One Mic	Nas	Jones / Thompson	25.00%	25 WW
64858	One More Chance	Notorious B.I.G.	Carl 'Chucky' Thompson (/ Christopher Wallace /Sean Combs / Norman Glover / Reginald D. Ellis	Sony/ATV Songs LLC / Ninth Street Tunnel 16.67%	16.67% WW
	One Night Stand	Misteeq	Mikkel/ SE/ Rustan/ Hermansen/ Dixon/ Washington/ Nash	16.66%	16.66% World Wide
138143	One Nite Stand	Sarah Connor	Duplessis/Wydef/Connor/Fortuna	37.50%	37.50% World Wide
112698	One Sweet Day	Mariah Carey	M. Carey, N. Morris, W. Morris, S.Stockman, M. McCary, W. Afanasieff	35.00%	35.00% World Wide
106975	One Voice	Billy Gilman	Cook, Malloy	50.00%	50.00% World Wide
450370	Only The Lonely	Roy Orbison	Melson/Orbison	50.00%	50.00% World Wide
38068	Only You	Yaz	V. Clarke	100.00%	100.00% World Wide
599470	Ordinary Other Chicks	Train Clara	Hendrickson, Monahan Harris, Spencer, Miles	12.50% 50.00%	12.50% World Wide 50.00% World Wide
101174	Our House	Crosby, Stills, Nash & Young	G. Nash	100.00%	100.00% World Wide
331471	Outro	Amerie	Mark Rooney, Rich Harrison, Amerie Rogers	40.00%	40.00% World Wide
330810	Outta The Way	The Vines	Nichols	100.00%	100.00% World X Australia/New Zealand
611213	Paid the Price	Do or Die	Troutman, Troutman, Round, Round, West, Smith	18.75%	37.50% World
84019	Paperback Writer	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
504367	Paradise	LL Cool J	Barnes/Olivier/Smith/Jackson/ Rogers/Burke/Felder/Wright	50.00%	50.00% World Wide
127804	Part II	Method Man & Redman	Edmonds / Wilson / Sermon / Braxton / Noble / Smith	30% Sony/ATV Songs LLC / ECAF Music	30.00% Worldwide
524145	Party To Damascus	Wyclef feat. Missy Elliot	Jean/Duplessis/Elliot	50.00%	50.00% World Wide
329212	Pass The Courvosier	Busta Rhymes	Rodgers/Edwards/Muhammed/Tyler/Linzer/Taylor/ Fareed/Smith/Hugo/Woolard/Denny/Lamb/Randal	7.50%	7.50% World Wide
622305	Pass The Courvosier Part 2	Busta Rhymes	Rodgers/Edwards/Muhammed/Tyler/Linzer/Taylor/ Fareed/Smith/Hugo/Woolard/Denny/Lamb/Randal	7.50%	1.50% World Wide
234760	Paul Revere	Beastie Boys	Rubin / Horowitz / McDaniels / Simmons	10.00%	10.00% Worldwide
338351	Peace of Mind	Josh Gracin	James/Verges	50.00%	50.00% World Wide
127507	Peaceful World	John Mellencamp	Mellencamp	100.00%	100.00% Worldwide
49168	Pedro Navaja	Ruben Blades	Blades	100.00%	100.00% World Wide
91454	Penny Lane	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00% World Wide
	Perfect	Snoop Dogg	Broadus/Williams/Hugo/Adu/St.John	25.00%	25.00% World Wide
138090	Perfect	Sara Evans	Evans/Martin/Shapiro	100.00%	100.00% World Wide
112887	Perfect Gentleman	Wyclef Jean	Jean / Duplessis / Harris	45.00%	45.00% Worldwide
501899	Persuaders	N/A	Barry	100.00%	100.00% World Wide
605891	Peter Pan Overture		Kaczmarek	100.00%	100.00% World Wide
38295	Philosophy	Ben Folds Five	Folds	100.00%	100.00% Worldwide
307794	Piano	Glassjaw	Palumbo/Beck	100.00%	100.00% Worldwide
447592	Picklin' Wildflowers	Keith Anderson	Williams, Rich, Anderson	33.34%	33.34% World Wide
106713	Picture Perfect	Angela Via	Trullinger/Cosgrove/Clark	3333.00%	33.33% Worldwide
183545	Piece Of My Heart	Janis Joplin	Berns/ Ragavoy	16.67%	16.67% World Wide
145506	Pienso En Ti	Shakira	Mwbarak/ Ochoa	100.00%	100.00% World Wide
95529	Piggy In The Middle	Beatles	Lennon / Mccartney	82.08% Sony, 17.92% EMI	100.00% World Wide
118573	Play	J-LO	Cory Rooney A Bagge, A. Birgisson, C. Milan	5.00%	5.00% Worldwide
610407	Play Something Country	Brooks & Dunn	Dunn/McBride	50.00%	50.00% World Wide
108852	Please Remember Me	Tim McGraw	Crowell, Jennings	50.00%	50.00% World Wide
37885	POISON	ALICE COOPER	Cooper, Child, McCurry	42.50%	42.50% Worldwide
60878	Polyester Bride	Liz Phair	Phair	100.00%	100.00% World Wide
8462	Pop A Top	Alan Jackson	Stuckey	100.00%	100.00% Worldwide
125090	Pop Lockin'	Slick The Shocker	Troutman/Troutman/Hooks/ Hudson/Broadus/Spillman/ Miller/Brooks	Sony/Lastrada 37.5	37.50% World Wide
45930	Possession	Sarah McLachlan	McLachlan	100.00%	100.00% World X Canada
817120	Poster Girl	Backstreet Boys	Mann/Behncke/Tromberg	50.00%	50.00% World Wide
138853	Power of a Dream	Celine Dion	Edmons/Foster/Thompson	33.34%	33.34% World Wide
520494	Powerless (Say What You Want)	Nelly Furtado	Eaton/West/Furtado/ Horn/Dudley/ McLaren	26.68%	26.68% WW

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	Prelude/Hell of a Town	Joe Jackson	Joe Jackson	100.00%	100.00%	World Wide
27748	Pretty In Punk	Fall Out Boy	Peter Wentz, Patrick Stumph, Joseph Trohman	100.00%	100.00%	World Wide
	Pretty Paper	Roy Orbison	Nelson	100.00%	100.00%	Worldwide EX - Australia, New Zealand, Benelux, Brazil, UK, Germany Austria, Switzerland, Italy, Scandinavia, Denmark, Iceland, and France
4661						
54541	Pump Pump	Snoop Dogg	Malik/Broadus/Young	50.00%	50.00%	Worldwide
	Pure and Simple	Hear Say	Clarkson / Hawes / Kirtley	33.34%	33.34%	Worldwide
534809						
60682	Pure Massacre	Silverchair	Johns/Gillies	100.00%	100.00%	World Wide
122025	Push It	Salt n Pepa	Ray Davis/Herby Azor	2.00%	2.00%	Can/Mex/USA
327976	Put It In Your Mouth	Akinyele	Hargis/Adams/Jeffries	100.00%	100.00%	World Wide
	Put Your Hands Where My Eyes Can	Busta Rhymes	Seals/Smith	50.00%	50.00%	World Wide
450165	See					
599065	Quarterbackin	E40	Adams/Stevens/Thomton/Thomton	50.00%	50.00%	World Wide
625479	QUESTION	System of a Down	Malakian/Tankian	100.00%	100.00%	World Wide
527450	Que Uoro	Sin Bandera	Garcia	100.00%	100.00%	World Wide
38282	Radar Love	Golden Earring	Kooymans/Hay	100.00%	100.00%	World Wide
237483	Radio Activity	Kraftwerk	Schutt/Heutter/Schneider	100.00%	100.00%	World Wide
523031	Raindrops Will Fall	TAMYRA GRAY	BIANCANIELLO, WATTERS, GRAY	33.34%	33.34%	WW
	Rapper's Delight		Rodgers / Edwards	50.00%	50.00%	Worldwide
75013		Sugarhill Gang				
237989	Rasputin	Boney M	Jay/Reyam/Farian	100.00%	100.00%	Worldwide
237989	Rat-Tat-Tat-Tat	Dr. Dre	Curry/Young	100.00%	100.00%	Worldwide
337255	A Real Fine Place to Start	Sara Evans	Ducas/Foster	50.00%	50.00%	World
447757	Real Men	Joe Jackson	Joe Jackson	100.00%	100.00%	World Wide
	Reaper (Don't Fear The)	Blue Oyster Cult	Roeser, Donald	Sony/ATV Tunes, LLC (ASCAP) 100%	100.00%	World excluding GAS and East Europe
902171						
506479	Red Dirt Road	Brooks & Dunn	Brooks/Dunn	100.00%	100.00%	World Wide
48419	Red Light Special	TLC	Edmonds	100.00%	100.00%	World wide
40369	Red Red Wine	Neil Diamond/UB40	Diamond	100.00%	100.00%	WW
543238	Redneck Woman	Gretchen Wilson	Wilson/Rich	50.00%	50.00%	World Wide
	Remorse If For The Dead	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100% Sony/ATV Songs LLC	100.00%	WW
593837						
525733	Re-offender	Travis	Healy	100.00%	100.00%	Worldwide
341951	Requiem For A Dream Theme	Clint Mansell	Mansell	12.50%	12.50%	World Wide
272712	Respectable	Mel and Kim	Stock/Aitken/Waterman	33.34%	33.34%	World Wide
84022	Revolution	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
51696	Rhiannon	Fleetwood Mac	Stevie Nicks	100.00%	100.00%	World Wide
612819	Rich Girl	Gwen Stefani	Kreviazuk/Stefani/Dioguardi/Allazano	91.00%	5.00%	World Wide
512555	Ride	The Vines	Nichols	100.00%	100.00%	World Wide
603444	Rode To Joy	Bright Eyes	Oberst	100.00%	100.00%	World Wide
85087	Rock Around The Clock	Bill Haley	Max C. Freedman/J. Myers	75.00%	75.00%	US, Canada, & Mexico
517481	Rock Me	Liz Phair	Alspach/Edwards/Christy/Phair	25.00%	25.00%	World Wide
77981	Rock The Bells	LL Cool J	Smith/Rubin	87.50%	87.50%	World Wide
	Rock The Party	Five	Gibb / Brown / Breen / Conlon / Gallagher / Stannard	8.00%	8.00%	World Wide
	Rocky Raccoon	Beatles	Lennon, John W. , McCartney, Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
84025						
603447	Roll With You	Ciara	Spencer, Miles, Harris	25.00%	50.00%	World
274815	Rose Garden	Lynn Anderson	Joe South	100.00%	100.00%	World Wide
448368	Roulette	System of a Down	Malakian, Tankian, Odadjian, Dolmayan	100.00%	100.00%	World Wide
595356	Rub My Back	LL Cool J	James Smith, Tim Mosley	50.00%	50.00%	World Wide
602169	Rumours	Lindsay Lohan	Rooney, Jackson, Jackson, Lohan	50.00%	50.00%	World Wide
129150	Run For Cover	Sugababes	Lipsey / Donaghy / Buena / Buchanan	25.00%	25.00%	Worldwide
506746	Run, Run, Run	Ryan Tyler	Powell/Davis/Kayle	33.34%	33.34%	World Wide
211045	Salome	Chayanne	Salgado	100.00%	100.00%	World Wide
132199	Same Old Brand New You	A1	Adams/Ingerbigdsen/Read/Foster	50.00%	50.00%	World Wide
	Satisfy You	Puff Daddy / R. Kelly	Walker/Combs/Mcelroy/Foster/Price/Kelly/Greene	10.00%	10.00%	World Wide
269999						
	Say My Name	Destiny's Child	Beyonce Knowles, Kelendria T Rowland, Latavia Roberson, Rodney Jerkins.Daniels, Lashawn A., Fred Jerkins III	20.00%	20.00%	World Wide
111341						
	Say You'll Be there	Spice Girls	Beckham/Brown/Buck/Bunton/Chisholm/Halliwell/Kennedy	66.67%	66.67%	World Wide
62915						
505742	Scandalous	Misteeq	Eriksen/Rustan/Hermansen	16.67%	16.67%	World Wide
315516	Science	System of a Down	Malakian, Tankian, Odadjian, Dolmayan	100.00%	100.00%	World Wide
594794	Se Esfuma Tu Amor	Marc Anthony	Salgado/Pagan	100.00%	100.00%	World Wide
145504	Se Quiere Se Mata	Shakira	Mebarak/Ochoa	100.00%	100.00%	World Wide
84028	Sergent Pepper's Lonely Hearts Club Band	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
460636	Secret Ambition	Michael W. Smith	Smith/Kirkpatrick/Gill	50.00%	50.00%	World Wide
31531	Secret Of Life	Faith Hill	Peters	100.00%	100.00%	World Wide
300897	Secretly	Jennifer Lopez	Shakir, Rooney, Oliver, Lopez	90.00%	90.00%	World Wide
538824	Sentada Aqui en mi Alma	Chayanne	Estefano/Reyes	100.00%	100.00%	Universe
54543	Serial Killa	Snoop Dogg	Arnaud/Brown/Middendorf/Broadus/Thomas/Williar	20.00%	20.00%	World Wide
68137	Sesame Street Theme	N/A	Raposo/Hart/Stone	Sony/ATV 50%	50.00%	World excluding Asian territories
148323	Setting Sun	Chemical Brothers	Gallagher/Rowlands/Simons	50.00%	50.00%	World Wide
37815	Sex As A Weapon	Pat Benetar	Steinberg/Kelly	100.00%	100.00%	World Wide
118503	Sexy Daddy	Destiny's Child	Beyonce Knowles Damon Elliott	60.00%	60.00%	World Wide
84029	Sexy Sadie	Beatles	Lennon / McCartney	100.00%	100.00%	World Wide
	Shake It Baby	LL Cool J	Johnson/Smith/Taylor	pending	pending	
334366	Shake Ya Body	Jay Z & R Kelly	Barnes/Olivier/Kelly/Dewese/Jones/Robinson	20.00%	20.00%	World Wide

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SCHEDULE A

		Murphy Lee, Nelly and				
54338	Shake Ya Tail Feather	P.Diddy	Smith, Bridges, Lee, Haynes	9.170%	9.170%	World Wide
148072	Shame On Me	Ryan Cabrera	Diamond/Cabrera/Savan	33.340%	33.340%	World Wide
113235	She Danus	Ricky Martin	Afanasieff/Child/Rosa	45.88%	45.88%	World Wide
17833	She Bop	Cindy Lauper	Lauper/Chertoff/Corbett/Lunt	28.34%	28.34%	World Wide
84127	She Came In through The Bathroom Window	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
631738	She Got Kids	Lyfe	Jennings	100.00%	100.00%	World Wide
544256	She Lives In My Lap	Outkast	Troutman/Hawkins/Vidal/Vidal/Benjamin	5.00%	5.00%	World wide
84031	She Said, She Said	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
28524	She Used To Be Mine	Brooks & Dunn	Dunn	100.00%	100.00%	World Wide
108848	Sheila	Tommy Roe	Roe Tommy	100.00%	100.00%	World Wide
133905	She'll Go On You	Josh Turner	Narmore	100.00%	100.00%	World Wide
304065	She'll Leave You With A Smile	George Strait	Knowles/Blackmon	50.00%	50.00%	World Wide
84032	She's A Woman	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
98453	She's Crafty	Beastie Boys	Horovitz/Rubin/Yauch	12.50%	12.50%	World Wide
84033	She's Leaving Home	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
46877	She's Not The Cheatin Kind	Brooks & Dunn	Dunn	100.00%	100.00%	World Wide
234680	She's On It	Beastie Boys	Horovitz/Rubin	50.00%	50.00%	World Wide
614391	Shiver	Natalie	Solomon / Imbruglia / White	47.00%	47.00%	World Wide
242133	Show Me Love	Robin S / DJ Tonka	Mcfarlane/George	100.00%	100.00%	Worldwide
	Show Me The Way To Your Love	Hear Say	Erikseen / Hermansen / Haigeir	33.34%	33.34%	Worldwide
102235	Showroom Dummies	Kraftwerk	Huetter	100.00%	100.00%	US
27599	Sick Boys	Michael Ness	Michael Ness	100.00%	100.00%	World Wide
118102	Side	Travis	Healy	100.00%	100.00%	Worldwide
434200	Siempre Hay Milagros	Myra	Kennedy/Sheyne	50.00%	50.00%	World Wide
452935	Signs	Tesla	Emmerson	50.00%	50.00%	World Wide
76705	Silence	Delerium	Leeb/Fuller/McLachlan	50.00%	50.00%	World ex Canada
197906	Silent Murder	Nas	Browne / Jones / Rocro	30.00%	30.00%	Worldwide
519472	Simple Things	Amy Grant	Grant/Thomas/O'Brian/Owsley	40.00%	40.00%	World Wide
118098	Sing	Travis	Healy	100.00%	100.00%	Worldwide
54602	Sittin' Up In My Room	Brandy	Edmonds	87.50%	87.50%	Worldwide
113243	Situation	Yaz	V Clarke/A Moyet	100.00%	100.00%	World Wide
549173	Slipped Away	Avril Lavigne	Kreviazuk/Lavigne	50% Sony/ATV Songs LLC	50.00%	World Wide
234802	Slow Ride	Beastie Boys	Rubin/Allen/Brown/Dickerson/Miller/Scott/Goldstein/Horowitz/Diamond/Yauch/Jordan/Levittin	5.00%	5.00%	World Wide
447668	Slow Song	Joe Jackson	Joe Jackson	100.00%	100.00%	World Wide
631862	Smile	Lyfe	Jennings, Lambert, Potter	33.34%	33.34%	World Wide
38707	Smooth Operator	Sade	Adu/St. John	50.00%	50.00%	World Wide
240842	So Damn Beautiful	Paranoid	Horrocks, Milleare, Rowe	66.66%	66.66%	World Wide
37820	So Emotional	Whitney Houston	Steinberg/Kelly	100.00%	100.00%	World Wide
516380	So Gone	Monica	Elliot/Cunningham/Rye/ Ahmonuel	50.00%	50.00%	Worldwide
111337	So Good	Destiny's Child	Knowles,Beyonce / Rowland,Kelendria T. / Roberson,Latavia / Luckett,Letoya / Briggs,Kevin / Burruss,Kandi L.	15.00%	15.00%	Worldwide
113197	So In Love With Two	Mikaila	Engriquez / Erickson /Harmansen /Rustan	30.00%	30.00%	Worldwide
177305	So What	Miles David	Davis	100.00%	100.00%	Worldwide
619517	Soldier	Destiny's Child	Knowles/Rowland/Harrison/Williams/Carter/Garrett / Harris	14.00%	14.00%	Worldwide
79140	Solitaire	Clay Aiken	Cody/Sedaka	60.63%	60.63%	World Wide
50866	Solitary Man	HIM	Diamond	100.00%	100.00%	World Wide
67537	Solo En Ti	Enrique Iglesias	Clarke/Iglesias	93.75%	93.75%	Worldwide
99865	Some Days You Gotta Dance	Dixie Chicks	Johnson/Morgan	18.75%	18.75%	World Wide
460645	Somebody Love Me	Michael W. Smith	Smith/Kirkpatrick	50.00%	50.00%	World Wide
334362	Somebody's Girl	Jay-Z R Kelly	Barnes/Olivier/Kelly/Carter	50.00%	50.00%	Worldwide
114645	Someone To Love You	Ruff Endz	Rooney	100.00%	100.00%	Worldwide
526434	Something's Broken	Tim McGraw	beathard, home	50.00%	50.00%	Worldwide
28552	Sometimes	Erasure	Clarke/Bell	100.00%	100.00%	Worldwide
13553	Sometimes When We Touch	Dan Hill	Hill Dan/Mann Barry	100.00%	100.00%	World excluding Canada
619547	Somewhere Else	Razorlight	Johnny Borrell	100.00%	100.00%	World Wide
135131	Somewhere Out There	Our Lady Peace	Coutts/Maida/Taggart	100.00%	100.00%	World Wide
5250	Son Of A Preacher Man	Tanya Tucker; Dusty Springfield	Hurley/Wilkins	100.00%	100.00%	World Wide
48487	Song For the Dumped	Ben Folds Five	Ben Folds, Darren Jessee	100.00%	100%	World Wide
90178	Sorry Suzanne	Hollies	Anthony Gordon/Stephens Geoffrey	50.00%	50.00%	World Wide
50519	Squeeze Me In	Garth Brooks / Trisha Yearwood	Nicholson / McClinton	50.00%	50.00%	Worldwide
29692	Star	Erasure	Bell/Clarke	100.00%	100.00%	World Wide
51501	Starseed	Our Lady Peace	Maida/Lanni/Eacrett/Lanni	75.00%	75.00%	Worldwide
526296	Stay	Leann Rimes	Peirce/White	50.00%	50.00%	Worldwide
601556	Stay For A While	Angie Stone	Wynn/Stone/Hamilton	10.00%	10.00%	Worldwide
537150	Stay With Me	Josh Gracin	James/Mcbride/Hughes	33.34%	33.34%	World Wide
447679	Steppin'Out	Joe Jackson	Jackson Joe/	100.00%	100.00%	World Wide
631750	Stick Up Kid	Lyfe	Jennings	100.00%	100.00%	World Wide
609554	Still Around	J-LO	Rooney/Patton	50.00%	50.00%	World Wide
129194	Stomp	Steps	Rodgers / Edwards / Topham / Twigg / Campbell	25.00%	25.00%	Worldwide
28580	Stop	Erasure	Bell/Clarke	100.00%	100.00%	World Wide
109850	Stop Being Greedy	DMX	Blackmon/Fields/Masser/Simmons	13.00%	13.00%	World wide
48892	Stranded on Death Row	Dr. Dre	Allen/Brown/Hayes/Middendorf/Nichols/Broadus/W	11.00%	11.00%	World wide
447648	Stranger Than Fiction (Fiction)	Joe Jackson	Joe Jackson	100.00%	100.00%	World Wide
447681	Stranger Than You	Joe Jackson	Joe Jackson	100.00%	100.00%	World Wide
84037	Strawberry Fields Forever	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
338468	Streamline	System of a Down	Malakian, Tankian, Odadjian, Dolmayan	100.00%	100.00%	World Wide

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Song	Title	Artist	Writer	[illegible]	[illegible]	[illegible]
505478	Street Life	Beenie Man	Davis/Hermansen/Erikson/Kelly	33.34%	33.34%	World Wide
102024	Strong Enough	Sheryl Crow	Crow/Bottrel/Baerwald/ Gilbert/Ricketts/ Macleod	33.34%	33.34%	World Wide
526771	Stupid	Sarah McLachlan	McLachlan	100.00%	100.00%	World Wide
228011	Sugar	System of a Down	Malakian, Tankian, Odadjuan, Dolmayan	100.00%	100.00%	World Wide
108530	Sugar, Sugar	The Archies	Barry/Kim	50.00%	50.00%	US
624734	Sugar, We're Goin' Down	Fall Out Boy	Wentz, Stumph, Trohman, Hurley	100.00%	100.00%	World Wide
228004	Suggestion	System of a Down	Malakian, Tankian, Odadjuan, Dolmayan	100.00%	100.00%	World Wide
228003	Suite Pee	System of a Down	Malakian, Tankian, Odadjuan, Dolmayan	100.00%	100.00%	World Wide
64983	Supermans's Dead	Our Lady Peace	Maida/Lanni	5000.00%	50.00%	Worldwide
49509	Supernova	Liz Phair	Phair	100.00%	100.00%	Worldwide
117035	Survivor	Destiny's Child	Beyonce Knowles, Anthony Dent Matthew Knowles	47.00%	47.00%	World Wide
106528	Suspicious Minds	Elvis Presley	Zambon	100.00%	100.00%	World Wide
41693	Sweet Caroline	Neil Diamond	Diamond	100.00%	100.00%	WW
446642	Sweet Dreams of You	Patsy Cline	Gibson	100.00%	100.00%	Worldwide
67827	Sweet Surrender	Sarah McLachlan	Sarah McLachlin	100.00%	100.00%	World X Canada
599409	Swing Life Away	Rise Against	Principe/McIlrath/Barnes/Chasse	75.00%	75.00%	World Wide
613070	Switch	Will Smith	Smith/Bennett/Holland	35.00%	35.00%	World
627747	Switchblades and Infidelity	Fall Out Boy	Peter Wentz, Patrick Stumph, Joseph Trohman	100.00%	100.00%	World Wide
601783	Take It Easy (Love Nothing)	Bright Eyes	Oberst	100.00%	100.00%	World Wide
524174	Take Me As I Am	Wyclef Jean	Jean/Duplessis/Sdawes	56.25%	56.25%	World Wide
538810	Take Me Away	Fefe Dobson	Dobson/Levine	100.00%	100.00%	World Wide
93045	Take Me Out To The Ballgame		Norworth/Von Tilzer	75.00%	75.00%	World Wide
93719	Take On Me	A-Ha	Pal Waaktaar / Magne Furuholmen / Morten Harket	100.00%	100.00%	Worldwide
131976	Take You Home With Me aka Body	R. Kelly & Jay-Z	Kelly/Carter/Barnes/Olivier	50.00%	50	
39638	Taking Care Of Business	BTO	Randy Bachman	100.00%	100.00%	World Wide
624523	Talk	Coldplay	Schult, Huetter, Bartos,Martin, Berryman, Buckland, Champion	37.50%	37.50%	World Wide
56781	TALES FROM THE CRYPT	Danny Elfman	Danny Elfman	100.00%	100.00%	World Wide
593992	Tan Solo Palabras	Marc Anthony	Estefano/Reyes	100.00%	100.00%	World Wide
447700	Target	Joe Jackson	Joe Jackson	100.00%	100.00%	World Wide
84780	Taxman	Beatles	Harrison	100.00%	100.00%	Worldwide
84780	Taxman	Beatles	Harrison	100.00%	100.00%	Worldwide
101189	Teach Your Children	Crosby, Stills, Nash & Young	G. Nash	100.00%	100.00%	World Wide
190658	Teardrop	Massive Attack	Fraser/Del Naja/Marshall/Vowles	50.00%	50.00%	World Wide
530768	Tears From the Moon	Conjure One	Baerlsoen/Nowels/Stelberg	33.34%	33.34%	World Wide
109952	Tell Him	The Exciters	Russell	33.33%	33.33%	World Wide
87800	Tell Me If You Want Me To	Groove Theory	Lanieux/Wilson/Brown	50.00%	50.00%	World Wide
109312	Telluride	Tim McGraw	Cornelius/Verges	50.00%	50.00%	World Wide
105785	Temptations	Tupac Shakur	R. Troutman/L. Troutman/Murdock/Shakur/Clinton/Spradley/Harvey/Noble/Shider/	50.00%	50.00%	World Wide
114426	Ten Rounds With Jose Cuervo	Tracy Byrd	Beathard/Cannon-Goodman/ Henney	100.00%	100.00%	World Wide
100148	Tennessee River	Alabama	Owen	100.00%	100.00%	World ex. Belgium / Holland / and Luxembourg
448697	Tennessee Waltz	Patti Page	King, Stewart	100.00%	100.00%	World Wide
75422	Texas Size Heartache	Joe Diffie	Wilson / Turner	100.00%	100.00%	Worldwide
54540	The Shizzit	Snoop Dogg	Young/Broadus	50.00%	50.00%	World Wide
507268	Thankful	Kelly Clarkson	Thomas/Mason/Edmons/Clarkson	20.00%	20.00%	World Wide
111151	That Ain't Gangsta	50 Cent	West/Willis/Jackson/Jackson	50.00%	50.00%	World Wide
38254	That Ain't No Way To Go	Brooks & Dunn	Dunn/Brooks/Cook	100.00%	100.00%	World Wide
131500	That's A Woman	Mark Wills	Jones/Rutherford	50.00%	50.00%	World Wide
517626	That's What I Love About Sunday	Craig Morgan	Dorsey/Narmore	83.33%	83.33%	World Wide
137540	That's What She Gets For Loving Me	Brooks & Dunn	Dunn/McBride	50.00%	50.00%	World Wide
84105	The Ballad Of John And Yoko	John Lennon	Lennon/McCartney	100.00%	64.17%	World Wide
105195	The Best Of Me	Bryan Adams	Adams/Lange	50.00%	50.00%	World Wide
46020	The Chain	Fleetwood Mac	Nicks/Fleetwood/Mcvie/McVie/ Buckingham	20.00%	20.00%	World wide
68982	The Chair	George Strait	Cochran, Dillon	50.00%	50.00%	World Wide
515443	The Chipmonk Song	Alvin & The Chipmunks	Bagdasarian	100.00%	100.00%	World X UK
114684	The Christmas Shoes	Newsong / 3 of Hearts	Ahlstrom /Carswell	50.00%	50.00%	WW
518102	The Christmas Song	n/a	Torme/Wells	50.00%	50.00%	US
137090	The Color Of Love	Babyface	Edmonds	100.00%	100.00%	World Wide
83930	The Continuing Story Of Bungalow Bill	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
48890	The Doctor's Office	Dr. Dre	Curry/Young	100.00%	100.00%	World Wide
593840	The Faded Line	Lamb of God	Blythe/Morton/Adler W /Campbell/ Adler C.	100.00%	100.00%	WW
288990	The Flame	Tina Arena	Foreman	100.00%	100.00%	World Wide
20453	The Gambler	Kenny Rogers	A.D. Schitz	100.00%	100.00%	World Wide
111148	The Good Die Young	50 Cent	West/Jackson	50.00%	50.00%	World Wide
136148	The Greatest View	Silverchair	Johns	100.00%	100.00%	World Wide
112593	The Hampster Dance Song		DeBoer / Grace / Miller	66.67%	66.67%	SMP controls only in US, Canada, Central America ans Mexico
43903	The Heart Is A Lonely Hunter	Reba	Williams / Sanders / Hill	33.33%	33.33%	World wide
543724	The Loneliness	Babyface	Edmonds	100.00%	100.00%	World Wide
64120	The Long And Winding Road	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00%	World Wide
597848	The Love Of Richard Nixon'	Manic Street Preachers	Bradfield, James Dean /Jones, Nicholas / Moo	100.00%	100.00%	World Wide
136210	The Mexican 2002 (English)	Thalia	Rooney/Barnes/Olivier/ Shacklock	60.00%	60.00%	World Wide
136228	The Mexican 2002 (Spanish)	Thalia	Rooney/Barnes/Olivier/ Shacklock/Miranda	40.00%	40.00%	World Wide
133608	The Music's No Good Without You	Cher	Thomas / Taylor / Cher / Barry	80.00%	80.00%	Worldwide
92521	The Nanny Theme		Hamptom Callaway	100.00%	100.00%	Worldwide
554459	The Nigga You Love To Hate	Ice Cube	Arrington/Parker/Carter/Hankerson/Sadler/Spradley/Clinton/Shider/Ice Cube	45.00%	45.00%	World Wide

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84010	The Night Before	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
137925	The Only Thing That Looks Good On Me Is You	Bryan Adams	Adams/Lange	50.00%	50.00% World Wide
101403	The Robots	Kraftwerk	Hutter, Schneider, Bartos	83.33%	83.33% Worldwide
51531	The Secret Of Life	Faith Hill	Peters	100.00%	100.00% Worldwide
128438	The Sentinel	Theme	Cooper / Marlette	50.00%	50.00% Worldwide
125943	The Urban Theme	Musze	Menard/Ragin	50.00%	50.00% Worldwide
631734	The Way I Feel About You	Lyfe	Jennings	100.00%	100.00% World Wide
549464	The World Needs a Drink		Beathard / Church	100.00%	100.00% Worldwide
197819	Theme - Eastenders		May	100.00%	100.00% World Wide
113739	Theme - Fraggles		Balsam	100.00%	100.00% World Wide
286010	Theme - King of Queens		Goldsmith Joshua/Gross Andrew/Yuspa Catha	100.00%	100.00% World Wide
149628	Theme - Moonlighting		Holdridge	100.00%	100.00% World Wide
109770	Then The Morning Comes	Smashmouth	Camp / Barry	25.00%	25.00% Worldwide
123774	There She Goes	Babyface	Edmonds/Hugo/Williams	33.34%	33.34% World Wide
338366	These Days	Rascal Flatts	Robson, Steele, Wells	33.34%	33.34% Worldwide
157420	They Don't Know	Jon B	Buck/Kelly/Robinson	33.33%	33.33% World Wide
99451	Thief	Our Lady Peace	Malda/Lanni	5000.00%	50.00% Worldwide
127192	Think It's A Game	Jay-Z	Carter/ Easley/Grant/Parker/ Patrick/Ties	35.00%	35.00% Worldwide
67558	Think Of You	Usher	Jeffrey/Combs/Thompson/Evans/Jones	50.00%	50.00% World Wide
78416	Thinkin' About You	Trisha Yearwood	Regan / Shapiro	33.75%	33.75% Worldwide
130152	Third Rock From The Sun	Joe Diffie	Martin / Greenbaum / Whipple	25.00%	25.00% Worldwide
516235	This I Swear	Nick Lachey	Eriksen/Reid	50.00%	50.00% WW
252838	This Life Forever	Jay-Z feat Missy Elliot	Shawn Carter/Yvonne Covay/William Jackson	23.13%	23.13% World Wide
131183	Three Wooden Crosses	Randy Travis	Williams/Johnson	50.00%	50.00% World Wide
499939	Through The Rain	Mariah Carey	Carey/Cole	100.00%	100.00% World Wide
90484	Thunderbirds	Theme	B. Gray	100.00%	100.00% World Wide
554672	Thunderbirds Are Go	Busted	T. Fletcher/J.Bourne/B. Gray, N. Sargent/C. Simpson	25% Sony	25.00% World Wide
84048	Ticket To Ride	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00% World Wide
113007	Til You Do Me Right	After 7	Edmons/Edmons/Edmons	75.00%	75.00% World Wide
17846	Time After Time	Cyndi Lauper	Lauper/Hyman	50.00%	50.00% World Wide
549175	Together	Avril Lavigne	Kraviazuk/Lavigne	50% Sony/ATV Songs LLC	50.00% World Wide
500266	Tom Jones International	Tom Jones	Jean, Jones, Duplessis	37.50%	37.50% World Wide
60680	Tomorrow	Silverchair	Johns / Gilles	100.00%	100.00% Worldwide
84050	Tomorrow Never Knows	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
76102	Tonite	Snoop Dogg	Durham/Blake	30.00%	30.00% World Wide
117066	Tougher Than Nails	Joe Diffie	Marvel/O'Donnell/Barnes	33.34%	33.34% World Wide
101406	Tour De France	Kraftwerk	Hutter/Shult/Bartos	83.34%	83.34% US
	Toxicity	System of a Down	Malakian, Tankian, Odadjian, Dolmayan	100.00%	100.00% World Wide
131850	Tragedy	Marc Anthony	Rooney/Thomas	50.00%	50.00% World wide
101422	Trans Europe Express		Schult/Heutter	100.00%	100.00% World wide
80439	Transformers Theme	n/a	Kinder/Bryant	100.00%	100.00% World Wide
131260	Tribute To A Woman	Ginuwine	Oliver / Lumpkin	50.00%	50.00% Worldwide
555653	Triple Trouble	Beastie Boys	Diamond, Michael Louis; Edwards, Bernard; Horowitz, Adam; Rodgers, Nile Gregory; Yauch, Adam Nathaniel	25.00%	25.00% Worldwide
5414	Trouble	Elvis Presley; Travis Tritt	Chesnut	100.00%	100.00% World Wide
37836	True Colors	Cyndi Lauper	Steinberg / Kelly	100.00%	100.00% Worldwide
526491	Try	Nelly Furtado	West/Furtado	40.00%	40.00% World Wide
332852	Trying to Find Atlantis	Jamie O'Neal	Waters/Turner	100.00%	100.00% World Wide
213009	Tu	Shakira	Mebarak/O'brien	50.00%	50.00% World Wide
593998	Tu Amor Me Hace Bien	Marc Anthony	Estefano	100.00%	100.00% World Wide
156474	Tu Carcel	Enanitos Verdes	Solis	100.00%	100.00% World Wide
330077	Tu Y Yo	Thalia	Salgado/Reyes	100.00%	100.00% World Wide
429051	Turn It Up	Josh Gracin	James/McHugh	50.00%	50.00% World Wide
81952	Tutti-Frutti	Little Richard	Penniman	100% Sony/ATV Songs	100.00% World Wide
35283	Twilight Zone	Golden Earring	Kooymans	100.00%	100.00% World Wide
84129	Two Of Us	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00% World Wide
133945	Two Wrongs	Wyclef	Jean/Duplessis	75.00%	75.00% World Wide
834958	U Already Know	112	Garrett/Edwards/Twelve/Ivers/Parker	50.00%	50.00% World Wide
506457	U Wanna Be Me	Nas	Jones / Thompson	20.00%	20.00% WW
319011	Underneath Your Clothes	Shakira	Mebarak/Mendez	7500.00%	75.00% World
593620	Unreachable	Ashley Simpson	Simpson, Mann, Fox, Nevil, Frazier	20.00%	20.00% World Wide
	Up, Up And Away	5th Dimension	Webb	Sony/Lastrada 46.25%	46.25% World Wide
53827	Upside Down	X3	Edwards / Rodgers	50% Sony/ATV Songs LLC	50.00% Worldwide
593994	Valio la Pena	Marc Anthony	Estefano/Anthony	100.00%	100.00% World Wide
117148	Video	India Arie	Broady/Hargis/Sanders/Simpson	60.00%	60.00% World Wide
	Vindicated	Dashboard Confessional	Christopher Carraba	16.67%	16.67% World Wide
134126	Viviendo	Marc Anthony	Anthony/Osorio/Villamizar	15.00%	15.00% World Wide
593987	Volando Entre Tus Brazos	Marc Anthony	Estefano/Reyes	100.00%	100.00% World Wide
	Walk Away	Kelly Clarkson	Kreviazuk/Melda/Dioguard/Clarkson	30.00%	30.00% World Wide
111068	Walk Like A Man	Tim McGraw	Douglas	100.00%	100.00% World wide
597019	Walk Tall	John Mellencamp	Mellencamp	100.00%	100.00% World wide
47424	Water Runs Dry	Boyz II Men	Edmonds	100.00%	100.00%
134138	Way Of Life	Lil Wayne	Ouaites/Williams/Fresh/Carter	12.50%	12.50% World Wide

SCHEDULE A

53829	We Are Family	Sister Sledge	Rodgers/Edwards	50% Sony/ATV Songs LLC	50.00%	World Wide
603437	We Are Nowhere And It's Now	Bright Eyes	Oberst	100.00%	100.00%	World Wide
227734	We Be Clubbin'	Ice Cube	Cousin/Jackson	50%	50.00%	World Wide
619755	We Belong Together	Mariah Carey	Seal / Johnson / Bristol / Edmonds / Carey / Dupri /	13%	12.81%	World Wide
84052	We Can Work It Out	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
545116	We Carry On	Tim McGraw	Douglas, Slater	50.00%	50.00%	World Wide
93883	We Don't Talk Anymore	Cliff Richard	A. Tarney	100.00%	100.00%	World Wide
117684	Weapon of Choice	Fatboy Slim	Slater / Cook / Collins	33.33%	33.33%	Worldwide
8911	Welcome To My World	Jim Reaves; Eddy Arnold	Winkler/Hathcock	50.00%	50.00%	World Wide
36326	We'll Burn That Bridge	Brooks & Dunn	Cook/Dunn	100.00%	100.00%	World Wide
69589	We're Not Making Love No More	Dru Hill	Edmonds	87.50%	87.50%	World Wide
298058	West End Girls	Pet Shop Boys	Tennant/Lowe	100.00%	100.00%	World Wide
251170	What About Love?	Heart	Allen/Aston/Vallance	66.00%	66.00%	World Wide
274085	What Do I Have To Do	Kylie Minogue	Stock/Aiken/Waterman	33.34%	33.34%	World Wide
298083	What Have I Done To Deserve This	Pet Shop Boys	LOWE CHRISTOPHER SEAN, TENNANT NEIL FRANCIS, WILLIS ALTA SHERRAL	66.67%	66.67%	World Wide
124718	What If	Babyface	Edmonds	100.00%	100.00%	World Wide
127058	What If She's An Angel	Tommy Shane Steiner	Wayne B.	100.00%	100.00%	Worldwide
507909	What Is Love	Vivian Green	Green/Osunlade/Sample/Robertson	33.33%	33.33%	World Wide
599679	What Is It	EA Ski featuring Frontline	Shon Adams/Davood Asgari/Ameer Loggins/Mark Ogleton	75.00%	75.00%	World wide
137755	What If Ain't	Josh Turner	Mensy/Criswell	100.00%	100.00%	World Wide
593838	What I've Become	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100.00%	100.00%	WW
131969	What The World Needs	Wynonna	James/Lamar	50.00%	50.00%	World Wide
133936	What Was I Thinkin'	Dierks Bently	Bently/Beavers/Ruttan	100.00%	100.00%	World Wide
525827	Whatever Happened To the Heros	Joss Stone	Biffy Mann/ A. Moore/ Chris Rojas	35.00%	35.00%	World Wide
449039	Wheel Of Fortune Theme	n/a	Griffin	100.00%	100.00%	World Wide
517675	Wheels	Josh Gracin	Wilhelm/James	100.00%	100.00%	World Wide
43743	When Can I See You Again	Babyface	Edmonds	100.00%	100.00%	World Wide
543497	When I Think About Cheatin'	Gretchen Wilson	Wilson/McGhee/Rich	33.34%	33.34%	World Wide
84056	When I'm 64	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
131816	When The Sun Goes Down	Kenny Chesney	James	100.00%	100.00%	World Wide
111528	When You Say You Love Me	Josh Groban	Scofield/Hammond	50.00%	50.00%	World Wide
319375	Whenever, Wherever	Shakira	Mebarak/Mitchell/Estefan	75.00%	75.00%	World Wide
	Where Is Your Heart	Kelly Clarkson	Kreviazuk/Clarkson/Dioguardi	50.00%	50.00%	World Wide
106787	Where You Are	Jessica Simpson	Walters/Biancaniello/ Stamatopoulou/Lachey	90.00%	90.00%	World wide
104669	While You Loved Me	Rascal Flatts	Kim Williams / Dale Dodson / Danny Wells	66.66%	66.66%	Worldwide
25424	Whip Appeal	Babyface	Edmonds/Reid	83.14%	83.14%	World Wide
624190	Whiskey Girl	Toby Keith	Emerick/Keith	50.00%	50.00%	World Wide
117436	Whiskey Lullabye	Brad Paisley and friends	Anderson/Randall	50.00%	50.00%	World Wide
46881	Whiskey Under The Bridge	Brooks & Dunn	Brooks/Dunn/Cook	100.00%	100.00%	World Wide
549178	Who Knows	Avril Lavigne	Kreviazuk/Lavigne	50% Sony/ATV Songs LLC	50.00%	World Wide
517403	Why Can't I?	Liz Phair	Phair/Edwards/Spock/Christy	25.00%	25.00%	World Wide
103083	Why Does It Always Rain On Me	Travis	F. Healy	100.00%	100.00%	World Wide
84057	Why Don't We Do It In The Road	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
127600	Why Georgia	John Mayer	John Mayer	100.00%	100.00%	World wide
537895	Why?	Ricky Fante	Deutsch/Fante/Harris/Kats	35.00%	35.00%	Worldwide
113578	Wild	Poe	Danielewski Annie	58.00%	100.00%	World Wide
79560	Wink	Neal McCoy	Dipiero / Shapiro	50.00%	50.00%	WW
94364	Wired For Sound	Cliff Richard	Tarney/Robertson	50.00%	50.00%	World Wide
	Writing to Reach You	travis	Healy	100.00%	100.00%	World Wide
509389	Witch Doctor	Alvin & The Chipmunks		33.33%	33.33%	US & Canada
84059	With A Little Help From My Friends	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
300604	With Me	Lonestar	James/Verges	50.00%	50.00%	World Wide
518060	With You	Jessica Simpson	Morris/Marvel/Simpson	38.00%	38.00%	World Wide
84782	Within You, Without You	Beatles	Harrison	100.00%	100.00%	Worldwide
112990	Wonderwall	Oasis	Gallagher	100.00%	100.00%	World Wide
552318	Won't Be Lonely Long	Leann Rimes	Peirce/Finson	50.00%	50.00%	World Wide
84060	Word	Beatles	Lennon / Mccartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
526783	World on Fire	Sarah McLachlan	McLachlan/Marchland	25%	25.00%	Worldwide
204743	Wrong Side Of Da Tracks	Artifacts	Anadon/Brown/Ray/Williams	50.00%	50.00%	World Wide
447370	Xtacey Jones	Dru Hill	Qualtes/Pearson/Ruffin/Woodard/Weatherspoon	30.00%	30.00%	World Wide
443068	XXL	Keith Anderson	DiPiero, Anderson	50.00%	50.00%	World Wide
540198	Y Que Va A Ser De Mi	Victoria	Roberto Livi, Rudy Perez	50.00%	50.00%	World Wide
507594	Y Todo Queda en Nada	Ricky Martin	Estefano/Reyes	100.00%	100.00%	Universe
271836	Y Yo Sigo Aqui	Paulina Rubio	Salgado	100.00%	100.00%	World Wide
6997	YAKETY SAX (THE BENNY HILL SHOW)	BOOTS RANDOLPH	Randolph, Rich	100.00%	100%	Worldwide excluding UK, Ireland, France, Germany, Australasia, Netherlands, Belgium, S. Africa, Brazil
84062	Yellow Submarine	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
84065	Yesterday	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
26742	You	Ten Sharp	Hermes, Niels/Groen, Tom	100.00%	100.00%	World Wide
39637	You Ain't Seen Noghin' Yet	BTO	Randy Bachman	100.00%	100.00%	World Wide
136124	You Are Everything	Dru Hill	Cousin/Andrews	50.00%	50.00%	World Wide
447766	You Can't Get What You Want	Joe Jackson	Joe Jackson	100.00%	100.00%	World Wide
138355	You Can't Take The Honky Tonk Out Of The Girl	Brooks & Dunn	Dipiero/Allmand	50.00%	50.00%	World Wide
450406	You Got It	Roy Orbison	Petty/Lynn/Orbison	25.00%	25.00%	World Wide

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SCHEDULE A

[illegible]	[illegible]	Artist	Writer	US % Collected	US % Territory/WW World Wide Licensed
188450	You Gots to Chill	EPMD	Sermon Erick S; Smith Parrish Joseff; Troutman Roger	31.25%	31.25% World Wide
329474	You Know That I Love You	Donnell Jones	Hawkins/Smith/Absolam	33.34%	33.34% World Wide
84130	You Never Give Me Your Money	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00% World Wide
220699	You Really Got Me	The Kinks	Ray Davies	100.00%	100.00% US, Canada, & Mexico
99886	You Sang To Me	Marc Anthony	Cory Rooney, Marc Anthony	100.00%	100% Worldwide
507306	You Thought Wrong	Kelly Clarkson	Clarkson/Edmonds/Mason/Thomas/Tamyra	20.00%	20% World Wide
157143	You Used To Love Me	Faith Evans	Combs/Evans/Thompson	40.00%	40% Worldwide
195195	You Won't Ever Be Lonely	Andy Griggs	Griggs, Jones	50.00%	50% Worldwide
127603	Your Body Is A Wonderland	John Mayer	Mayer	100.00%	100% World wide
450541	Your Cheatin Heart	Hank Williams	Hank Williams	100.00%	100.00% World Wide
84069	Your Mother Should Know	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
548033	Your Pops Don't Like Me	Nick Cannon	Troutman, Smith, Simon, Jackson, Cannon, Barrett, Tchusma, Battiste, Campbell, Hutchinson	48.12%	48.12% World Wide

EXHIBIT CO 0535

Document Category

Licenses

Song Code(s):

US Song Code(s)

Song Title(s): N/A

Composer(s): N/A

License Type (circle one): Mech., Synch, Print, Dual Disc - Other: RINGTONE

Recording Artist: N/A

Product Title: N/A

Licensee: REDACTED

Product Number: N/A

Description: Blanket Ringtone License Agreement w/ Schedule A

September 30, 2005 Agreement

BLANKET RINGTONE LICENSE AGREEMENT

This ringtone license agreement (the "Agreement") is made and entered into as of September 30, 2005 (the "Effective Date"), by and between SONY/ATV MUSIC PUBLISHING LLC, a Delaware limited liability company, 550 Madison Avenue, New York, New York 10022 (hereinafter "Publisher" or "Sony"), on the one hand, and REDACTED (hereinafter, "Company"), on the other.

WHEREAS, Publisher owns, controls and/or administers the rights in and to certain Compositions (as defined below) (the "Sony Catalog"); and

WHEREAS, Company desires to select certain Compositions from the Sony Catalog and incorporate them into Ringtones (as defined below), and Publisher desires to grant Company a license to so use the Compositions, subject to the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

1. GRANT OF RIGHTS/RESTRICTIONS/PROCEDURES

(a) Publisher hereby grants to Company a non-exclusive right and license throughout the Territory to do the following with respect to the Compositions in the Sony Catalog: (i) to adapt and record, at Company's sole expense, up to thirty (30) seconds of each Composition in the Sony Catalog and to create one (1) or more Ringtones embodying each such Composition, and to authorize Approved Sublicensees to do the same; provided, however, that no such adaptation shall change the basic melody or fundamental character of any such Composition; (ii) to Sell and otherwise distribute Ringtones solely as permitted hereunder, and to authorize Approved Sublicensees to do the same; (iii) to copy, reproduce, store and transmit Ringtones solely to the extent necessary to exploit the Ringtones as specifically set forth herein, and to authorize Approved Sublicensees to do the same; (iv) to grant a perpetual license to each End User who lawfully receives Ringtones from a Service to use and exploit such Ringtones as permitted by the terms and conditions under which an End User is permitted to use the Ringtones concerned, and to authorize Approved Sublicensees to do the same; and (v) to use the titles of the Compositions embodied in Ringtones and the names of the writer(s)/composer(s) of such Compositions solely as factual identifiers when making Ringtones available to End Users on a Service, and to authorize Approved Sublicensees to do the same.

(b) Notwithstanding anything to the contrary set forth herein, the rights granted hereunder do not include the right to use the music or the lyrics of any Composition in connection with any advertisement or commercial or in any printed form, or to synchronize the Compositions in timed relation with any still, animated, or moving visual image of any nature. In addition, neither the music nor the lyrics of the Compositions shall be used or positioned in a manner that could be construed as an endorsement of, advertising or promotion for any product or service, including, without limitation, any product or service of Company, any or any Approved Sublicensee, without Publisher's prior written consent.

(c) All rights not specifically granted herein are reserved by Publisher. For the avoidance of doubt, the rights granted hereunder do not include the right to publicly perform Ringtones by any means or for any purpose, including, without limitation, preview or demonstration purposes. Company is solely responsible for, and shall pay all costs associated

with, obtaining such performing rights licenses directly from the applicable performing rights society, including, without limitation, ASCAP, BMI, SESAC or any other applicable third party.

(d) Attached hereto as Exhibit A is a list of Compositions from the Sony Catalog that Company desires to use in Ringtones as of the Effective Date. If at any time during the Term Company wishes to amend Schedule A to include additional Compositions, Company shall provide Publisher with written notice of its desire to amend Schedule A and include the titles of the additional Compositions. Company shall not use any such Compositions until Company receives written notice from Publisher confirming that such additional Compositions may be used and setting forth the relative ownership and/or income interests of the copyright proprietors of each Composition concerned. All requests by Company to amend Schedule A shall be sent in writing to Todd Ellis, Licensing Manager, Sony/ATV Music Publishing LLC, 8 Music Square West, Nashville, TN 37203. todd_ellis@sonymusic.com.

2. COMPANY OBLIGATIONS

(a) Company agrees to comply with any and all restrictions communicated to Company by Publisher relating to a specific Composition relative to Territory, name and likeness, use restrictions and any other restrictions to which Publisher may be subject.

(b) Publisher may request in writing that Company and each Approved Sublicensee cease exploiting any Composition hereunder, for any reason or no reason at all. For the avoidance of doubt, it is understood that all third party licensees shall be treated equally with respect to the foregoing provision. Company shall instruct the Approved Sublicensees terminate its use and exploitation of the specified Compositions within ten (10) days after receiving notice of such request from Publisher.

(c) At all times during the Term, the Ringtones shall be stored, hosted, secured, served and delivered in accordance with Company's security practices, which shall at a minimum provide a reasonable level of security for all Ringtones hereunder. If during the Term more advanced security technology becomes readily available in the marketplace and is generally adopted as an acceptable standard, Company shall store, host, secure, serve and deliver the Ringtones pursuant to such more advanced technology. If a breach of security occurs, or if Publisher reasonably believes that a breach in security will occur in connection with the servers or network components used for the Ringtones, such that unauthorized access to the Ringtones is or may become available, then Company will immediately, but in no event later than within twenty-four (24) hours after notice from Publisher, instruct the Sublicensees to prevent access to the Ringtones, and Company's license rights hereunder will be suspended until such time as the security breach is cured to Publisher's satisfaction. Company shall immediately report to and notify Sony in writing of all server breaches and all forms of "hacking" that expose the Ringtones to unauthorized access.

(d) Company shall, at Publisher's request, enable five (5) designees of Publisher to freely and without charge or expense to Publisher receive Ringtones as an End User of one of the Approved Sublicensees for the purpose of evaluating the quality of the Ringtones concerned and ensuring Company's adherence to the terms and conditions of this Agreement. Publisher shall provide the names of its designee(s) to Company in writing promptly after Publisher makes such request.

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3. **TERM**

The Term of this Agreement shall commence on the Effective Date and end on the date that is twenty-four (24) months thereafter, unless earlier terminated by either party hereto as hereinafter set forth.

4. **ADVANCE**

In consideration of the license granted to Company herein, Company shall pay to Publisher, as an advance against the fees payable to Publisher pursuant to paragraph 5 below, the non-returnable sum of REDACTED upon Company's execution of this Agreement.

5. **RINGTONE LCENSE FEES**

As full and sufficient consideration of the rights granted herein, Company shall pay Publisher the following:

(a) Ringtone License Fees.

(i) For each Sale of a Ringtone embodying a Composition hereunder, a license fee equal to the greater of: (i) REDACTED of Company Revenue from such Sale; or (ii) REDACTED (the "ex-Brazil License Fee"), provided that with respect to any Ringtone containing any Composition that is not wholly owned and/or controlled by Publisher in and throughout the Territory, the payment specified in this section 5(a)(i) shall be pro-rated in proportion to Publisher's ownership or administrative share of such musical composition as set forth on Schedule A attached hereto. For the avoidance of doubt, if more than one Ringtone is created using the same Composition, Company shall pay an ex-Brazil License Fee in respect of each such Ringtone; and

(ii) Notwithstanding anything to the contrary in section 5(a)(i) above, for each Sale of a Ringtone delivered within the country of Brazil, Company shall pay Publisher the greater of: (i) the applicable Ringtone License Fee set forth in section 5(a)(i) above; or (ii) REDACTED (the "Brazil License Fee"; together with the ex-Brazil License Fee, the "Ringtone License Fee"). For the avoidance of doubt, if more than one Ringtone is created using the same Composition, Company shall pay a Brazil License Fee in respect of each such Ringtone.

(b) Fixation Fees.

(i) "Omitted without implication"

(ii) In respect of each Composition set forth on Schedule A attached hereto, a non-refundable, non-recoupable fixation and administration fee equal REDACTED

REDACTED (the "Brazil Fixation Fee"; together with the Brazil Fixation Fee, the "Fixation Fee") in respect of the initial fixation of each such Composition, payable promptly after Company's execution hereof. In the event Schedule A is amended to include additional Compositions, the Brazil Fixation Fee in respect of each such additional Composition shall be payable in connection with the accounting statement rendered to Publisher pursuant to paragraph 6 hereof immediately following the addition of the Compositions concerned. For the avoidance of doubt, if more than one Ringtone is created using the same Composition, Company shall pay a Brazil Fixation Fee in respect of each such Ringtone.

(c) If at any time during the Term hereof Company pays any license fee, royalty, advance, and/or other monies, or offers any other financial terms or economic benefits (collectively, the "Remuneration"), for the same or equivalent rights as granted herein to any other publisher, administrator, licensor or owner of musical compositions, or to any agent of the same (including any music industry rights society) that is greater or more beneficial than the terms set forth herein, such more favorable Remuneration shall automatically be included herein and Company shall pay and/or provide such more favorable Remuneration to Publisher retroactively to the date on which such more favorable Remuneration is granted to such other publisher, administrator or owner.

6. PAYMENTS AND ACCOUNTINGS

(a) Company shall compute and pay an amount equal to the applicable Ringtone License Fees, Fixation Fees and any other payments accrued hereunder no less than forty-five (45) days after the end of each calendar quarter of the Term, in respect of each such calendar quarterly period. In connection with each calendar quarterly accounting period, Company shall also send an accounting statement (the "Ringtone License and Fixation Fee Report") covering the calculation and determination of the Ringtone License Fees and the Fixation Fees, including the following: (i) the title of the Composition embodied in each Ringtone Sold or otherwise distributed; (ii) the writer(s)/composer(s) of the Composition concerned; (iii) the number of Sales, transmissions, downloads, streams, performances or other deliveries of each Composition concerned made by Company and each Approved Sublicensee; (iv) the retail price charged by Company and each Approved Sublicensee in connection with the Ringtone concerned; (v) the Net Monetary Revenue received by Company each Approved Sublicensee in connection with the Ringtone concerned; (vi) the period during which the Sale, transmission, download, stream, performance or other delivery of the Ringtone concerned occurred; (vii) the Ringtone License Fee and the Fixation Fee payable in respect of each Composition; (viii) all other information reasonably necessary to support all calculations of the amounts paid and which may be due; and (ix) the amount of all such fees and payments which are due for the quarterly period concerned. The information set forth in the preceding sentence shall be separately reflected for Company and each Approved Sublicensee for each region of the Territory.

(b) All payments to Publisher shall be computed in the relevant local currency and remitted in United States dollars. Each conversion from another currency for the purpose of computing such payments shall be calculated at the rate of exchange, as published by *The Wall Street Journal*, for major territory currencies, in effect on the date the statement concerned is rendered.

(c) Company shall pay interest at the rate of one percent (1.0%) per month, or the maximum rate permitted by law, whichever is less, from the date past due, on any Ringtone License Fees or Fixation Fees not paid within forty-five (45) days following the quarterly accounting period as provided herein, without prejudice to any other rights Sony may have in connection with such delinquency.

(d) Company shall maintain accurate and complete records and accounting books with regard to the licensing and exploitation of the Compositions embodied in the Ringtones, including, without limitation, all information needed to compute and verify the amounts payable to Publisher hereunder. During the Term, but not later than the date that is five (5) years following the termination or expiration of the Term, upon reasonable advance written notice, and at Sony's sole cost and expense (subject to the last sentence of this subparagraph 6(e)), Publisher will have the right to examine, or appoint a third party auditor to examine, those books and records at any time during Company's normal business hours at the place where such books and records are normally maintained; provided, however, that Sony shall be permitted to make such examination only one (1) time during any five (5) year period in connection with a particular Ringtone License Fee Report or Fixation Fee Report, as the case may be. Company will reasonably cooperate with Publisher's representatives to insure compliance with the foregoing. In the event an examination of Company's books and records reveals a deficiency in payments paid to Publisher of five percent (5%) or more of the total amount accounted to Publisher during the period of the audit, Company shall pay all reasonable out-of-pocket expenses related to the performance of such examination, including, without limitation, travel expenses, hotel expenses and per diems, together with the underpayment and interest as provided herein.

(e) For a period of five (5) years following the last day of the Term, Company shall retain all transaction data reasonably necessary for Publisher and Company to determine and verify all amounts due or payable hereunder and for accounting purposes.

6A. TAXES

Company and each Approved Sublicensee shall have the sole responsibility for collection and remittance to the appropriate taxing authorities taxes that may be imposed on sales of Ringtones by Company and each Approved Sublicensee to End Users. Taxes include sales, use, excise, gross receipts or other similar taxes. Each party hereto shall be responsible for taxes based on its own net income.

7. EXPERIMENTAL AGREEMENT

This Agreement is being entered into on an experimental and non-prejudicial basis, shall apply for the Term hereof only, and shall not be binding upon or prejudicial to any position taken by Publisher or Company for any period subsequent to the Term of this Agreement, including but not limited to the negotiation of the renewal or extension of this Agreement.

8. OWNERSHIP AND ARRANGEMENT OF COPIES

(a) Any arrangement(s) or adaptations of a Composition which Company shall cause to be made in the creation of a Ringtone shall be made at Company's sole expense and shall be created only as the result of employment-for-hire, and such arrangement or adaptation shall be a "Work Made For Hire" for Company as such term is used in the United States copyright law,

except for those master recordings owned by record companies or Licensee and/or its own licensors. Promptly after the rights granted to Company hereunder expire or terminate, Company shall be deemed to have assigned to Publisher the copyright throughout the universe to each arrangement or adaptation of such Ringtones and all renewals and extensions of copyright therein, and Company shall execute all documents reasonably necessary to evidence the assignment thereof. The arranger shall not be entitled to authorship credit or status as a collaborator or any remuneration by way of royalty or otherwise from the authors of such Composition or from Publisher or from any agent of Publisher.

(b) Notwithstanding the foregoing, Publisher hereby agrees never to use itself or license the use of the arrangements acquired pursuant to subparagraph 8(a) above to any third party, whether inside or outside the Territory or during or after the Term.

9. WARRANTIES, REPRESENTATIONS AND INDEMNITIES

(a) Publisher represents, warrants and agrees (solely with respect to its respective fractional interest in the Compositions as set forth on Schedule A attached hereto) that (i) it has the full right, power and authority to enter into this Agreement and to grant to Company all the rights hereunder on the terms and conditions set forth herein and it will not take any action which conflicts or is inconsistent with such ability, right and authority; and (ii) the use of the Compositions as contemplated hereunder shall not violate any intellectual property right of any third party and there are no actions, suits, proceedings, agreements or other impediments, actual or threatened, which would prevent or impair Publisher from performing its duties and obligations hereunder.

(b) Company warrants, represents and agrees that (i) Company has the right and power to enter into and fully perform this Agreement and Company and each Approved Sublicensee is and shall continuously be a corporation in good standing in the jurisdiction of its incorporation; (ii) Company's and each Approved Sublicensee's principal place of business is located within the United States of America; (iii) Company and each Approved Sublicensee shall track and maintain records of the countries in which each Ringtone is downloaded, transmitted, delivered or otherwise distributed; (iv) upon written instruction from Publisher, Company and Approved Sublicensee shall not license or distribute any Ringtone or Composition to any third party that is engaged in piracy, illegal activities or other unauthorized uses of the Composition, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor; (v) Company and each Approved Sublicensee has or will promptly obtain from the applicable public performance licensing society or organization a license to publicly perform the Ringtones throughout the Territory; (vi) Company and each Approved Sublicensee will not, and shall not authorize any person or entity to change the basic melody or fundamental character of any Composition; (vii) Company and each Approved Sublicensee will not cause, through its actions and/or omissions, any and all so-called "viruses," "worms" and/or "destructive codes" (as those terms are commonly understood in the United States computer industry) to be embodied in any Ringtones; (viii) Ringtones shall be made available by Company and Approved Sublicensees exclusively to authorized End Users; and (ix) Ringtones will not be offered in a manner that could be construed by a reasonable person as an endorsement or sponsorship of any product, service, person or entity, as a so-called "commercial tie-up" or "commercial tie-in" or any similar use, directly or indirectly, in whole or in part.

You warrant and represent that you shall cause all Approved Sublicensees and other persons or entities providing services in connection with the Ringtones embodying Compositions hereunder to abide by the terms and conditions of this Agreement, and any breaches by such persons or

entities shall be deemed breaches by Company, including, without limitation, for purposes of indemnification under section 10(d)(1).

(c) (1) Publisher shall indemnify and hold harmless Company from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorney's fees and costs) arising out of or incurred as a direct result of any breach by Publisher of any warranty, representation, agreement or undertaking made by Publisher in this Agreement (individually and collectively, "Publisher Claims");

(2) In the event of any Publisher Claim: (i) Company shall notify Publisher of the Publisher Claim concerned promptly following the date that Company becomes aware of it; (ii) Publisher shall defend against the Publisher Claim concerned (at Publisher's own expense) through legal counsel selected by Publisher; and (iii) each party shall reasonably cooperate with the other in the defense of the Publisher Claim concerned. Publisher may not settle a Publisher Claim without Company's prior written consent, which consent shall not be unreasonably withheld or delayed. Publisher shall be solely responsible for the amount of any settlement or judgment for such Publisher Claim and all legal expenses and counsel fees incurred by Publisher in connection therewith. Company shall have the right at all times to actively participate in the defense of any Publisher Claim and to employ legal counsel selected by Company at Company's own expense, it being understood that Publisher shall have the right at all times, in Publisher's sole discretion, to maintain control of the conduct of the defense.

(d) (1) Company shall indemnify and hold harmless Publisher and Publisher's affiliates from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorney's fees and costs) arising out of or incurred as a direct result of (i) any breach by Company of any warranty, representation, agreement or understanding made by Company in this Agreement; and (ii) any claims that result from any use of the Compositions by Company that are not expressly authorized by this Agreement; (individually and collectively, "Company Claims").

(2) In the event of any Company Claim: (i) Publisher shall notify Company of the Company Claim concerned promptly following the date that Publisher becomes aware of it; (ii) Company shall defend against the Company Claim concerned (at Company's own expense) through legal counsel selected by Company; and (iii) each party shall reasonably cooperate with the other in the defense of the Company Claim concerned. Company may not settle a Company Claim without Publisher's prior written consent, which consent shall not be unreasonably withheld or delayed. Company shall be solely responsible for the amount of any settlement or judgment for such Company Claim and all legal expenses and counsel fees incurred by Company in connection therewith. Publisher shall have the right at all times to actively participate in the defense of any Company Claim and to employ legal counsel selected by Publisher at Publisher's own expense, it being understood that Company shall have the right at all times, in Company's sole discretion, to maintain control of the conduct of the defense.

10. TERMINATION

(a) If either party hereto fails to comply with any of the material terms or conditions of this Agreement (the "Defaulting Party"), the other party hereto (the "Non-Defaulting Party") may (without prejudice to any other rights the Non-Defaulting Party may have) terminate this Agreement by giving the Defaulting Party thirty (30) days' prior written notice to cure its breach or default. If the Defaulting Party does not cure its breach or default within such thirty (30) day period, the Non-Defaulting Party may forthwith terminate this Agreement upon written notice to

the Defaulting Party. Any notice of termination shall be effective as of the date of such notice, but in no event sooner than three (3) business days after the Defaulting Party's receipt of such notice. Notwithstanding anything to the contrary, this Agreement will terminate automatically, without notice (if permitted under applicable law), if any of the following occurs:

(i) Company is dissolved or its assets are liquidated, or if Company becomes insolvent; or

(ii) A bankruptcy proceeding for a reorganization or for other relief from the claims of creditors, or any similar proceeding takes place with respect to Company or its assets.

(iii) Company ceases doing business in the ordinary course and/or there is a substantial diminution in the ability of Company to effectively carry on its business in general or any aspect thereof or the business of a Service in particular.

(iv) Company breaches any of Company's material representations, warranties, covenants or obligations hereunder, or Company fails to fulfill its material obligations hereunder; provided, however, that such breach is not cured within twenty (20) days from Company's receipt of Sony's notice of such breach.

(v) Company fails to timely make payments required hereunder or render any information or documents required to be furnished or otherwise made available to Publisher as and when required hereunder; provided, however, that with respect to any such breach Company shall have a period of five (5) days from its receipt of Publisher's notice of such breach in which to cure said breach.

(vi) Company uses a Composition in a Ringtone without first notifying Publisher in writing of the title of the Composition concerned and receiving approval for the use of such Compositions from Publisher.

(vii) Company licenses the rights hereunder to a third party that is not an Approved Sublicensee as set forth herein.

(b) The expiration or termination of this Agreement shall not relieve either party hereto of responsibility for obligations incurred prior to termination.

(c) Upon the expiration or termination of this Agreement, all rights of Company, and Approved Sublicensees in and to the Compositions shall terminate except as otherwise provided herein, Company shall remove, return or destroy all Ringtones embodying the Compositions hereunder, and Company shall pay all monies then due or to become due to Sony pursuant to paragraph 5 hereof.

(d) Anything to the contrary herein notwithstanding, the rights of End Users in respect of Ringtones lawfully obtained under section 1(a)(iv) hereof shall survive any expiration or termination of this Agreement.

(e) The terms, provisions, representations, and warranties contained in this Agreement which are intended to survive the expiration or termination of this Agreement will so survive and continue in full force and effect until they are satisfied in full or by their nature expire.

11. DEFINITIONS

(a) Intentionally Omitted Without Implication.

(b) "Approved Sublicensee(s)" shall mean those entities approved by Publisher as set forth on Schedule B attached hereto. Additional third parties may be added to Schedule B, subject to Sony's prior written approval. If no Schedule B is attached hereto, Company shall be deemed to have no Approved Sublicensees and Company shall have no right to grant the rights granted herein to any third party. For the avoidance of doubt, Approved Sublicensees shall not have the right to license the rights granted to them by you hereunder.

(c) "Compositions" means those musical works, solely to the extent that they are owned and/or controlled by Publisher in and throughout the Territory, which Publisher has approved for use by Company in the creation of Ringtone(s) as set forth on Schedule A, attached to and made a part hereof, as such Schedule A may be amended in writing from time to time as hereinafter provided.

(d) "End User" means any person within the Territory who receives a Ringtone or to whom a Ringtone is distributed and/or transmitted for the purpose of being written or otherwise stored in the memory of such End User's selected Wireless Device.

(e) "Company Revenue" means (a) the Net Monetary Revenue received by, or due and owing to, Company and each Approved Sublicensee from the Sale by Company and each Approved Sublicensee, as applicable, of a Ringtone via a Service, calculated by using the Sale price of the Ringtone concerned charged by Company and each Approved Sublicensee, as applicable, to an End User; and (b) the reasonable value of goods, services or credits received by Company and each Approved Sublicensee from any source in lieu of cash payments for the exploitation of Ringtones licensed hereunder. For the avoidance of doubt, if Company sublicenses any Ringtone to an Approved Sublicensee, it is the Sale price of the Ringtone to the End User charged by the Approved Sublicensee concerned, and not any lesser sublicensing fee paid by the Approved Sublicensee to Company, that shall be used as a basis to determine Company Revenue. "Net Monetary Revenue" means gross revenue, excluding value added, use, sales or other similar taxes to be collected for payment to the applicable taxing authority(ies), but excluding, for the avoidance of doubt, rebates, in connection with such Sale.

(f) "Ringtone" means an audible electronic code, whether or not such code embodies a sound recording, embodying a performance of a pre-determined synthesized melodic fragment of a Composition, whether monophonic, polyphonic, midi, WAV, SMAF, AMR, MP3 or other formats created for the purpose of causing a Wireless Device to play such fragment for use as an identifier or as an element of an identifier of an activity on such Wireless Device, such as the receipt of an incoming signal.

(i) "Master Ringtone" shall mean a Ringtone consisting of a compressed audio file of an excerpt of a master recording of a Composition.

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(ii) "Monophonic Ringtone" shall mean a Ringtone in the MIDI format consisting of a single melodic voice.

(iii) "Polyphonic Ringtone" shall mean a Ringtone in the MIDI format consisting of multiple melodic voices.

(g) "Sale", "Sell" or "Sold" means any action whereby an End User in the Territory obtains from Company or an Approved Sublicensee a complete or useable copy of a Ringtone that is capable of being written or otherwise stored in the memory of a Wireless Device. For the avoidance of doubt, a Sale shall include any action described in the preceding sentence which occurs during a promotion, contest, give-away or any other distribution of a Ringtone for no consideration or consideration other than the then-current full retail price. For the avoidance of doubt, Ringtones shall not be installed on or delivered to Wireless Devices prior to the purchase of such Wireless Devices by End Users (i.e., they shall not be embedded into Wireless Devices prior to the purchase of such Wireless Devices by End Users).

(h) "Service" means the provision of a Ringtone via a range of service channels, including, but not limited to, the Internet, cable, satellite, web, wireless application protocol (a/k/a WAP), wireless local area network (a/k/a WLAN), Bluetooth technology (infrared or other similar radio wave technology), wired connection from a local computer, short or smart messaging service (a/k/a SMS), subsequent corresponding technologies or any other form of distribution or transmission of Ringtones.

(i) "Term" means the period specified in Article 3 herein.

(j) "Territory" means the United States of America, Canada, Guatemala, Belize, El Salvador, Honduras, Nicaragua, Costa Rica, Panama, Columbia, Venezuela, Guyana, Suriname, French Guiana, Brazil, Uruguay, Argentina, Chile, Peru, Ecuador, Bolivia, Paraguay.

(k) "Wireless Device" shall mean an electronic device typically designed to be used for, among other purposes, mobile voice and/or data communications, and includes, without limitation, wireless communication terminals, handsets, mobile phones, pagers, personal digital assistants and accessories which are capable of receiving a Ringtone.

12. ASSIGNMENT

Publisher may assign its rights under this Agreement in whole or in part to any subsidiary, affiliated or controlling corporation or company, to any Person owning or acquiring a substantial portion of the stock or assets of Publisher, or to any partnership or other venture in which Publisher participates, and such rights may be similarly assigned by any assignee. No such assignment shall relieve Publisher of any of Publisher's obligations hereunder. Company may assign its rights hereunder to any affiliate or any other person in connection with the sale or transfer of substantially all of its assets, provided, however, that Company shall not assign this agreement to a competitor of Publisher or to an entity engaged in the business of manufacturing, distributing and/or selling (i) blank or digital recording media for the purpose of facilitating the resale thereof, or (ii) products designed to circumvent copy protection mechanisms.

13. FORCE MAJEURE

If because of: an act of God; inevitable accident; fire; lockout, strike or other labor dispute; riot or civil commotion; act of public enemy; enactment, rule, order or act of any government or governmental instrumentality (whether federal, state, local or foreign); failure of technical facilities; failure or delay of transportation facilities; any or other cause of a similar or different nature not reasonably within Sony's or Company's control (a "Force Majeure Event"); Sony or Company, as the case may be, is materially hampered in the performance of its obligations hereunder, then, without limiting either party's rights, Sony or Company, as the case may be, shall have the option by giving a notice ("Suspension Notice") to the other party hereto suspending the Term for the duration of any such contingency solely in the region of the Territory affected by such Force Majeure Event. In the event the Force Majeure Event exceeds thirty (30) days, this Agreement may be terminated by written notice from either party hereto.

14. NOTICES

Except as specifically provided herein, all notices under this Agreement shall be in writing and shall be given by courier or other personal delivery or by registered or certified mail at the appropriate address below or at a substitute address designated by notice by the party concerned.

TO COMPANY: The address shown above.

TO PUBLISHER: 550 Madison Avenue
New York, New York 10022-3211
Attention: Senior Vice President, Business Affairs and Administration

and

Sony Corporation of America
Law Department
550 Madison Avenue
New York, New York 10022-3211
Attention: Senior Vice President and General Counsel

Notices shall be deemed given when mailed or, if personally delivered, when so delivered, except that a notice of change of address shall be effective only from the date of its receipt.

15. LIMITATION OF LIABILITY

EXCEPT FOR CLAIMS UNDER ARTICLE 9 ABOVE, NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR FOR INTERRUPTED COMMUNICATIONS, LOST DATA, LOST PROFITS, LOST REVENUE OR LOST OPPORTUNITIES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF THAT PARTY HAS BEEN ADVISED OF (OR KNOWS OR SHOULD KNOW OF) THE POSSIBILITY OF SUCH DAMAGES.

16. MISCELLANEOUS

(a) This agreement contains the entire understanding of the parties relating to its subject matter. No change of this agreement will be binding upon either party unless it is made

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by an instrument signed by Company and by an officer of Publisher. A waiver by either party of any provision of this agreement in any instance shall not be deemed to waive it for the future. All remedies, rights, undertakings, obligations and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy right, undertaking, obligation or agreement of either party.

(b) No designation, approval, or consent provided for in this Agreement will be deemed given unless set forth in writing and signed by an authorized officer or representative of the party concerned.

(c) If any part of this Agreement, or the application thereof to any party, shall be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect the remainder of this Agreement, which shall continue in full force and effect, or the application of this Agreement to the remaining parties hereto.

(d) This agreement has been entered into in the State of New York, and the validity, interpretation and legal effect of this agreement 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), only, will have jurisdiction of any controversies regarding this agreement; any action or other proceeding which involves such a controversy will be brought in those courts, in New York County, and not elsewhere.

(e) The relationship of the parties is that of independent contractors and nothing in this Agreement shall render either party an agent of the other.

(f) The headings, subheadings, and other captions in this Agreement are for convenience and reference only and will not be used in interpreting, construing, or enforcing any of the terms of this Agreement. Each party acknowledges that it has had the opportunity to review this Agreement with legal counsel of its choice, and there will be no presumption that ambiguities will be construed or interpreted against the drafter, and no presumptions made or inferences drawn because of the inclusion of a term not contained in a prior draft or the deletion of a term contained in a prior draft. The words "hereof," "herein," "hereunder" and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement.

(g) This Agreement will not become effective until executed and delivered by Publisher and Company.

SONY/ATV MUSIC PUBLISHING LLC

By: _____

Name: Adams Karl

Title: _____

Date: 3/31/06

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SCHEDULE A

Song #	Title	Artist	Writer	Share	Royalty	Territory
631760	20 Years, 17 Days	Lyfe	Jennings; Sigler; Curry	50.00%	50.00%	World Wide
544769	50/50	Lemar	Hermansen, T.E./Miller, M./Obika, Lemar/Rustan, H./Mikkel SE	12.50%	12.50%	World Wide
127000	83	John Mayer	Mayer	100%	100.00%	World Wide
112898	911	Wyclef Feat. Mary J Blige	Jean; DuPlessis; Brown; Cadet	47.50%	47.50%	World Wide
68509	(I've Had) The Time Of My Life	Officer & A Gentleman	J. DeNicola,D. Markowitz, F. Previte	12.50%	12.50%	World Wide
58927	(Lying Here With) Linda On My Mind	Conway Twitty	Twitty	100.00%	100.00%	World Wide
	1 In The Morning	LL Cool J	James Smith, Blackman	100.00%	100.00%	World Wide
599373	1000 Good Intentions	Rise Against	Principe/McIrath/Barnes/Wieklinski	75.00%	75.00%	World Wide
78051	4,3,2,1	LL Cool J	Smith/Redmon/Sermon/ Method Man/Cannibus	15.00%	15.00%	World Wide
39005	50,000 Names	George Jones	O'Hara	100.00%	100.00%	Worldwide
127338	8 Days of Christmas	Destiny's Child	Knowles / McCalla	50%	50.00%	Worldwide
110758	9PM	ATB	Tannenberger/Ferrerons/Posadas/Riviera	50.00%	31.25%	World Wide
83909	A Day In The Life	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
38092	A Little Respect	Erasure	Bell/Clarke	100.00%	100.00%	World Wide
118200	A Love Before Time (Crouching Tiger Hidden Dragon Theme)	Theme	Calandrelli / Dun	100.00%	100.00%	Worldwide
137038	A Moment Like This	Kelly Clarkson	Ried/Elofsson	50.00%	50.00%	World Wide
130202	A New Day Has Come	Celine Dion	Moccio/Nova	50.00%	40.00%	World Wide
337255	A Real Fine Place to Start	Sara Evans	Ducas/Foster	50.00%	50.00%	World
501010	Absolutely Fabulous	Pet Shop Boys	Tennant/Lowe	100.00%	100.00%	World Wide
83910	Across The Universe	Beatles	Lennon/McCartney	66.67%Sony, 33.33% EMI	100.00%	World Wide
67841	Ada	Sarah McLachlan	McLachlin/P. Marchand	50.00%	50.00%	World Excluding Canada
315510	Aerials	System of a Down	Malakian, Tankian, Odadjuan, Dolmayan	100.00%	100.00%	World Wide
523509	Aero Dynamic	Kraftwerk	Schmitt/Huetter/Hilpert	100.00%	100.00%	Worldwide
293946	After You've Gone	One True Voice	Stock/Waterman	50.00%	50.00%	World Ex. Eire, UK
449448	Agnus Del	Michael W. Smith	Smith	100.00%	100.00%	World Wide
593985	Ahora Quien	Marc Anthony	Estefano/Reyes	100.00%	100.00%	Worldwide
35380	Ain't Goin' Down Til The Sun Comes Up	Garth Brooks	Williams/Brooks/Blazy	33.34%	33.34%	World Wide
130269	Ain't It Funny	Jennifer Lopez	Rooney / Lopez	100.00%	100.00%	Worldwide
54545	Ain't No Fun (If The Homies Can't Have None)	Snoop Dogg	Young/Broadus/Nathan/Kurupt/Warren	50.00%	50.00%	World Wide
104958	Ain't No Future In Yo Frontin'	MC Breed	Troutman/Clinton/	31.25%	31.25%	Worldwide
597582	Ain't Nothin Wrong	Houston	Edmonds/Dixon/Thomas/Dawkins/Mason Jr	17.50%	17.50%	World Wide
84433	Air	Ben Folds Five	Ben Folds, Darren Jessee, Robert Sledge	100.00%	100%	World Wide
548027	Algo Tienes	Paulina Rubio	Chris Rodriguez, Manny Benito	50.00%	50%	World Wide
596105	Alive	Kenny Wayne Shepherd	Frederiksen/Shepherd	100.00%	100%	World Wide
547537	All Falls Down	Kayne West	Hill/West	100.00%	100%	World Wide
44501	All For Love (The Three Musketeers)	Bryan Adams	Adams/Lange/Kamen	58.33%	58%	World wide
512560	All I Have	Jennifer Lopez	Riddick/Bowser/Richardson/Smith/McPherson/Jeffrey	8.34%	8%	World Wide
102020	All I Wanna Do	Sheryl Crow	Gilbert, Kevin	16.50%	16.50%	World Wide
86529	All I Want For Christmas Is You	Mariah Carey	Carey/Afanasieff	50.00%	50.00%	World Wide
608781	All Jacked Up	Gretchen Wilson	Wilson/McGehee/Rich	33.34%	33.34%	World Wide
448710	All My Exes Live In Texas	George Strait	Shafer	100.00%	100.00%	World Wide
83912	All My Lovin	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	
132195	All Rise	Blue	Eriksen / Rustan / Hermansen	30.00%	30.00%	Worldwide
83913	All Together Now	Beatles	Lennon/McCartney	66.67%Sony, 33.33% EMI	100.00%	World Wide
83914	All You Need Is Love	Beatles	Lennon John/Mc Cartney Paul	66.67%Sony, 33.33% EMI	100.00%	World Wide
38041	Alone	Mariah Carey	Steinberg/Kelly	100.00%	100.00%	World Wide
41302	Alone Again (Naturally)	Gilbert O'Sullivan	O'Sullivan	100.00%	100.00%	World X UK, Japan, SE Asia
220306	Anthem For the Year 2000	Silver Chair	Johns	100.00%	100.00%	World
117669	Always Come Back To Your Love	Samantha Mumba	Eriksen / Rustan / Hermansen	33.34%	33.34%	Worldwide
82696	Always Never The Same	George Strait	McBride/Green	50.00%	50.00%	Worldwide
58638	Always You	Sophie Zelmani	Zelmani/Halapi/Starkie	100.00%	100.00%	World wide
124396	AM TO PM (Spanish Version)	Christina Milian	Milian/ Karlsson/ Winnberg / Lopez	16.67%	16.67%	Worldwide
503600	Amar Sin Mentiras	Marc Anthony	Estefano/Anthony	100.00%	100.00%	World Wide
113587	Amazed	Poe	Danielewski Annie	50.00%	100.00%	World Wide
526459	Amazin'	LL Cool J	Smith, Hugo, Williams	50.00%	50.00%	World Wide
395539	America	Neil Diamond	Diamond	100.00%	100.00%	WW
331278	American Dream	System of a Down	Malakian, Tankian, Odadjuan, Dolmayan	100.00%	100.00%	World Wide
449288	American Trilogy	Elvis Presley	Newbury	100.00%	100.00%	Worldwide
18027	Amigos	Marc Anthony	Carlos/Carlos	50.00%	50.00%	World Wide
83915	And I Love Her	Beatles	Lennon John/Mc Cartney Paul	66.67%Sony, 33.33% EMI	100.00%	World Wide
48486	And Our Feelings	Babyface	Edmonds/Simmons	85.00%	85.00%	World Wide
24475	And The Beat Goes On	The Whispers	Shelby/Shockley/Sylvers/Smith	66.67%	66.67%	World Wide
67832	Angel	Sarah McLauchlan	S McLauchlan	100.00%	100.00%	World Excluding Canada
61532	Angel's Among Us	Alabama	Goodman/Hobbs	100.00%	100.00%	World Wide
447624	Another World	Joe Jackson	Joe Jackson	100.00%	100.00%	World Wide
*45497	Antologia	Shakira	Merbarak/Ochoa	25.00%	25.00%	World Wide
141	Anymore	Travis Tritt	Tritt/Colucci	50.00%	50.00%	World Wide
,785	Anytime	Kelly Clarkson	Watters/Blancaniello	50.00%	50.00%	US
	Apple Cobbler	LL Cool J	James Smith, Tim Mosley	pending	pending	
96250	Army	Ben Folds Five	Ben Folds	100.00%	100%	World Wide
196070	Around the Way Girl	LL Cool J	Smith/James/Williams	37.50%	38%	World Wide
555217	As Good as I Once Was	Toby Keith	Emerick/Keith	50.00%	50%	World Wide
593842	Ashes Of The Wake	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.	100.00%	100.00%	WW
523391	Augusta Rain (Georgia Rain)	Trisha Yearwood				

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SCHEDULE A

Song	Title	Artist	Composer	Publisher Share	US Share	Territory
603927	Baby I Love U	Jennifer Lopez	Rooney/Lopez/Shea/Barry	33.34%	33%	World Wide
108549	Baby I'm A Want You	Bread	Gates David A	100.00%	100.00%	World Wide
83921	Baby You're A Rich Man	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
35058	Baby, Baby, Baby	T.L.C	Edmonds/Reid/Simmons	33.34%	33%	World wide
	Bachelor Party	Nas		splits are pending		
125573	Back From The Dead	Kid Rock	Peters	100.00%	100.00%	World Wide
83922	Back in The USSR	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
243389	Back Seat	LL Cool J	Smith/Jones	43.75%	43.75%	World Wide
197552	Back to Life	Soul II Soul	Law/Romeo/Wheeler/Hooper	41.67%	41.67%	World Wide
825721	Back When	Tim McGraw	Lynch, Stevens, Smith	33.34%	33.34%	World Wide
52679	Bad Case Of Loving You	Robert Palmer	John Martin	100.00%	100.00%	World Wide
	Badaboom	B2K feat. Fabolous	Jackson/Stokes/Scott/Houston	pending	pending	World Wide
81936	Bama Lama Bama Loo	Little Richard	Penniman	100.00%	100.00%	World Wide
124012	Band Of Brothers Main Theme	N/A	Karnen	87.50%	87.50%	World wide
130250	Baya Baya	Safri Duo	Frila/Savery	100.00%	100.00%	World Wide
497203	Be As You Are	Kenny Chesney	Chesney, Dillon	100.00%	100.00%	World Wide
110095	Be Bop A Lula	Gene Vincent	Davis/Vincent	83.33%	83.33%	US & Canada
84106	Because	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00%	World Wide
301503	Because I Love You	Mark Oh	Brooks	100.00%	100.00%	World Wide
180628	Beds Are Burning	Novaspace	Gifford/Hirst/Moginie/Garrett	100.00%	100.00%	World Wide
131824	Beer For My Horses	Toby Keith/Willie Nelson	Emerick/Keith	50.00%	50.00%	World Wide
76449	Beer Thirty	Brooks and Dunn	Dunn, Ronnie G.	50.00%	50.00%	World Wide
85204	Before The Night Is Over	Bryan Adams	Adams/Martin	50.00%	40.00%	World Wide
83924	Being For The Benefit Of Mr. Kite	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
85198	Believe In You	Amanda Marshall	Marshall / Bazilian	50.00%	50.00%	Worldwide
272668	Better the Devil You Know	Kylie Minogue	Stock/Aitken/Waterman	33.34%	33.34%	World Wide
61225	Better Things To Do	Terri Clark	Shapiro / Clark /Waters	47.50%	47.50%	Worldwide
	Big Chips	Jay Z & R Kelly	R. Kelly/S. Carter/J.C.Olivier, S.J. Barnes/	splits are pending		
172759	Big Yellow Taxi	Counting Crows	Mitchell	100.00%	100.00%	World Wide
518523	Bigger Than My Body	John Mayer	Mayer	100.00%	100.00%	Worldwide
111339	Bills, Bills, Bills	Destiny's Child	Knowles, Beyonce G.	10.00%	10.00%	World Wide
83925	Birthday	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
46887	Bitches Ain't Shit	Dr. Dre	Young/Broadus/Curry/Arnaud/Brown	62.50%	62.50%	World Wide
606638	Bitches Ain't Shit	Lil Jon	Durham/Harris/Lewis	37.50%	37.50%	World Wide
607338	Black Horse & Cherry Tree	Katie Tunstall	Katie Tunstall	100.00%	100.00%	World Wide
343868	Black Suits Comin' (Nod Ya Head)	Will Smith	Smith - Sparks - Feemster - Bennett - Bennett - Bennett	73.75%	73.75%	World Wide
83926	Blackbird	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
421878	Blank Sheet of Paper	Tim McGraw	Warren, Warren, Schlitz	66.66%	66.66%	World Wide
118133	Blessed	Martina Mcbride	Lindsey / Verges / James	33.33%	33.33%	Worldwide
593835	Blood Of The Scribe	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100.00%	100.00%	WW
84754	Blue Jay Way	Beatles	Harrison	100.00%	100.00%	World Wide
29590	Blue Savannah	Erasure	Bell/Clarke	100.00%	100.00%	World Wide
303211	Bonnie and Shyne	Shyne	Thompson, David, Levy, Barrow, Gasson, Guglielmi	20.00%	20.00%	World Wide
448367	Boom	System Of A Down	Malakian/Tankian/Dolmayan/ Odadjian	100.00%	100.00%	World wide
196233	Boom'n System	LL Cool J	Smith/Williams	37.50%	37.50%	World wide
35968	Boot Scootin' Boogie	Brooks & Dunn	Dunn, Ronnie G.	100.00%	100.00%	World wide
168465	Booti Call	Blackstreet	Clinton George Jr; Dickey Antwone L; Riley Edward T; Riley Markell Demont; Sermon Erick S; Shider Garry Marshall; Spradley David Lee; Sylvers Leon F III; Troutman Larry; Troutman Roger	37.50%	37.50%	World wide
302137	Bootylicious	Destiny's Child	Nicks/Fusari/Knowles/Welsh /Moore	87.50%	87.50%	World wide
106535	Born Free	Roger Williams	Barry John/Black Donald	100.00%	100.00%	World Wide
116914	Born Slippy	Underworld	Smith/Hyde	100.00%	100.00%	World Wide
111400	Born To Fly	Sara Evans	Evans/Hammon/Scott	33.34%	33.34%	World Wide
504927	Born to Try	Delta Goodrem	Delta Goodrem/Mtawarira, Audius	100.00%	100.00%	World Wide
315523	Bounce	System of a Down	Malakian, Tankian, Odadjian, Dolmayan	100.00%	100.00%	World Wide
28725	Brand New Man	Brooks and Dunn	Cook, Don Kirby, Brooks, Leon E.	100.00%	100.00%	World Wide
537150	Brass Bed	Josh Gracin	James/McBride/Hughes	33.34%	33.34%	World Wide
98458	Brass Monkey	Beastie Boys	Rubin / Horowitz / Yauch / Diamond	50.00%	50.00%	Worldwide
593843	Break You	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100.00%	100.00%	WW
504561	Breathe	Blu Cantrell	Martin/Matias/Bemberry/ Bradford/Harris/Joiner/Mathers/ Aznavour	17.50%	17.50%	World Wide
45152	Breathe Again	Toni Braxton	Edmonds	100.00%	100.00%	World wide
62899	Brick	Ben Folds Five	Folds/Jessee	100.00%	100.00%	World Wide
593831	Bring Me Down	Miranda Lambert	Miranda/Howard	50.00%	50.00%	World Wide
105213	Bring It All To Me	n/a	Rooney/Spencer/Shelby	25.00%	25.00%	World Wide
496337	Brokenheartsville	Joe Nichols	Daniels/Kees/Boudreaux/Mevis	50.00%	50.00%	World Wide
116495	Brown Eyes	Destiny's Child	Knowles/Afanasieff	100.00%	100.00%	World Wide
129225	Brown Skin	India.Arie	Arie/Sanders/Batson	43%	42.50%	World Wide
111338	BUG A BOO	DESTINY'S CHILD	Briggs, Burrus, Knowles, Roberson, Rowland, Luckett	7.50%	7.50%	Worldwide
839	Building A Mystery	Sarah McLachlan	Sarah McLachlan	50.00%	50.00%	US
842	Burnin' For You	Blue Oyster Cult	Meltzer/Roeser	100.00%	100.00%	World Wide
100534	Burning Love	Elvis Presley	Linde Dennis	100.00%	100.00%	World Wide
208913	Butterfly	Mariah Carey	Carey/Afanasieff	50.00%	50.00%	World Wide
625466	B.Y.O.B.	System Of A Down	Malakian/Tankian/Dolmayan/ Odadjian	100.00%	100.00%	World Wide
546917	By The Time I Get To Phoenix	Glen Campbell	Webb	Sony/Lastrad 46.25%	46.25%	World Wide
287760	By Your Side	Sade	Denman/Matthewman/Adu/Hale	100.00%	100.00%	World Wide

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204566	Bye Bye Baby	TD	Qualites/Mosley/Howard	50.00%	50.00%	World Wide
155408	California Love (remix)	Dr. Dre and Roger Troutman	Troutman/Troutman/Durham/Cunnigham/Hudson/ Hooks	65.00%	65.00%	World Wide
81898	Call and Answer	Barenaked Ladies	Duffy/Page	50.00%	50.00%	Worldwide
505036	Call Me	Fabulous	Barnes/Olivier/Jackson/Myers	25.00%	25.00%	World Wide
288545	Call On Me	ERIC PRYDZ	Sanders, Ramsey, Huggard	25.00%	25.00%	WW
627739	Calm Before The Storm	Fall Out boy	Peter Wentz, Patrick Stump, Joseph Trohman, Andrew Hurley	100.00%	100.00%	World Wide
104096	Calm Like A Bomb	Rage Against The Machine	De La Rocha/ Commerford/ Morello/Wilk	100.00%	100.00%	World Wide
145743	Candida	Levine/Wine	Tony Orlando & Dawn	Sony/Lastrada 55% splits are pending	55.00%	World Wide
	(Can't Believe) This Is Me	J-Lo				
83927	Can't Buy Me Love	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
131904	Can't C Me	Dr. Dre	Young/Clinton/Shakur	37.50%	37.50%	World Wide
	Can't Explain It	LL Cool J	James Smith, Tim Mosley	pending	pending	
84108	Carry That Weight	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00%	World Wide
172752	Case of You	Diana Krall	Mitchell, Joni	100.00%	100.00%	World Wide
619519	Cater 2 U	Destiny's Child	Knowles/Rowland/Walker/Rude/Williams/Jenkins	39.16%	39.16%	World Wide
133747	Caught In The Middle	Al	Adams / Marazzi / Porter / Mitra	50.00%	50.00%	Worldwide
451168	Center Of My heart	Lenny Kravitz	Martin/Burton/Philips	33.34%	33.34%	World Wide
38093	Chains Of Love	Erasure	Bell/Bell/Martin	100.00%	100.00%	World wide
107850	Change Of Heart	Theme	Bule / Cobb	100.00%	100.00%	Worldwide
167791	Cheated (To All The Girls I've Cheated On)	Jean Wyclef	Jean/Hammond/White/Bailey/David/Robinson/Mal oo/Haug/Obrien/Jackson/Mckay/Wright/Leibrand	20.00%	20.00%	Worldwide
127184	Cheatin' On Me	50 Cent	Barnes/Olivier/Jackson/ Burruss/ Gates	33.34%	33.34%	World wide
502672	Checky Song	Cheeky Girls	Kirtley/Semal/Hawes	83.00%	836.00%	World Ex. Portugal, UK, Spain
609545	Cherry Pie	J-Lo	Rooney, Kelly, Robinson, Lopez	25.00%	25.00%	World
448364	Chic N Stu	System of a Down	Malakian, Tankian, Odadjuan, Dolmayan	100.00%	100.00%	World Wide
101133	Chicago	Graham Nash	G. Nash	100.00%	100.00%	World Wide
132650	Chicago (That Toddling Sound)	Frank Sinatra	Fisher	100.00%	100.00%	
155698	Children of the Ghetto	Mary J. Blinge	Amoo/Amoo	100.00%	100.00%	World Wide
297778	Chilin	Modjo	Rodgers/Edwards/Destagnol.Trachart	20.00%	20.00%	World Wide
515443	Chipmunk Song	Alvin & The Chipmunks		100.00%	100.00%	World X Eurpoe
110402	Chocolat - Vianne Sets Up Shop	Theme (Incidental Music)	Rachel / Portman	100.00%	100.00%	Worldwide
128856	Chop Suey	System Of A Down	Malakian/Tankian/Dolmayan/ Odadjian	100.00%	100.00%	World Wide
100164	Christmas In Dixie	Alabama	Gentry/Cook/Owen	100.00%	100.00%	World Wide
213119	Ciega Sordomuda	Shakira	Mebarak / Estefano	75.00%	75.00%	World Wide
86081	Cigarretes and Alcohol	Oasis	Noel Gallagher	100.00%	100.00%	Worldwide
40519	Clair		O'Sullivan	100.00%	100.00%	Worldwide
519513	Clarity	John Mayer	Mayer	100.00%	100.00%	Worldwide
525305	Class Reunion (That Used To Be Us)	Lonestar	McDonald/Myers/Prikmmer	33.34%	33.34%	World Wide
78268	Cleopatra, Queen of Denial	Pam Tillis	Tillis/Diplero/Buckingham	66.67%	66.67%	World Wide
125911	Clint Eastwood	Gorillaz	Makromallis/Irie/Albarn/Hewlett	25.00%	25.00%	World Wide
515859	Closest Thing to Crazy	Katie Melua	Batt	100.00%	100.00%	World Wide
85212	Cloud Number Nine	Bryan Adams	Adams/Peters/Martin	66.67%	66.67%	World Wide
150981	Clumsy	Our Lady Peace	Maida/Lanni	100.00%	100.00%	World Wide
598074	Cold	Crossfade	Ed Sloan	100.00%	100.00%	World Wide
343165	Color of Love	Boyz II Men	Edmons	100.00%	100.00%	World Wide
603036	Come A Little Closer	Dierks Bently	Bently / Beavers	100.00%	100.00%	World Wide
131576	Come to Jesus	Mindy Smith	Mindy Smith	100.00%	100.00%	World Wide
84109	Come Together	Beatles	Lennon John/Mc Cartney Paul	64.167% Sony, 35.833 EMI	100.00%	World Wide
101412	Computer World	Kraftwerk	Hueter / Schneider-Esleben / Schult / Bartos	75.00%	75.00%	Worldwide
113581	Control	Pop	Danielewski Annie	60.00%	100.00%	World Wide
54563	C-O-U-N-T-R-Y	Joe Diffie	Harbin, Ronald S., Ed Hill, Dusty Drake	33.33%	33.33%	World Wide
137560	Cowboys Like Us	George Strait	DiPiero/Smith	50.00%	50.00%	World Wide
993	Crazy	Patsy Cline	Nelson Willie (USA)	100.00%	100.00%	World
604088	Crazy In Love	Eminem	Wilson/Wilson/Taher/Mathers/Resto	75.00%	75.00%	World
137330	Crazy On You	Heart	Wilson/Wilson/Fisher	50.00%	50.00%	World Wide
166059	Crossover	EPMD	D. Gamson, E. Sermon, P. Smith, R. Troutman	40.00%	40.00%	World Wide
58343	Cruel Summer	Bananarama	Fahey / Woodward / Swain/ Jolley / Dallin	25.00%	25.00%	Worldwide
631753	Cry	Lyle	Jennings	100.00%	100.00%	World Wide
342937	Cry Baby	Janis Joplin	Berns/ Meade	18.67%	18.67%	USA
450364	Crying	Roy Orbison	Melson/Orbison	62.50%	62.50%	US
119499	Crying At The Discotheque	Alcazar	Rodgers / Edwards / Bard / Wolbeck / Goulos / Hansson	25.00%	25.00%	Worldwide
237984	Daddy Cool	Boony M	Reyam/Fariam	100.00%	100.00%	Worldwide
422700	Damien	DMX	Blackmon/Simmons/Smalls	50.00%	50.00%	Worldwide
505034	Damn	Fabolous	Edwards, Rodgers, Jackson, Barnes, Oliver	50.00%	50.00%	Worldwide
598408	Dancing For Rain	Rise Against	Rise Against	100.00%	100.00%	Worldwide
100156	Dancin' Shagin' On The Boulevard	Alabama	Owen/Fowler/Gentry	100.00%	100.00%	World Wide
1049	Dang Me	Roger Miller	Miller	100.00%	100.00%	
447616	Danger High Voltage	Electric 6	Spences/Frezza/Nawara/ Selph/Martin	100.00%	100.00%	World Wide
188507	Dangerously In Love	Beyonce	Knowles/McCalla	50.00%	50.00%	World Wide
47409	Das Modell	Kraftwerk	Schult/Hueter/Bartos	75.00%	75.00%	World Wide
1511	Daughters	John Mayer	John Mayer	100.00%	100.00%	World Wide
3539	Dawson's Creek Theme		Fields	100.00%	100.00%	World Wide
83932	Day Tripper	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
131223	Dazz		Irons/Hargis/Ransom	50.00%	50.00%	World Wide
89175	Dear Lie	TLC	Edmonds/Watkins	70.00%	70.00%	World Wide
83933	Dear Prudence	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide

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Song	Title	Artist	Writer	US %	Territory/WW
39961	Deeez Nuuuts	Dr. Dre	Young/Broadus	50.00%	50.00% World Wide
38420	Deep Cover	Dr. Dre	Dr. Dre/Wolfe/Broadus	100.00%	100.00% World Wide
42398	Department Of Youth	Alice Cooper	Cooper/Ezrin/Wagner	50% Sony, 50% Undercut Music	50.00% World Wide
527547	Deseos de Cosas Imposibles	La Oreja de Van Gogh	Montero/Benegas/Fernandez/Fuentes	100.00%	100.00% World Wide
550818	Diamond In The Back	Ludacris	DeVaughn/Bridges/Houston/ Beauregard	45.46%	45.46% World Wide
280282	Did You Ever Think	R Kelly	Barnes/Olivier/Mayfield/Kelly	30.00%	30.00% World Wide
127164	Differences	Ginuwine	Oliver/Lumpkin	50.00%	50.00% World Wide
48418	Diggin' On You	Babyface	Edmonds	100.00%	100.00% World Wide
1029	DIVORCE	Tammy Wynette	Dabcock/Putman	100.00%	100.00% World Wide
100583	Dixieland Delight	Alabama	Rogers	100.00%	100.00% World Wide
109177	Dizzy	Tommy Roe	Roe/Weller	50% Sony/ATV Songs	50.00% World Wide
243889	Do Wop (That Thing)	Lauryn Hill	Lauryn Hill	100.00%	100.00% World Wide
548699	Do You Know	Da Band	Jean/Coffin/Masser/Dupelass/Hill/John/Stokes/Wet son/Wiley/Charwin/Strouse/Nathls	15.00%	15.00% World Wide
542313	Do You Want Fries With That	Tim McGraw	Beathard, Phillips	50.00%	50.00% World Wide
45799	Doggy Dogg World	Snoop Dogg	Broadus, Youn, Fields, Arnaud, Brown	35.00%	35.00% World Wide
524129	Doin' Time	Sublime	Rubin/Horowitz/Yauch/Gershwin F/Gershwin I/Nowell/Goodman/Hayward Du/Hayward Do	6.50%	6.50% World Wide
1091959	Donde Estas Corazon	Shakira	Mebarak/Ochoa	100.00%	100.00% Worldwide
96248	Don't Change Your Plans	Ben Folds Five	Ben Folds	100.00%	100% World Wide
47295	Don't Fear The Reaper	Blue Oyster Cult	Roeser	100.00%	100% World Wide
549323	Don't Go	Fefe Dobson	Fefe Dobson	100.00%	100.00% World Wide
39057	Don't Go	Yaz	V Clarke	100.00%	100.00% World Wide
227080	Don't Know Much	Bette Midler	Mann/Snow/Weil	75.00%	75.00% World Wide
105406	Don't Know Why	Norah Jones	Harris	100.00%	100.00% WW
610473	Don't let me Die	R Kelly & Jay Z	Barnes/Olivier/Kelly/Carter/Mosley	40.00%	
64111	Don't Let Me Down	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00% World Wide
528479	Don't Lie (No No No)	Black Eye Peas	Peters, Peters, Ferguson, Adams	33.34%	33.34% Wolrd Wide
525066	Don't Rock the Jukebox	Alan Jackson	Jackson/Murrah/Stegall	50.00%	50.00% World Wide
110755	Don't Stop	ATB	A. Tanneberger	100.00%	62.50% World Wide
101607	Don't Take The Girl	Tim McGraw	Johnson/Martin	87.50%	87.50% World Wide
519718	Don't Wanna Lose This Feeling	Dannii Minogue	Minogue/Alexandre/Troisard/ Joly/Kharl/Ronald	50.00%	50.00% World Wide
243889	DOO-WOP (THAT THING)	HILL,LAURYN	HILL,LAURYN	100.00%	100.00% Wolrd Wide
114635	Dot	DESTINY'S CHILD	Knowles/McCalla	62.50%	62.50% World Wide
343012	Down 4 You	Irv Gotti Presents The Inc	Atkins Jeffrey B, Aurelius Seven Marcus, Douglas Ashanti S, Jarmon Tiffany Lane, Lorenzo Irving Domingo, Parker Andre Frank, Troutman Larry, Troutman Roger	25.00%	25.00% World Wide
101054	Down Home	Alabama	Bowles/Leo	50.00%	50.00% World Wide
604571	Down Wit Da South	Trick Daddy	Michael Crooms, Maurice Young, Deongelo Holmes, Eric Jackson, Calloway, Lovelace, Michael Cooper	44.73%	44.73% World Wide
244177	Driftwood	Travis	Healey	100.00%	100.00% World Wide
138402	Drinkin' Bone	Tracy Byrd	Phillips/Beathard	50.00%	50.00% World Wide
83936	Drive My Car	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00% World Wide
519639	Drugs or Jesus	Tim McGraw	James, Lindsey, Verges, Mayo	25.00%	25.00% World Wide
340303	Drunk by myself	Nas	Jones /Barnes/Olivier/West	50.00%	50.00% World Wide
108388	Dusic	Brick	Brown/Hargis/Ranson	100.00%	100.00% World Wide
86577	Eastenders Theme	Eastenders	May/Osborne	100.00%	100% World Wide
83937	Eight Days A Week	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
83938	Eleanor Rigby	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00% World Wide
607908	Emotional Rollercoaster	Vivian Green	ERIC ROBERSON, OSUNLADE, VIVIAN GREEN	25.00%	25.00% World Wide
28562	Emotions	Mariah Carey	Carey/Civilles/Cole	50.00%	50.00% World Wide
520240	Encore	Jay-Z	Cater/West	EMI 62.5% cleared / SONY 37.5%	37.50% World Wide
44238	End Of The Road	Boyz II Men	Edmonds/Reid/Simmons	44.37%	44.37% World Wide
284650	Entre Tus Brazos	Alejandro Fernandez	Fernandez/Estrada	100.00%	100.00% World Wide
593996	Escapemonos	Marc Anthony	Estefano/Reyes	100.00%	100.00% World Wide
273956	Especially For You	Kylie Minogue & Jason Donovan	Stock, Mike/Aitken/Waterman	33.34%	33.34% World Wide
145494	Estoy Aqui	Shakira	Merbarak / Ochoa	50.00%	50.00% World Wide
37763	Eternal Flame	Bangles	Steinberg/Kelly/Huffs	66.67%	66.67% World Wide
596161	Eternal Sunshine	Movie Theme	Brion	100.00%	100.00% World Wide
24452	Every Little Step	Bobby Brown	Edmonds/Reid	87.50%	87.50% World wide
83940	Every Little Thing She Does	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
	Every Sip	LL Cool J	Milsap/Mosely/Nelson/Smith	pending	pending
521860	Everybody Hates Me	Tim McGraw	Beathard, Hill	50.00%	50.00% World Wide
83939	Everybody's Got Something To Hide	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
342943	Everybody Needs Somebody (To Love)	Blues Brothers	Burke/Russell/Wexler	11.11%	11.11% World Wide
538815	Everything	Fefe Dobson	Dobson/Levine/McCollum	100.00%	100.00% World Wide
130248	Everything	Safri Duo	Friis/Savery	100.00%	100.00% World Wide
106555	Everything I Own	Bread	Gates, David A.	100.00%	100.00% World Wide
243888	Everything Is Everything	Lauryn Hill	Hill	100.00%	100.00% World Wide
148074	Everytime I Close My Eyes	Babyface	Edmonds	100.00%	100.00% World Wide
3894	Ex-Factor	Lauryn Hill	Hill, Hamlish, Bergman, Bergman, Diggs, Woods, Hunter, Smith, Hawkins, Coles, Grice, Jones	60.00%	60.00% World Wide
113002	Exhale (Shoop Shoop)	Whitney Houston	Edmons	100.00%	100.00% World Wide
517476	Extraordinary	Liz Phair	Phair/Edwards/Spock/Christy	25.00%	25.00% World Wide
552995	Fast Cars And Freedom	Rascal Flatts	Levox/Thresher/Mobley	33.34%	33.34% World Wide
46865	F*** With Dre Day	Dr. Dre	Young, Clinton, Spradley, Broadus, Shider	50.00%	50.00% World Wide
550842	Fall to Pieces	Avril Lavigne	Malda, Lavigne	50.00%	50.00% The Universe
527908	Fallen	Mya	Shelton/Veney/Hill/Bonfa/ Toledo	25.00%	25.00% World wide

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524013	Fallen	Sarah McLachlan	McLachlan	100.00%	100.00%	World X Canada
24252	Fantastic Voyage	Lakesice	Alexander / Beavers / Craig / Shockley / Stokes / Wood / Mccain / Shelby	100.00%	100.00%	Worldwide
132301	Fantastic Voyage (COOLIO VERSION)	Coolio	Alexander / Beavers / Craig / Shockley / Stokes / Wood / Mccain / Shelby/Lewis / Ivey / Dobbs	75.00%	75.00%	Worldwide
333018	Fatty Girl	Coolio	Barnes/Olivier/Smith/Williams/Murray/Bridges	62.50%	62.50%	World Wide
102771	Feel The Beat	LL Cool J	James Smith, Tim Mosley	pending	pending	
	Feeling So Good	Jennifer Lopez	Cartagena, Combs, Lopez, Rios, Rooney, Standard	25.00%	25.00%	Worldwide
100138	Feels So Right	Alabama	Owen	100.00%	100.00%	World Wide
	Flera Inquieta	Angela Maria Forero	Uribe	100.00%	100.00%	World Wide
98488	Fight For Your Right	Beastie Boys	Rubin/Horowitz.Yauch	65.00%	65.00%	World Wide
516740	Fight Test	Flaming Lips	Stevens/Coyne/Fridmann/ Ivins/Drozd	75.00%	75.00%	World Wide
537379	First Day of My Life	Rasmus	Yloenen/Rantasalmi/Heinonen/Hakala	100.00%	100.00%	World Wide
83942	Fixing A Hole	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
544777	Flamboyant	Pet Shop Boys	Tennant/Lowe	100.00%	100.00%	World Wide
109018	Flower	Liz Phair	Phair	100.00%	100.00%	World Wide
54544	For All My Niggaz and Bitches	Snoop Dogg	Allen/Arnaud/Brown/Broadus/Young	50.00%	50.00%	World Wide
84107	Fool On The Hill	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
83943	For No One	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
528488	Force	Nelly Furtado	Eaton / West / Furtado	50.00%	50.00%	WW
315517	Forest	System of a Down	Malakian, Tankian, Odadjian, Dolmayan	100.00%	100.00%	World Wide
549174	Forgotten	Avril Lavigne	Kreviazuk/Lavigne	50% Sony/ATV Songs LLC	50.00%	Worldd Wide
51210	Freggle Rock	Muppets	P. Balsam, D. Lee-D, Gillis?	100.00%	100.00%	World Wide
	Free	DESTINY'S CHILD	Knowles/Rowland/Drawers/Garrett/Williams	splits are pending		
74317	Friends In Low Places	Garth Brooks	Blackwell/Lee	50.00%	50.00%	World Wide
133431	Fu-Gee-La	The Fugees	Wycleff / Hill / Michel / Megrier / Remi / Marie	25.50%	25.50%	World Wide
57481	Fumblin Toward Ecstasy	Sarah McLachlan	McLachlan/Marchland	100.00%	100.00%	World Wide
527400	Fugerst Song	Rasmus	Yloenen/Rantasalmi/Heinonen/Hakala	100.00%	100.00%	World Wide
20453	Gambler	Kenny Rogers	Schitz, Don	100.00%	100.00%	World Wide
107450	Games People Play	Joe South	Joe South	100.00%	100.00%	World Wide
500277	Gay Bar	Electric Six	Spencer, Tyler	100.00%	100.00%	World Wide
523391	Georgia Rain	Yearwood	Rochelle/Hill	50.00%	50.00%	World
84113	Get Back	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00%	World Wide
330784	Get Free	The Vines	Nicholls	100.00%	100.00%	World X Australia/New Zealand
422719	Get Me A Dog	DMX	Blackman/Simmons/Taylor	25.00%	25.00%	World Wide
133984	Get This Money	Jay Z & R Kelly	Barnes/Kelly /Carter	25.00%	25.00%	World Wide
618558	Get Your Number	Mariah Carey	Jolley, John, Ingram, Swain, Carey, Dupri, Austin	27.50%	27.50%	World Wide
83949	Getting Better	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
75998	Getting' Jiggy Wit It	Will Smith	Rodgers / Edwards / Smith	30.00%	30.00%	Worldwide
	Getting Married	Nas		splits are pending		
78030	Ghetto Superstar	Pras	Pras/Jean/Gibb/Gibb/Gibb/Jones	15.00%	15.00%	World Wide
63425	GI Joe Cues	TV Show Music	Bryant / Douglas / Walsh	100.00%	100.00%	Worldwide
45791	Gin And Juice	Dr. Dre	Young/Adams/Arrington/ Casey/ Finch/Turner/ Webster/Washington	5.00%	5.00%	World Wide
83950	Girl	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
619089	Girl	Beck	Hansen, King, Simpson	70.00%	70.00%	World Wide
619312	Girl	DESTINY'S CHILD	Davis, Robinson, Knowles, Williams, Douthit, Rowla	19.00%	19.00%	World Wide
234694	Girls	Beastie Boys	Rubin/Horowitz	75.00%	75.00%	World Wide
	Girls	Cam'ron feat. Mona Lisa	Giles/Hazard/Charlemagne	75.00%	75.00%	World Wide
40179	Girl You'll Be A Woman Soon	Neil Diamond	Diamond	100.00%	100.00%	WW
33102	Girls Just Wanna Have Fun	Cindi Lauper	R. Hazard	100.00%	100.00%	World Wide
84114	Give Peace A Chance	John Lennon	J. Lennon	64.167% Sony, 35.833 EMI	100.00%	World Wide
447669	Glamour and Pain	Joe Jackson	Joe Jackson	100.00%	100.00%	World Wide
83951	Glass Onion	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
625338	Go	Common feat. John Mayer	Mayer/Lynn/Lewis/West	20.00%	20.00%	World Wide
522606	God Is A DJ	Pink	Mann/Davis/Pink	90.00%	90.00%	World Wide
500255	God Is Real	India Aire	arie/sanders/ramsey	25.00%	25.00%	World Wide
505494	God's Will	Martina McBride	Douglas/Dean	50.00%	50.00%	Worldwide
105219	Going Back To Cali	Notorious B.I.G.	Wallace/Harvey/Troutman/	31.25%	31.25%	WW
84115	Golden Slumbers	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00%	World Wide
595035	Golden Touch	Razorlight	Johnny Borrell	100.00%	100.00%	World Wide
106532	Goldfinger	Goldfinger	L. Briousse, A. Newley, J. Barry	100.00%	100.00%	World Wide
304028	Gone	Montgomery Gentry	Diplero/Steele	50.00%	50.00%	World Wide
77107	Gone Til November	Wyclef Jean	Jean, Wyclef	100.00%	100.00%	Worldwide
487828	Goodbye Time	Blake Shelton	Hicks/Murrah	100.00%	100.00%	World Wide
83952	Good Day Sunshine	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
1148	Good Die Young	50 Cent	West/Jackson	50.00%	50.00%	World Wide
500259	Good Man	India Aire	Baker/Ramsey/Sanders/Simpson	25.00%	25.00%	World Wide
83953	Good Morning	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
447674	Got the Time	Joe Jackson	Joe Jackson	100.00%	100.00%	World Wide
53742	Good Times	Chic	Rogers, Nile G., Bernard Edwards	50.00%	50.00%	World Wide
108719	Got To Get It	Sisqo	West / Andrews	40.00%	40.00%	Worldwide

SCHEDULE A

Song	Title	Artist	Writer	US % Publisher	US % Territory (Worldwide)
83955	Got To Get You Into My Life	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00% World Wide
600079	Gotta Go Gotta Leave (Tired)	Vivian Green	Green/Bervine	25.00%	50.00% World Wide
631745	Greedy	Lyte	Jennings	100.00%	100.00% World Wide
1740	Green Green Grass Of Home	Tom Jones; Porter Wagoner	Putman	100.00%	100.00% US, Canada, Latin America
104094	Guerilla Radio	Rage Against The Machine	De La Rocha/ Commerford/ Morello/Wilk	100.00%	100.00% World Wide
527397	Guilty	Rasmus	Yloenen/Kantasalmi/Heinonen/Hakala	100.00%	100.00% World Wide
623034	Ha Ha	Tamyra Gray	Watters/Biancaniello/ Gray	25.00%	25.00% World Wide
510191	Hands Up	TLC	Babyface, Simmons	75.00%	75.00% World Wide
422853	Hang On Sloopy	Apron Carter	Russell/Farrell	16.67%	16.67% World Wide
38701	Hang On To Your Love	Sade	Mathewman, Adu	100.00%	100.00% World Wide
83956	Happiness Is A Warm Gun	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
447682	Happyland	Joe Jackson	Joe Jackson	100.00%	100.00% World Wide
82931	Happy Radio (City Till I Die)	Bradford	Edwin Starr	100.00%	100.00% World Wide
83957	Hard Day's Night	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00% World Wide
35868	Hard Workin' Man	Brooks & Dunn	Dunn	100.00%	100.00% World Wide
15577	Have You Forgotten?	Solar	Weeks, Malone, Moran	100.00%	100.00% World Wide
324696	Have You Ever Been In Love	Celine Dion	Bagge, Lalla/Bagge, Anders/Hall/Nichols/Astrom	5.00%	5.00% World Wide
53994	Have You Ever Really Loved A Woman	Bryan Adams	Adams/Lange/Kamen	33.33%	33.33% World wide
1860	He Stopped Loving Her Today	George Jones	Braddock/Putman	100.00%	100.00% World Wide
549179	He Wasn't	Avril Lavigne	Kreviazuk/Lavigne	50% Sony/ATV Songs LLC	50.00% World Wide
585354	Headsprung	LL Cool J	James Smith, Tim Mosley	50.00%	50.00% World Wide
1900	Heartbreak Hotel	Elvis Presley	Axton/Durden/Presley	100.00%	100.00% World Wide
07110	Hearts Are For When You Want To Love Someone	George Burns/Collin Raye	Gordon/Paxton	50.00%	50.00% Worldwide
105221	Heed The Word Of The Brother	X Clan	R. Troutman/Worrell/Collins/Clinton/Hunter/	15.83%	15.83% Worldwide
447684	Hell of a Town/Prelude	Joe Jackson	Joe Jackson	100.00%	100.00% World Wide
83958	Hello Goodbye	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00% World Wide
83960	Help	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00% World Wide
527373	Help Pour Out The Rain	Buddy Jewell	Jewell	100.00%	100.00% World Wide
83961	Helter Skelter	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
329533	Here I Am	Bryan Adams	Adams/Zimmer/Peter	25.00%	25.00% World Wide
537494	Here For The Party	Gretchen Wilson	Wilson/Rich/Alphin	33.33%	33.33% World Wide
83962	Here There & Everywhere	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
78142	Here's A Quarter	Travis Tritt	Tritt	100.00%	100.00% World Wide
450542	Hey Good Lookin'	Jimmy Buffett	Williams	100.00%	100.00% World Wide
83964	Hey Jude	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00% World Wide
277234	Hey Lady	Cam'ron feat Freeeky Zeeeky	C.Giles,E.Iiles, V.Babb,F.Visosky, L.Troutman, R.Troutman	33.34%	33.34% World Wide
200306	Hey Lover	LL Cool J	Smith/Temperton	25.00%	25.00% World Wide
113011	Hey Now	Oasis	Noel Gallagher	100.00%	100.00% World Wide
	Hi Hi (Puffy Ami Yumi Show Theme)	Puffy Ami Yumi	Puffy Ami Yumi / Andy Sturmer	25.00%	25.00% World Wide
330799	Highly Evolved	The Vines	Nicholls	100.00%	100.00% World X Australia/New Zealand
325097	Hindu Times	Oasis	Noel Gallagher	100.00%	100.00% Worldwide
98950	HIT ME WITH YOUR BEST SHOT	PAT BENATAR	E.Schwartz	100.00%	100.00% Worldwide
110976	Hits From the Bong	Cypress Hill	Hurley/Wilkins/Muggerud/Freeze	50.00%	50.00% Worldwide
98462	Hold It Now, Hit It	Beastie Boys	Horovitz/Rubin/Yauch	25.00%	25.00% World Wide
33438	Hold The Line	Toto	Paich	100.00%	100.00% World Wide
543432	Hold Ya Head	Tupac Shakur	Anderson Daryl L, Shakur Tupac Amaru, Troutman Roger, Vincent Stan	50.00%	50.00% World Wide
614385	Hold You Down	J-Lo	Troutman/Rooney/Beck, Riddick, Cartegena, Christopher, Bruno,	38.00%	38.00% World Wide
133689	Home and Dry	Pet Shop Boys	Tennant/Lowe	100%	100% World wide
447688	Home Town	Joe Jackson	Joe Jackson	100%	100% World Wrd
537502	Homewrecker	Gretchen Wilson	Wilson/Teren/Rutherford	33%	33% World Wide
83966	Honey Pie	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
497329	Honkytonkville	George Strait	Brock/Rutherford/Williams	100.00%	100.00% World Wide
302355	Hot Like Fire	Jessica Simpson	Rooney	100.00%	100.00% World Wide
451856	Hot Mama	Trace Adkins	Shapiro/Beathard	100.00%	100.00% World Wide
94938	Hotel	Cassidy feat. R Kelly	Edwards/Rogers/Reese/ Dean/ Kelly	20.00%	20.00% World Wide
593944	Hour Glass	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100.00%	100.00% WW
543091	House In California	Keb' Mo	Nicholson/Moore	50.00%	50.00% World Wide
451154	Hovi Baby	Jay Z	Edmonds/Carter	50.00%	50.00% World Wide
138377	How Am I Doin'	Dierks Bently	Bentley/X	50.00%	50.00% World Wide
209701	How Deep Is Your Love	Dru Hill	Cousin/Andrews/Campbell/Ruffin	20.00%	20.00% World Wide
	How Do You Know	Gemini	Tommy Faragher, Nick Howard	100.00%	100.00% World Wide
549178	How Does It Feel	Avril Lavigne	Kreviazuk/Lavigne	50.00%	50.00% World Wide
133392	How Many Mics	The Fugees	Hill/Jean/Michel	100.00%	100.00% World Wide
110127	How To Rob	50 Cent	Barnes/Oliver/Casey/Finch/ Jackson/Angelettie	20.00%	20.00% World Wide
741016	How We Do	The Game	Mason, Young, Jackson, Elizondo, Hughes, Dove, Taylor	50.00%	50.00% World Wide
252	Humpin' Around	Bobby Brown	Edmonds/Reid/Simmons	28.35%	28.35% World Wide
	Husbands and Wives	Brooks & Dunn	Miller	100.00%	100.00% World Ex Denmark, Finland, Iceland, Sweden, Norway, Italy, British Isles, Eire, S. Africa, Australia, and France
2141 107466	Hush	Larry Williams / Deep Purple	Joe South	100.00%	100.00% World Wide

SCHEDULE A

	Title	Artist	Writers	Publisher	US %	Territory (WW=World Wide)
600983	Hush	LL Cool J feat. 7 Aurelius	Smith/Aurelius/Graham/Mims/Bushnell	35%	35.00%	World Wide
331743	Hypothetically	Lyfe	Jennings	100%	100.00%	World Wide
83967	I Am The Walrus (Fr "Magical Mystery Tour)	Beatles	Mc Cartney, Paul , John Lennon	66.66%	100.00%	World Wide
495652	I Believe	Diamond Rio	Kees/Ewing	100.00%	100.00%	World Wide
553521	I Believe	Fantasia (Am. Idol)	Gray/Watters/Biancaniello)	33.34%	33.34%	World Wide
831741	I Can't	Lyfe	Jennings	100.00%	100.00%	World Wide
195889	I Can't Live Without My Radio	LL Cool J	Smith/Rubin	87.50%	87.50%	World Wide
338331	I Can't Read You	Daniel Bedingfield	Bedingfield	100.00%	100.00%	World Wide
448192	I Can't Stop Loving You	Don Gibson	Gibson	100.00%	100.00%	World Wide
289261	I Can't Take It No More Remix	3LW	Dames/Olivier/Jones/Epps/Baxter/Jones/Grey	50.00%	50.00%	World Wide
51357	I Could Fall In Love	Selena	Thomas	100.00%	100.00%	Worldwide
51675	I Don't Want To Know	Fleetwood Mac	Stevie Nicks	100.00%	100.00%	World Wide
37787	I Drove All Night	Celine Dion/Cyndi Lauper	Steinberg/Kelly	100.00%	100.00%	Worldwide
83971	I Feel Fine	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
151987	I Get Around	Tupac Shakur	Brooks Ronald R, Jacobs Gregory E, Murdock Shirley J, Shakur Tupac Amaru, Troutman Larry, Troutman Roger	35.00%	35.00%	World Wide
255595	I Go Back	Kenny Chesney	Chesney	100.00%	100.00%	World Wide
498268	I Got A Feelin'	Billy Currington	Beathard/Currington/Chamberlain	33.33%	33.33%	World Wide
298701	I Got A Story to Tell	Notorious B.I.G	Anthony Best, Sean Puffy Combs, Chucky Thompson, Christopher Wallace	10.00%	10.00%	WW
2321	I Gotta Get Drunk	Willie Nelson	Nelson	100.00%	100.00%	World excluding Australia, New Zealand, Belgium, Brazil, UK, Germany, Austria, Switzerland, Italy, Scandinavia, Greece, Holland, South Africa
614400	I Hate Myself For Losing You	Kelly Clarkson	Solomon/Harry/Dioguardia	33.34%	33.34%	USA and Canada Only
104117	I Just Died In Your Arms Tonight	Cutting Crew	Eede	100.00%	100.00%	World Wide
105435	I Keep Looking	Sara Evans	Evans / Shapiro / Martin	91.66%	91.66%	Worldwide
809552	I Love	J Lo	Rooney/Kelly, Robinson	50.00%	50.00%	Worldwide
107832	I Love The Nightlife	Alicia Bridges	Bridges/Hutcheson	100.00%	100.00%	World Wide
623252	I Love This Bar	Toby Keith	Keith/Emerick	50.00%	50.00%	World Wide
80180	I Love You	Martina McBride	Hyler / Follese / Follese	33.33%	33.33%	World ex. Italy
123833	I Melt	Rascal Flatts	Levox/Thrasher	33.34%	33.34%	World Wide
107320	I Miss My Friend	Darryl Worley	Martin / Nesler / Shapiro	58.33%	58.33%	Worldwide
24295	I Miss You	Klymaxx	Maleby	100.00%	100.00%	World Wide
77693	I Need Love	LL Cool J	Smith/ Ervin/Ettinger/Pierce/ Simon	56.25%	56.25%	World Wide
103292	I Need To Know	Marc Anthony	Rooney/Anthony	100.00%	100.00%	World wide
274815	(I Never Promised You A) Rose Garden	Martina McBride	Joe South	100.00%	100.00%	World Wide
450545	I Saw The Light	Hank Williams	Hank Williams	100.00%	100.00%	World Wide
316139	I See Right Through You	DJ Encore featuring Engelina	Hemmeth, Andreas Bang - Larsen, Engelina - Parsberg, -Michael - Stavnstrup, Jakob	89.33%	89.33%	World Wide
116656	I Should Be So Lucky	Kylie Minogue	Stock/Aitken/Waterman	33.34%	33.34%	World wide
83989	I Should Have Known Better	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
28513	I Sometimes Wish I Was Dead	Depeche Mode	Clarke	100.00%	100.00%	World Wide
410993	I Still Love You	Next	Johnson/Bristol/Edmons/Tolbert/Lighty/Huggar/Brown/Clowers	29.28%	29.28%	World Wide
106772	I Think I'm In Love With You	Jessica Simpson	Rooney/Shea/Mellencamp	16.67%	16.67%	World Wide
37769	I Touch Myself	The Divinyls	Kelly, Tom / Steinberg, William E.	60.00%	60.00%	World Wide
110829	I Wanna Be With You	Mandy Moore	Thomas/ Pelken/ Arbuckle	65.00%	65.00%	World wide
106784	I Wanna Love You Forever	Color Me Badd	Louis Biancaniello ,Watters, Samuel J.	50.00%	50.00%	World Wide
111086	I Want Candy	Bow wow wow/Aaron Carter	Feldman/Goldstein/Berns/Gottehrer	75.00%	75.00%	US
338354	I Want To Live	Josh Gracin	James/Rutherford	50.00%	50.00%	World Wide
304059	I Want To With You	Leann Rimes	Shapiro/Rutherford	50.00%	50.00%	World Wide
196018	I Want You	LL Cool J	Rubin / Smith	87.50%	87.50%	World Wide
519023	I Want You	Thalia feat. Fat Joe	Rooney/Bruno/Cartagena/ Russell	20.00%	20.00%	World Wide
53761	I Want Your Love	Chic	Edwards / Rodgers	50% Sony/ATV Songs LLC	50.00%	Worldwide
83996	I Will	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100%	World Wide
480565	I Will Be Here For You	Michael W. Smith	Smith/Warren	50.00%	50.00%	World Wide
58937	I Will Remember You	Sarah McLachlan	McLachlin/Egan/Morenda	40.00%	40.00%	World excluding Canada
168752	I Wonder If Heaven Got A Ghetto (Hip Hop Version)	Tupac Shakur	Goodman Larry Darnell, Mc Dowell Derrick, Shakur Tupac Amaru, Troutman Larry, Troutman Roger	25.00%	25.00%	World Wide
446369	I.E.A.I.A.I.O.	System of a Down	Malakian, Tankian, Odadjuan, Dolmayan, Phillips, Larson, Pilster	85.50%	85.50%	World Wide
45900	Ice Ice Baby	Vanilla Ice	Johnson/Van Winkle/Brown	6.66%	6.66%	World Wide
106561	If	Bread	Gates David A	100.00%	100.00%	World Wide
447340	If Heaven	Andy Griggs	Peters	100.00%	100.00%	World Wide
196772	If I Needed Someone	Beatles	Harrison	100.00%	100.00%	World Wide
292324	If I Want To	Usher	Troutman/Edmonds/Dupri/Wallace/Cox/Harvey/Usher	25.94%	25.94%	World Wide
553487	If She Were Any Other Woman	Buddy Jewell	Beavers/Lovelace/Harrington	33.34%	33.34%	World Wide
	If The World Was Mine	Nas		SPLITS PENDING		
128530	If U Be My Baby	Stevie Brock	Bowen/Nystrom/Calderon	33.33%	33.33%	World Wide
2019	If Ya Getting Down	Five	Conlon / Brown / Breen / Stannard / Gallagher / Cleveland	25.00%	25.00%	Worldwide
17504	If You Come To Me	Atomic Kitten	Stannard/Gallagher/Howes/Harrington/Murphy	20.00%	20.00%	World Wide
527462	If You Ever Stop Loving Me	Montgomery Gentry	DePiero/Shapiro/Rutherford	68.68%	68.68%	World Wide
99466	If You Had My Love	J-Lo	Lopez, Jennifer L. , Mark Rooney, Lashawn Daniels, Fred Jerkins III, Rodney Jerkins	15.00%	15.00%	World Wide
198706	If You Tolerate This Your Children Will Be Next	Manic Street Preachers	Bradfield/Jones/Moore	100.00%	100.00%	Worldwide

SCHEDULE A

Song	Title	Artist	Writer(s)	Publisher Share	Publisher Share (Non-Exclusive)	Territory
549320	If You Walk Away	Fefe Dobson	Levine, Dobson	75.00%	75.00%	Worldwide
106825	If You're Gonna Play In Texas	Alabama	Kellum/Mitchell	12.50%	12.50%	World Wide
505037	If You're Not The One	Daniel Bedingfield	Daniel Bedingfield	100.00%	100.00%	World Wide
183568	I'll Be Okay	Amanda Marshall	Wells/Clarke	25.00%	25.00%	World Wide
83977	I'll Follow The Sun	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
47425	I'll Make Love To You	Boyz II Men	Edmonds	100.00%	100.00%	World Wide
46880	I'll Never Forgive My heart	Brooks & Dunn	Dunn/Dunn/Dillon	100.00%	100.00%	World Wide
130134	I'll Think Of A Reason Later	Lee Ann Womack	Martin / Nichols	37.50%	37.50%	Worldwide
54494	I'm A Believer	Monkeys	Diamond	75.00%	75.00%	World Wide
522811	I'm A Rough Ryder	Drag-On	Quaites/Smalls/Williams/Davis	25.00%	25.00%	World Wide
118309	I'm A Thug	Trick Daddy	Vanhoy/Young/Duggars	50.00%	50.00%	Worldwide
	I'm About To Get Her	LL Cool J	Homes/Kelly/Riley/Smith/Williams	pending	pending	
104231	I'm Already There	Lonestar	McDonald/Myers/Baker	33.34%	33.34%	World Wide
77966	I'm Bad	LL Cool J	Smith/Simon/Ervin	56.25%	56.25%	World wide
167294	I'm Coming Out	Diana Ross	Edwards, Bernard - Rodgers, Nile Gregory	50.00%	50.00%	World wide
505095	I'm Glad	Jennifer Lopez	Rooney/Lopez/ Oliver/Weaver	80.00%	80.00%	World wide
130268	I'm Gonna Be Alright	Jennifer Lopez	Lopez/Rooney/Oliver/Cook/ Lapread	50.00%	50.00%	World wide
298354	I'm Just Talking About Tonight	Toby Keith	Emerick/Keith	50.00%	50.00%	World wide
83984	I'm Looking Through You	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
83985	I'm Only Sleeping	Beatles	Lennon / Mccartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
106757	I'm Outta Love	Anastacia	Anastacia, Sam Watters, Louis Biancaniello	42.50%	42.50%	Worldwide
130203	I'm Real	Jennifer Lopez	J. Lopez, T. Oliver, C. Rooney, L.E.S.	47.50%	47.5	
83986	I'm So Tired	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
78003	I'm That Type of Guy	LL Cool J	Ettinger/Simon/Smith	25.00%	25.00%	World Wide
27848	I'm Your Baby Tonight	Whitney Houston	L.A. Reid, Babyface	62.50%	62.50%	World Wide
103171	In Another World	Joe Diffie	Shapiro / Wilson / Yeary	33.33%	33.33%	Worldwide
91456	In My Life	Beatles	Lennon John/Mc Cartney Paul	100.00%	100.00%	World Wide
91456	In My Life	Juvenile Feat Manny Fresh	Lennon John/Mc Cartney Paul	100.00%	100.00%	World Wide
527412	In My Life	The Rasmus	Ylonen,Lauri/Heinonen,Eero/Rantasal	100.00%	100.00%	World Wide
289714	In My Lifetime	Jay-Z	Romeo/Burke/Browne/Carter	48.00%	48.00%	World Wide
106531	In The Ghetto	Presley, Elvis	M Davis	75.00%	75.00%	World Wide
527402	In the Shadows	Rasmus	Yloenen/Rantasalmi/Heinonan/Hakala	100.00%	100.00%	World Wide
58345	In The Summertime	Mungo Jerry	Ray Dorset	50.00%	50.00%	World Wide
505212	In This Skin	Jessica Simpson	Fusari/Harmon/Simpson	33.34%	33.34%	World Wide
131672	In Your Eyes	Kylie Minogue	Stannard / Minogue / Gallagher / Howes	25.00%	25.00%	Worldwide
38104	In Your Room	The Bangles	Steinberg, Kelly, Hoffs	66.67%	66.67%	Worldwide
89153	Independence Day	Carrie Underwood	Gretchen Peters	100.00%	100.00%	World Wide
113540	Independent Women Part 1	Destiny's Child	Rooney,Mark/ Barnes,Samuel/ Oliver,Jean Claude / Knowles,Beyonce	100.00%	100.00%	Worldwide
449630	Indian Outlaw	Tim McGraw	Loudermilk / Simmons / Barnes	33.34%	33.34%	World Wide
524128	Industry	Wyclef Jean	Jean/Duplessis/Whitherspoon/Riser/Dean	37.50%	37.50%	World Wide
448363	Innervision	System of a Down	Malakian, Tankian, Odadjuan, Dolmayan	100.00%	100.00%	World Wide
135133	Innocent	Our Lady Peace	Coutts/Maida/Taggart	100.00%	100.00%	World Wide
129519	Insatiable	Darren Hayes	Hayes / Afanasieff	50.00%	50.00%	Worldwide
99447	Is Anybody Home	Our Lady Peace	Maida/Lanni	50.00%	50.00%	Worldwide
447697	Is She Really Going Out With Him?	Joe Jackson	Joe Jackson	100.00%	100.00%	World Wide
298013	It's a Sin	Pet Shop Boys	Tennant/Lowe	100.00%	100.00%	World Wide
114251	It's Alright To Be A Redneck	Alan Jackson	MacLaughlin / Kenner	1250.00%	12.50%	Worldwide
501148	It's Getting Better All the Time	Brooks & Dunn	Cook/Bowman	100.00%	100.00%	Worldwide
24952	It's No Crime	Babyface	Edmonds/Reid/Simmons	41.67%	41.67%	World Wide
117318	Its No Secret	Kylie Minogue	Aitken/Stock/Waterman	33.34%	33.34%	World Wide
83991	It's Only Love	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
340959	I've Got You	ANTHONY MARC	Rooney, Dioguardi	75.00%	75.00%	WW
83993	I've Just Seen A Face	Beatles	Lennon / Mccartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
167953	Jacking 4 Beats	Ice Cube	Baker/Barbata/Ice Cube/Jones/Kaytan/Nichol/Pons	9.38%	9.37%	World Wide
450461	Jambalaya	Hank Williams	Hank Williams	60.00%	60.00%	US
96710	James Dean	Daniel Bedingfield	Bedingfield, Daniel	100.00%	100.00%	World Wide
197385	Jazzie's Groove	Soul II Soul	Hooper/Romeo	50.00%	50.00%	World Wide
517063	Jenny From the Block	J-Lo	Oliver, Oliver, Deyo, Lopez, Oliver Barnes	9.20%	9.20%	World Wide
81942	Jenny Jenny	Little Richard	Johnson Enotris/Penniman Richard W	100.00%	100.00%	World Wide
116727	Jezebel	Chely Wright	Hummon / Demarcus	50.00%	50.00%	Worldwide
126643	Jigga That Nigga	Jay-Z	Carter / Olivier / Barnes	33.34%	33.34%	Worldwide
78011	Jingling Baby	LL Cool J	Smith/Coffey/Simon	40.31%	40.31%	World Wide
195774	Johnny Feel Good	Liz Phair	Phair	100.00%	100.00%	World Wide
228907	Juke Box Music	The Kinks	Ray Davies	100.00%	100.00%	USA and Canada Only
83997	Julia	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
213979	Jump (For My Love)	The Pointer Sisters	Mitchell/Sharron/Skardina	16.66%	33.33%	World Wide
111335	JUMPIN' JUMPIN'	DESTINY'S CHILD	Elliot, Knowles, Moore, Alexander	50.00%	50%	Worldwide
332222	JUSQU'A ME PERDRE	Garou	ADAMS BRYAN, KENNEDY ELIOT JOHN	87.50%	8750%	Worldwide
006532	Just A Moment	Nas	B.H. Edwards/Jones, N./L. David Lewis/Peacock, C./Rodgers, N.	25.00%	25%	Worldwide
77702	Just Because	Joe Jackson	Joe Jackson	100.00%	100%	World Wolde
165	Just Can't Get Enough	Depeche Mode	V. Clarke	100.00%	100.00%	World Wide
776	Just Once	N/a	Mann/Weill	100.00%	100.00%	World Wide
130109	Just To See You Smile	Tim McGraw	Nesler / Martin	37.50%	37.50%	Worldwide
161778	Kaleidoscope Skies	Jam & Spoon	Ellmer/Lonich/Bacharach/Hal/Loefel	31.50%	31.50%	World Wide
450707	Kaw-Liga	Hank Williams	Williams/Rose	100.00%	100.00%	World Wide
52750	Keep their heads ringin'	Dr. Dre	Brown, Chisholm, Cooks, Yound Robinson, Snaed, Anderson	25.00%	25.00%	World Wide
167960	Keep Ya Head Up	2 Pac	Troutman/Shakur/Anderson	31.25%	31.25%	World Wide

SCHEDULE A

Song No.	Title	Artist	Writer(s)	% Collected	% Claimed (US)	Territory (WW=World Wide)
100185	Keepin' Up	Alabama	R. Fowler/T. Gentry/R. Owen/R. Rogers	100.00%	100.00%	World Wide
526873	Keg In The Closet	Kenny Chesney	Chesney/James/Onaly	100.00%	100.00%	World Wide
50051	Kentucky Woman	Neil Diamond	Neil Diamond	100.00%	100.00%	World Wide
330838	Ketchup Song	Las Ketchup	Ruiz/Benito	100.00%	100.00%	World Wide
109219	Key Largo	Bertie Higgins	Higgins E Elbert Joseph/Limbo Sonny	75.00%	75.00%	World Wide
536123	Key Lime Pie	Kenny Chesney	Chesney, Anderson, Cannon	33.34%	33.34%	World Wide
67111	Killing Me Softly With His Song	Roberta Flack; Fugees	Fox Charles/Gimbel Norman	50.00%	50.00%	
3328	KING OF THE ROAD	ROGER MILLER	Roger Miller	100.00%	100%	Worldwide excluding UK, S.Africa, Benelux, Scandinavia, Australasia, Italy, France, Brazil, Argentina, Chile, Uruguay, Germany, Austria, Japan
610217	Kirikirimai	Orange Range	Orange Range	100.00%	100%	World EX Japan
156596	Kissing You	Des'ree	Weeks/Attack	50.00%	50.00%	World Wide
	Knock Three Times	Tony Orlando & Dawn	Brown/Levine	Sony/Lestrade 55%	55%	World Wide
333919	Kusha Las Playas	Las Ketchup	Ruiz/Munoz/Munoz/Munoz	100.00%	100%	World Wide
276686	La Bomba	King Africa	Zambrana, Fabio	100.00%	100.00%	World Wide
244232	La Bosa	Ouesco	Francisco Manuel Ruiz Gomez	100.00%	100%	World Wide
595291	La Locura	Yahir	Alejandro Jaenn, Rafael Vergara, William Paz	33.34%	33%	World Wide
114280	Lady (Hear Me Tonight)	Modjo	Rodgers / Edwards / Destagnol / Trenchert	25.00%	25%	World
100143	Lady Down On Love	Alabama	Owen	100.00%	100%	world Wide
83998	Lady Madonna	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
652250	Laid To Rest	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100.00%	100.00%	WW
51886	Landslide	Dixie Chicks	Stevie Nicks	100.00%	100.00%	World Wide
59469	Last Night	As Yet	Edmonds/Andes	50.00%	50.00%	World Wide
79138	Laughter In The Rain	Neil Sedaka	Cody Phillip/Sedaka Neil	12.50%	12.50%	WW
212301	Lawdy Miss Clawdy	Elvis Presley	Price	100.00%	100.00%	World Wide
53778	Le Freak	Chic	Rogers, Nile G. , Bernard Edwards	50.00%	50.00%	World Wide
524336	Learn Chinese	Jin feat. Wyclef Jean	Jean/Brown/Duplessis/Auyueng	10.00%	10.00%	World Wide
249388	Let Forever Be		Gallagher, Rowland, Simons	50.00%	50.00%	World Wide
84119	Let It Be	Beatles	Lennon John/Mc Cartney Paul	64.167% Sony, 35.833 EMI	100.00%	World Wide
508005	Let's Be Us Again	Lonestar	McDonald/James/Derry	33.34%	33.34%	World Wide
631767	Let's Do This Right	Lyfe	Jennings.	100.00%	100.00%	World Wide
40758	Let's Go To Vegas	Faith Hill	Staley, Karen R.	100.00%	100.00%	World Wide
60262	Let's Make A Night To Remember	Bryan Adams	Adams/Lange	40.00%	40.00%	World Wide
114809	Life	Our Lady Peace	Maida/Lanni/Taggart/Coutts	80.00%	80.00%	Worldwide
228079	Life Goes On	The Kinks	Ray Davies	100.00%	100.00%	USA and Canada Only
62449	Life Turned Her That Way	Ricky Van Shelton	Howard	100.00%	100.00%	World Wide
37791	Like A Virgin	Madonna	Kelly, Thomas F., Steinberg, William E.	100.00%	100.00%	World Wide
	Lipstick	Alejandra Guzman	Child/Domaniewksi/Greene/Guzman/Horovitz/Nguy	25.00%	25.00%	World Wide
449649	Little Bitty	Tom T. Hall/Alan Jackson	Hall	100.00%	100.00%	World Wide
327240	Little by Little	Noel Gallagher	Gallagher	100.00%	100.00%	WW
60932	Little Goodbyes	SheDaisy	Greenberg/Deere/Osborn	33.34%	33.34%	Worldwide
46979	Little Miss Honky Tonk	Brooks & Dunn	Dunn	100.00%	100.00%	World Wide
	Live Now	Nas		SPLITS PENDING		
84120	Long & Winding Road	Beatles	Lennon John/Mc Cartney Paul	64.167% Sony, 35.833 EMI	100.00%	World Wide
614684	Long As You Come Home	Brooke Valentine	Randolph / Spencer / Smith / Milsap / Spencer / Johnson	50.00%	50.00%	World Wide
129698	Long Black Train	Josh Turner	Turner	100.00%	100.00%	World Wide
82975	Long Tall Sally	Little Richard	Penniman/Johnson/Blackwell	100.00%	100.00%	World Wide
599802	Lose My Breath	Destiny's Child	Jerkins/Garrett/Knowles/Rowland,M. Williams/Jerkins III/ Daniels, Cane	24.16	24.16%	World Wide
109034	Losing Lisa	Ben Folds	Ben Folds, Frally Hynes	95.00%	95%	World Wide
625472	Lost In Hollywood	System of a Down	Tankian / Malakian	100.00%	100%	World Wide
131673	Love At First Sight	Kylie Minogue	Minogue/ Stanard/ Gallagher/ Howes/ Harrington	20.00%	20.00%	Worldwide
537911	Love Doesn't Live Here No More	Ricky Fante	Deutsch/Fante/Harris/Kats	25.00%	25.00%	Worldwide
91508	Love Like This	Faith Evans	Rodgers/Edwards/Combs/Evans/ Emery/Lawrence/Crawford	25.00%	25.00%	World Wide
20538	Love of a Lifetime	Firehouse	Snare/Leverty	100.00%	100.00%	World Wide
14201	Love Overboard	Gladys Knight	Calloway	25.00%	25.00%	World Wide
131646	Love You Out Loud	Rascal Flatts	James/Wilson	100.00%	100.00%	World Wide
84003	Lovely Rita	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
133892	Lover I Don't Have To Love	Bright Eyes	Oberst	100.00%	100.00%	World Wide
601917	Lover's Ghetto	Angie Stone	Temperton, Moore, Randolph, Smith, Spencer	50.00%	50.00%	World Wide
35525	Lovin' All Night	Patty Loveless	Crowell	100.00%	100.00%	World Wide
527801	Loving Days	Kylie Minogue	Stannard/Minogue	25.00%	25.00%	World Wide
601760	Lua	Bright Eyes	Oberst	100.00%	100.00%	World Wide
150791	Luchini	Camp Lo	Randolph / Spencer / Smith / Wallace / Wilds / Willis	50.00%	50.00%	World Wide
82969	Lucille	Kenny Rogers	Bowling Roger Dale/Bynum Hal	100.00%	100.00%	World Wide
84004	Lucy In The Sky With Diamonds	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
509499	Luv U Better	LL Cool J	Smith/Williams/Huge	33.34%	33.34%	World Wide
619457	Lyla	Oasis	Gallagher, Noel	100.00%	100.00%	World Wide
48891	Lyrical Gangbang	Dr. Dre	Allen/Broadus/Brown/Collins/Hathaway/Young	5.00%	5.00%	World Wide
37986	Ma Baker	Boney M	Jay/Reyam/Farian	100.00%	100.00%	World Wide
762	Made Up My Mind	Lyle	Jennings	100.00%	100.00%	World Wide
378	Madman	Silverchair	Johns	100.00%	100.00%	World wide
84005	Magical Mystery Tour	Beatles	Lennon, John W. McCartney, Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
106570	Make It With You	Bread	Gates David A	100.00%	100.00%	World Wide
3842	Make The World Go Away	Elvis Presley	Cochran	100.00%	100.00%	World Wide
517522	Making Love For Fun	Enrique Iglesias	Fishbein/Iglesias/Dioguardi/Morales/Siegel	5.00%	5.00%	World Wide
497555	Making Memories Of Us	Keith Urban	R. Crowell	100.00%	100.00%	World Wide

SCHEDULE A

265759	Mama Said Knock You Out	LL Cool J	Smith/Williams/Morrison/Stewart/Jacobs/Clinton/Collins/McCants/McCants	7.42%	7.42% World Wide
902086	Mamas Dont Let Your Babies Grow Up To Be Cowboys	Willie Nelson/Waylon Jennings	Bruce/Bruce	100.00%	100.00% World Wide
101240	Maria Maria	Santana	Jean/Duplessis/Santana/Perazzo/Rekow	85.00%	85.00% World Wide
228018	Marmalade	System of a Down	Malakian, Tankian, Odadjian, Dolmayan	100.00%	100.00% World Wide
101168	Marrakesh Express	Crosby, Stills & Nash	G. Nash	100.00%	100.00% World Wide
84006	Martha My Dear	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
553385	Mass Destruction	Faithless	Fraser / Bentovim / Armstrong / Nut	26.67%	26.67% World Wide
84121	Maxwell's Silver Hammer	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00% World Wide
196437	Maybe I'm Amazed	Paul McCartney	McCartney	64.167% Sony, 35.833 EMI	100.00% World Wide
505811	Maybe This Christmas		Sexsmith	100.00%	100.00% World Wide
598817	Me Dedique a Perderte	Alejandro Fernandez	Garcia	100% Sony Music ent Mx, S.A. De C.V.	100.00% WW
35323	Me Estoy Enamorando	La Mafia	Larrinaga	100.00%	100.00% World Wide
84122	Mean Mr. Mustard	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00% World Wide
83303	Meet Me In Montana	Jo Dee Messina	Goodrum / Maher	100.00%	100.00% world wide
24351	Meeting In The Ladies Room	Kymaxx	Calloway/Calloway/Watson	51.95%	51.95% World Wide
	Mesmerized	Faith Evans	"update in Moviso when splits are decided"	Pending	pending
96249	Mess	Ben Folds Five	Ben Folds	100.00%	100% World Wide
	Message to the Boys	Nas		SPLITS PENDING	
75993	Miami	Will Smith	Shelby/Shockley/Sylvers/Smith	50.00%	50% World wide
84007	Michelle	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00% World Wide
14213	Midas Touch	Midnight Star	Watson	94.45%	94.45% World Wide
22105	Miracle	Whitney Houston	Estmons / Reid	62.50%	62.50% World Wide
75119	Mo Money, Mo Problems	Notorious B.I.G.	Edwards/Rogers/Combs/ Wallace/Jordan/Phillips	30.00%	30.00% WW
340320	Moment Like This	Kelly Clarkson	Reid/Eliffson	50.00%	50.00% World Wide
554458	Money Ain't A Thang	Jermaine Dupri	Arrington/Parker/Carter/Carter/Henkerson/Dupri	50.00%	50.00% World Wide
187977	More Bounce	Heavy D.	Troutman, Myers	31.25%	31.25% World Wide
151955	More Bounce to the Ounce	Zapp	Troutman/Sala	62.50%	62.50% World Wide
113353	More Than That	Backstreet Boys	Anders/Wennerberg/Jamberg	66667.00%	66.66% World Wide
112110	Morning Glory	Oasis	Noel Gallagher	100.00%	100.00% Worldwide
111756	Most Girls	Pink	Babyface / Thomas	50.00%	50.00% Worldwide
84009	Mother Nature's Son	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
100145	Mountain Music	Alabama	Owen	100.00%	100.00% World ex. Belgium / Holland / and Luxembourg
450546	Move It On Over	George Thorogood & The Destroyers	Williams	100.00%	100.00% World Wide
	Move Somethin'	LL Cool J	James Smith/Johnson	pending	pending
113933	Movin Melodies	ATB	Tannebergar	100.00%	100.00% World Wide
244779	Movin On Without You	Utada Hikaru	Hikaru	100.00%	100.00% World Wide
627752	Moving Pictures	Fall Out Boy	Peter Wentz, Patrick Stumph, Joseph Trohman	100.00%	100.00% World Wide
229003	Mr. Big (Man)	The Kinks	Ray Davies	100.00%	100.00% USA and Canada Only
451062	Mr. Mom	Lonestar	Harbin/Ron/McDonald/Pfrimmer/Don	33.34%	33.34% World Wide
111896	Murder Was The Case	Snoop Dogg	Young/Trawick/Griffin/Boradus/Arnaud	37.50%	37.50% World Wide
631699	Must Be Nice	Lyle Jennings	Jennings	100.00%	100.00% World Wide
200096	My All	Mariah Carey	Carey/Afanasieff	50.00%	50.00% World Wide
103251	My Baby You	Marc Anthony	Afanasieff, Walter N., Muniz, Mark A.	100.00%	100.00% World Wide
540975	My Buddy	G-Unit	Brown/Jackson/Lloude/Morricone/Aussar	16.67%	16.67% Worldwide
304081	My Give A Damn Is Busted	Jo Dee Messina	Diffie/Shapiro/Martin	50.34%	50.34% World Wide
106898	My Heart Is Lost In You	Brooks & Dunn	Beavers/Harrington	50.00%	50.00% World Wide
631765	My Life	Lyle	Jennings	100.00%	100.00% World Wide
157243	My Life	Mary J. Blige	Ayers/Blige/Combs/Delvalle/Thompson	6.25%	6.25% World Wide
95602	My Love Is Your Love	Whitney Houston	Jean Nel Wyclef/Duplessis	75.00%	75.00% World Wide
22100	My My My	ARMAND VAN HELDEN	Edmunds, Simmons	65.62%	65.62% WW
28325	My Next Broken Heart	Brooks & Dunn	Cook/Dunn/Brooks	100.00%	100.00% World Wide
125569	My Oedipus Complex	Kid Rock	Peters/ Ritchie	5.00%	5.00% World Wide
537908	My Song	Ricky Fante	Deutsch/Fante/Harris/Kats	60.00%	60.00% Worldwide
593993	Nada Personal	Marc Anthony	Estefano/Anthony/Reyes	100.00%	100.00% World Wide
540480	Nas Angels...The Flyest	Nas	Jones/Williams/Hugo	16.66%	16.66% World Wide
118500	Nasty Girl	Destiny's Child	Knowles/ Dent / Brassl / Hackett	30.00%	30.00% Worldwide
315514	Needles	System of a Down	Malakian, Tankian, Odadjian, Dolmayan	100.00%	100.00% Worldwide
28523	Neon Moon	Brooks & Dunn	Dunn	100.00%	100.00% World Wide
116608	Never Gonna Give You Up	Rick Astley	Stock/Aitken/Waterman	33.34%	33.34% World wide
76464	Never Gonna Let You Go	Faith Evans	Edmonds/Thomas	40.00%	40.00% Worldwide
84222	New York City	John Lennon	Lennon	100.00%	100.00% Worldwide
102500	New York Groove	Ace Frehley	Ballard	100.00%	100.00% Worldwide
109893	Niggas Ain't S**t	Tona/Dr. Dre	Young/Curry/Wolfe/Taylor/ Beasley/Broadus	18.75%	18.75% World Wide
422701	Niggaz Done Started Something	DMX	Blackman/Betha/Styles/Simmons/Jacobs/Phillips	50.00%	50.00% World Wide
291152	No Matter What They Say	Lil Kim	Rogers, Thompson, Barrier, Byrd, Jones, Feliciano, Edwards, Henson, Archer, Beavers, Taylor, Hill, Joyner, Griffin	10.00%	10.00% World Wide
97292	No Me Quiero Enamorar	Kalimba	Domm, Ocwansky, Bernal	50.00%	50.00% World Wide
289	No Me Tortures	Daniel Rene	Pilolo/Danny Lopex	35.00%	35.00% Worldwide
833	No More Mr. Nice Guy	Alice Cooper	Cooper/Bruce	100.00%	100.00% World Wide
	No One Else In The Room	Nas		SPLITS PENDING	
76525	No One Else On Earth	Wynonna	Colucci / Harris / Lorber	41.67%	41.67% World Wide
77827	No Place That Far	Sara Evans	Evans/Martin/Shapiro	91.66%	91.66% Worldwide
84013	No Reply	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00% World Wide

SCHEDULE A

Song	Title	Artist	Writer	US Share	US Territory	Worldwide Rights
77879	No Shelter	Rage Against The Machine	Rocha / Commerford / Morello / Wilk	100.00%	100.00%	Worldwide
495972	No Shoes, No Shirt, No Problems	Kenny Chesney	Beatherd	100.00%	100.00%	World Wide
127506	No Such Thing	John Mayer	Mayer/Cook	85.00%	85.00%	World Wide
298370	Nobody Ever Died of A Broken Heart	Cowboy Crush	Terry Radigan/Kenny Greenberg/Walter Wilson	33.34%	33.34%	World Wide
84014	Norwegian Wood (This Bird Has Flown)	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
55740	Not Gon' Cry	Mary J. Blige	Edmonds	87.50%	87.50%	Worldwide
130024	Not On Your Love	Jeff Carson	Martin /Wilson / Martin	20.84%	20.84%	Worldwide
519624	Not Me	Kelvin Thomas	Thomas, Montana, Maher	33.34%	33.34%	World Wide
597449	Not That Kind of Girl	JoJo	Fusari / Belewa / Falonie	25.00%	25.00%	Worldwide
243692	Nothing Even Matters	Lauryn Hill	Hill	100.00%	100.00%	World Wide
593841	Now You've Got Something To Die For	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100% Sony/ATV Songs LLC	100.00%	WW
84016	Nowhere Man	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
239168	Nowhere To Run (Vapor Trail)	Ozzy Osborne	Blades, Rubin, Of dirty bastard, Jordan, Kirkland, Osborne, DMX	18.50%	18.50%	World Wide
807438	Numb/Encore	Jay-Z /Linkin Park	Carter/West	18.75%	18.75%	World Wide
551403	O.G. Bitch	Esthero	Gerald Eaton, Brian West, Esthero	50.00%	50.00%	World Wide
907598	Ob La Di Ob La Da	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
116758	Ocean Spray	Manic Street Preachers	Moore/Jones/Bredfield	100.00%	100.00%	World Wide
84123	Oh Darling	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00%	World Wide
38112	Oh L'Amour	Erasure	Bell/Clarke	100.00%	100.00%	World Wide
448598	Oh Pretty Woman	Roy Orbison	Dees/Orbison	62.50%	62.50%	USA
537908	Oh Yeah	Ricky Fante	Deutsch/Fante/Harris/Kats	35.00%	35.00%	Worldwide
81008	Okie From Muskogee	Merle Haggard	Powers, Haggard	100.00%	100.00%	World Wide
603438	Old Soul Song	Bright Eyes	Oberst	100.00%	100.00%	World Wide
593829	Omerta	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100.00%	100.00%	WW
97049	On The Inside (Theme from "Prisoner")	Lynne Hamilton	CASWELL DAVID ALLAN	100.00%	100.00%	World Wide
129117	One Day In Your Life	Anastacia	Blancaniello/Newkirk/Watters	33.33%	33.33%	World Wide
593839	One Gun	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100.00%	100.00%	WW
99449	One Man Army	Our Lady Peace	Maida/Lanni	50.00%	50.00%	Worldwide
133884	One Mic	Nas	Jones / Thompson	25.00%	25	WW
64856	One More Chance	Notorious B.I.G.	Carl 'Chucky' Thompson (/ Christopher Wallace /Sean Combs / Norman Glover / Reginald D. Ellis	16.67%	16.67%	WW
112688	One Night Stand	Misteeq	Mikkel/ SE/ Rustan/ Hermansen/ Dixon/ Washington/ Nash	18.66%	18.66%	World Wide
138143	One Nite Stand	Sarah Connor	Duplessis/Wyclef/Connor/Fortuna	37.50%	37.50%	World Wide
106975	One Sweet Day	Mariah Carey	M. Carey, N. Morris, W. Morris, S.Stockman, M. McCary, W. Afanasieff	35.00%	35.00%	World Wide
450370	One Voice	Billy Gilman	Cook, Malloy	50.00%	50.00%	World Wide
38068	Only The Lonely	Roy Orbison	Melson/Orbison	50.00%	50.00%	World Wide
599470	Only You	Yaz	V. Clarke	100.00%	100.00%	World Wide
101174	Ordinary	Train	Hendrickson, Monahan	12.50%	12.50%	World Wide
331471	Other Chicks	Clara	Harris, Spencer, Miles	50.00%	50.00%	World Wide
330810	Our House	Crosby, Stills, Nash & Young	G. Nash	100.00%	100.00%	World Wide
611213	Outro	Americ	Mark Rooney, Rich Harrison, Americ Rogers	40.00%	40.00%	World Wide
84019	Outta The Way	The Vines	Nicholls	100.00%	100.00%	World X Australia/New Zealand
504387	Paid the Price	Do or Die	Troutman, Troutman, Round, Round, West, Smith	18.75%	37.50%	World
127804	Paperback Writer	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
524145	Paradise	LL Cool J	Barnes/Olivier/Smith/Jackson/ Rogers/Burke/Felder/Wright	50.00%	50.00%	World Wide
329212	Part II	Method Man & Redman	Edmonds / Wilson / Sermon / Braxton / Noble / Smith	30% Sony/ATV Songs LLC / ECAF Music	30.00%	Worldwide
522305	Party To Damascus	Wyclef feat. Missy Elliot	Jean/Duplessis/Elliot	50.00%	50.00%	World Wide
234780	Pass The Courvoisier	Busta Rhymes	Rodgers/Edwards/Muhammed/Tyler/Linzer/Taylor/ Fareed/Smith/Hugo/Woolard/Denny/Lamb/Randal	7.50%	7.50%	World Wide
338351	Pass The Courvoisier Part 2	Busta Rhymes	Rodgers/Edwards/Muhammed/Tyler/Linzer/Taylor/ Fareed/Smith/Hugo/Woolard/Denny/Lamb/Randal	7.50%	1.50%	World Wide
127507	Paul Revere	Beastie Boys	Rubin / Horowitz / McDaniels / Simmons	10.00%	10.00%	Worldwide
49168	Peace of Mind	Josh Gracin	James/Verges	50.00%	50.00%	World Wide
91454	Peaceful World	John Mellencamp	Mellencamp	100.00%	100.00%	Worldwide
112887	Pedro Navaja	Ruben Blades	Blades	100.00%	100.00%	World Wide
501899	Penny Lane	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
5891	Perfect	Snoop Dogg	Broadus/Williams/Hugo/Adu/St.John	25.00%	25.00%	World Wide
295	Perfect	Sara Evans	Evans/Martin/Shapiro	100.00%	100.00%	World Wide
207794	Perfect Gentleman	Wyclef Jean	Jean / Duplessis / Harris	45.00%	45.00%	Worldwide
447582	Persuaders	N/A	Barry	100.00%	100.00%	World Wide
183545	Peter Pan Overture	Kaczmarek	Kaczmarek	100.00%	100.00%	World Wide
145506	Philosophy	Ben Folds Five	Folds	100.00%	100.00%	Worldwide
105713	Piano	Glassjaw	Palumbo/Beck	100.00%	100.00%	Worldwide
108545	Pickin' Wildflowers	Keith Anderson	Williams, Rich, Anderson	33.34%	33.34%	World Wide
145506	Picture Perfect	Angela Via	Trullinger/Cosgrove/Clark	3333.00%	33.33%	Worldwide
	Piece Of My Heart	Janis Joplin	Berns/ Ragavoy	16.67%	16.67%	World Wide
	Pienso En Ti	Shakira	Morbarak/ Ochoa	75.00%	75.00%	World Wide

SCHEDULE A

Song Code	Title	Artist	Writer(s)	% Interest Contributed	% Territory (WW World Wide)
95529	Piggy In The Middle	Beatles	Lennon / Mccartney	82.08% Sony, 17.92% EMI	100.00% World Wide
810407	Play Something Country	Brooks & Dunn	Dunn/McBride	50.00%	50.00% World Wide
108852	Please Remember Me	Tim McGraw	Crowell, Jennings	50.00%	50.00% World Wide
37895	POISON	ALICE COOPER	Cooper, Child, McCurry	42.50%	42.50% Worldwide
60878	Polyester Bride	Liz Phair	Phair	100.00%	100.00% World Wide
6482	Pop A Top	Alan Jackson	Stuckey	100.00%	100.00% Worldwide
125090	Pop Lockin'	Slikk The Shocker	Troutman/Troutman/Hooks/ Hudson/Broadus/Spillman/ Miller/Brooks	Sony/Lastrada 37.5	37.50% World Wide
45930	Possession	Sarah McLachlan	McLachlan	100.00%	100.00% World X Canada
817120	Poster Girl	Backstreet Boys	Mann/Behnicke/Tromberg	50.00%	50.00% World Wide
138853	Power of a Dream	Celine Dion	Edmons/Foster/Thompson	33.34%	33.34% World Wide
520494	Powerless (Say What You Want)	Nelly Furtado	Eaton/West/Furtado/ Horn/Dudley/ McLaren	26.66%	26.66% WW
627746	Prelude/Hell of a Town	Joe Jackson	Joe Jackson	100.00%	100.00% World Wide
	Pretty in Punk	Fall Out Boy	Peter Wentz, Patrick Stumph, Joseph Trohman	100.00%	100.00% World Wide
4661	Pretty Paper	Roy Orbison	Nelson	100.00%	100.00% Worldwide EX - Australia, New Zealand, Benelux, Brazil, UK, Germany Austria, Switzerland, Italy, Scandinavia, Denmark, Iceland, and France
54541	Pump Pump	Snoop Dogg	Malik/Broadus/Young	50.00%	50.00% Worldwide
534809	Pure and Simple	Hear' Say	Clarkson / Hawes / Kirtley	33.34%	33.34% Worldwide
60682	Pure Massacre	Silverchair	Jonns/Gilles	100.00%	100.00% World Wide
122025	Push It'	Salt n Pepa	Ray Davis/Herby Azor	2.00%	2.00% Can/Mex/USA
327976	Put It In Your Mouth	Akinyele	Hargis/Adams/Jeffries	100.00%	100.00% World Wide
450185	Put Your Hands Where My Eyes Can See	Busta Rhymes	Seals/Smith	50.00%	50.00% World Wide
599885	Quarterbackin	E40	Adams/Stevens/Thornton/Thornton	50.00%	50.00% World Wide
625479	QUESTION	System of a Down	Malakian/Tankian	100.00%	100.00% World Wide
527450	Que Lloro	Sin Bandera	Garcia	100.00%	100.00% World Wide
38262	Radar Love	Golden Earring	Kooymans/Hay	100.00%	100.00% World Wide
237403	Radio Activity	Kraftwerk	Schutt/Heutter/Schneider	100.00%	100.00% World Wide
523033	Raindrops Will Fall	TAMYRA GRAY	BIANCANIELLO, WATTERS, GRAY	33.34%	33.34% WW
75013	Rapper's Delight	Sugarhill Gang	Rodgers / Edwards	50.00%	50.00% Worldwide
237989	Rasputin	Boney M	Jay/Reyam/Farian	100.00%	100.00% Worldwide
237989	Rat-Tat-Tat-Tat	Dr. Dre	Curry/Young	100.00%	100.00% Worldwide
337255	A Real Fine Place to Start	Sara Evans	Ducas/Foster	50.00%	50.00% World
447737	Real Men	Joe Jackson	Joe Jackson	100.00%	100.00% World Wide
902171	Reaper (Don't Fear The)	Blue Oyster Cult	Roeser, Donald	Sony/ATV Tunes, LLC (ASCAP) 100%	100.00% World excluding GAS and East Europe
506479	Red Dirt Road	Brooks & Dunn	Brooks/Dunn	100.00%	100.00% World Wide
48419	Red Light Special	TLC	Edmonds	100.00%	100.00% World wide
40369	Red Red Wine	Neil Diamond/UB40	Diamond	100.00%	100.00% WW
133739	Red White And Blue	Lynard Skynard	Van Zant/Van Zant/Warren/Warren	50.00%	50.00% World Wide
543238	Redneck Woman	Gretchen Wilson	Wilson/Rich	50.00%	50.00% World Wide
593837	Remorse If For The Dead	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100.00%	100.00% WW
525733	Re-offender	Travis	Healy	100.00%	100.00% Worldwide
341951	Requiem For A Dream Theme	Clint Mansell	Mansell	12.50%	12.50% World Wide
272712	Respectable	Mel and Kim	Stock/Aitken/Waterman	33.34%	33.34% World Wide
84022	Revolution	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
51698	Rhiannon	Fleetwood Mac	Stevie Nicks	100.00%	100.00% World Wide
012818	Rich Girl	Gwen Stefani	Kreviazuk/Stefani/Dioguardi/Allazano	91.00%	5.00% World Wide
512555	Ride	The Vines	Nicholls	100.00%	100.00% World Wide
603444	Rode To Joy	Bright Eyes	Oberst	100.00%	100.00% World Wide
85087	Rock Around The Clock	Bill Haley	Max C. Freedman/J. Myers	75.00%	75.00% US, Canada, & Mexico
517461	Rock Me	Liz Phair	Alspach/Edwards/Christy/Phair	25.00%	25.00% World Wide
77581	Rock The Bells	LL Cool J	Smith/Rubin	87.50%	87.50% World Wide
	Rock The Party	Five	Gibb / Brown / Breen / Conlon / Gallagher / Stannard	8.00%	8.00% World Wide
84025	Rocky Raccoon	Beatles	Lennon, John W. , McCartney, Paul	66.67% Sony, 33.33% EMI	100.00% World Wide
603447	Roll With You	Clara	Spencer, Miles, Harris	25.00%	50.00% World
274815	Rose Garden	Lynn Anderson	Joe South	100.00%	100.00% World Wide
448308	Roulette	System of a Down	Malakian, Tankian, Odadjian, Dolmayan	100.00%	100.00% World Wide
595356	Rub My Back	LL Cool J	James Smith, Tim Mosley	50.00%	50.00% World Wide
602188	Rumours	Lindsay Lohan	Rooney, Jackson, Jackson, Lohan	50.00%	50.00% World Wide
125150	Run For Cover	Sugababes	Upsey / Donaghy / Buena / Buchanan	25.00%	25.00% Worldwide
506746	Run, Run, Run	Ryan Tyler	Powell/Davis/Kayle	33.34%	33.34% World Wide
211945	Saloma	Chayanne	Salgado	100.00%	100.00% World Wide
132199	Same Old Brand New You	A1	Adams/Ingerbigdsen/Read/Foster	50.00%	50.00% World Wide
289999	Satisfy You	Puff Daddy / R. Kelly	Walker/Combs/Mccroy/Foster/Price/Kelly/Greene	10.00%	10.00% World Wide
111341	Say My Name	Destiny's Child	Beyonce Knowles, Kelendria T Rowland, Latavia Roberson, Rodney Jerkins,Daniels, Lashawn A., Fred Jerkins III	20.00%	20.00% World Wide
62916	Say You'll Be there	Spice Girls	Beckham/Brown/Buck/Bunton/Chisholm/Halliwell/Kennedy	66.67%	66.67% World Wide
605742	Scandalous	Misteeq	Eriksen/Rustan/Hermansen	16.67%	16.67% World Wide
315518	Science	System of a Down	Malakian, Tankian, Odadjian, Dolmayan	100.00%	100.00% World Wide
504704	Se Esfuma Tu Amor	Marc Anthony	Salgado/Pagan	100.00%	100.00% World Wide
1604	Se Quiere Go Mata	Shakira	Mebarak/Ochoa	25.00%	25.00% World Wide
028	Seargent Pepper's Lonely Hearts Club Band	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
480636	Secret Ambition	Michael W. Smith	Smith/Kirkpatrick/Gill	50.00%	50.00% World Wide
61531	Secret Of Life	Faith Hill	Peters	100.00%	100.00% World Wide
300897	Secretly	Jennifer Lopez	Shakir, Rooney, Oliver, Lopez	90.00%	90.00% World Wide
538924	Sentada Aqui en mi Alma	Chayanne	Estefano/Reyes	100.00%	100.00% Universe
54543	Serial Killa	Snoop Dogg	Arnaud/Brown/Middendorf/Broadus/Thomas/Willar	20.00%	20.00% World Wide

SCHEDULE A

[illegible]	Title	Artist	Writer	Publisher	Licensed	US Series/WW/World Wide
68137	Sesame Street Theme	N/A	Raposo/Hart/Stone	Sony/ATV 50%	50.00%	World excluding Asian territories
148323	Setting Sun	Chemical Brothers	Gallagher/Rowlands/Simons	50.00%	50.00%	World Wide
37818	Sex As A Weapon	Pat Benetar	Steinberg/Kelly	100.00%	100.00%	World Wide
118503	Sexy Daddy	Destiny's Child	Beyonce Knowles Damon Elliott	60.00%	60.00%	World Wide
84029	Sexy Sadie	Beatles	Lennon / McCartney	100.00%	100.00%	World Wide
	Shake It Baby	LL Cool J	Johnson/Smith/Taylor	pending	pending	
334366	Shake Ya Body	Jay Z & R Kelly	Barnes/Olivier/Kelly/Dewese/Jones/Robinson	20.00%	20.00%	World Wide
554336	Shake Ya Tail Feather	Murphy Lee, Nelly and P.Diddy	Smith, Bridges, Lee, Haynes	9.170%	9.170%	World Wide
548072	Shame On Me	Ryan Cabrera	Diamond/Cabrera/Savan	33.340%	33.340%	World Wide
113235	She Bangs	Ricky Martin	Afanasieff/Child/Rosa	45.88%	45.88%	World Wide
17833	She Bop	Cindy Lauper	Lauper/Chertoff/Corbett/Lunt	28.34%	28.34%	World Wide
84127	She Came In through The Bathroom Window	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
631738	She Got Kids	Lyfe	Jennings	100.00%	100.00%	World Wide
544256	She Lives In My Lap	Outkast	Troutman/Hawkins/Vidal/Vidal/Benjamin	5.00%	5.00%	World wide
84031	She Said, She Said	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
28624	She Used To Be Mine	Brooks & Dunn	Dunn	100.00%	100.00%	World Wide
108848	Sheila	Tommy Roe	Roe Tommy	100.00%	100.00%	World Wide
133968	She'll Go On You	Josh Turner	Narmore	100.00%	100.00%	World Wide
304065	She'll Leave You With A Smile	George Strait	Knowles/Blackmon	50.00%	50.00%	World Wide
84032	She's A Woman	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
98453	She's Crafty	Beastie Boys	Horovitz/Rubin/Yauch	12.50%	12.50%	World Wide
84033	She's Leaving Home	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
46877	She's Not The Cheatin Kind	Brooks & Dunn	Dunn	100.00%	100.00%	World Wide
234680	She's On It	Beastie Boys	Horovitz/Rubin	50.00%	50.00%	World Wide
619023	Shine It All Around	Robert Plant And Strange Sensation	Plant/Adams/Tyson/Deamer/Baggott	100.00%	100.00%	World Wide
614391	Shiver	Natalia	Solomon / Imbruglia / White	47.00%	47.00%	World Wide
242133	Show Me Love	Robin S / DJ Tonka	Mcfarlane/George	100.00%	100.00%	Worldwide
	Show Me The Way To Your Love	Hear Say	Erikseen / Hermansen / Hallgeir	33.34%	33.34%	Worldwide
102235	Showroom Dummies	Kraftwerk	Hueller	100.00%	100.00%	US
27599	Sick Boys	Michael Ness	Michael Ness	100.00%	100.00%	World Wide
118102	Side	Travis	Healy	100.00%	100.00%	Worldwide
434266	Siempre Hay Milagros	Myra	Kennedy/Sheyne	50.00%	50.00%	World Wide
452935	Signs	Tesla	Emmerson	50.00%	50.00%	World Wide
76705	Silence	Delerium	Leeb/Fuller/McLachlan	50.00%	50.00%	World ex Canada
197906	Silent Murder	Nas	Browne / Jones / Rocro	30.00%	30.00%	Worldwide
519472	Simple Things	Amy Grant	Grant/Thomas/O'Brian/Owsley	40.00%	40.00%	World Wide
118098	Sing	Travis	Healy	100.00%	100.00%	Worldwide
64802	Sittin' Up In My Room	Brandy	Edmonds	87.50%	87.50%	Worldwide
113243	Situation	Yaz	V Clarke/A Moyet	100.00%	100.00%	World Wide
549173	Slipped Away	Avril Lavigne	Kreviozuk/Lavigne	50% Sony/ATV Songs LLC	50.00%	World Wide
234802	Slow Ride	Beastie Boys	Rubin/Allen/Brown/Dickerson/Miller/Scott/Goldstein/Horowitz/Diamond/Yauch/Jordan/Levittin	5.00%	5.00%	World Wide
447668	Slow Song	Joe Jackson	Joe Jackson	100.00%	100.00%	World Wide
631882	Smile	Lyfe	Jennings, Lambert, Potter	33.34%	33.34%	World Wide
38707	Smooth Operator	Sade	Adu/St. John	50.00%	50.00%	World Wide
240842	So Damn Beautiful	Paranoid	Horrocks, Milleare, Rowe	66.66%	66.66%	World Wide
37820	So Emotional	Whitney Houston	Steinberg/Kelly	100.00%	100.00%	World Wide
515380	So Gone	Monica	Elliot/Cunningham/Rye/ Ahmonuel	50.00%	50.00%	Worldwide
111337	So Good	Destiny's Child	Knowles,Beyonce / Rowland,Kelendria T. / Roberson,Latavia / Luckett,Letoya / Briggs,Kevin / Burruss,Kandi L.	15.00%	15.00%	Worldwide
113167	So In Love With Two	Mikaila	Engrlquez / Erickson /Hermansen /Rustan	30.00%	30.00%	Worldwide
177305	So What	Miles David	Davis	100.00%	100.00%	Worldwide
619517	Soldier	Destiny's Child	Knowles/Rowland/Harrison/Williams/Carter/Garrett / Harris	14.00%	14.00%	Worldwide
79140	Solitaire	Clay Aiken	Cody/Sedaka	60.63%	60.63%	World Wide
50666	Solitary Man	HIM	Diamond	100.00%	100.00%	World Wide
67537	Solo En Ti	Enrique Iglesias	Clarke/Iglesias	93.75%	93.75%	Worldwide
99865	Some Days You Gotta Dance	Dixie Chicks	Johnson/Morgan	18.75%	18.75%	World Wide
480645	Somebody Love Me	Michael W. Smith	Smith/Kirkpatrick	50.00%	50.00%	World Wide
334362	Somebody's Girl	Jay-Z R Kelly	Barnes/Olivier/Kelly/Carter	50.00%	50.00%	Worldwide
114645	Someone To Love You	Raff Endz	Rooney	100.00%	100.00%	Worldwide
526434	Something's Broken	Tim McGraw	beathard, horne	50.00%	50.00%	Worldwide
29552	Sometimes	Erasure	Clarke/Bell	100.00%	100.00%	Worldwide
13553	Sometimes When We Touch	Dan Hill	Hill Dan/Mann Barry	100.00%	100.00%	World excluding Canada
619047	Somewhere Else	Razorlight	Johnny Borrill	100.00%	100.00%	World Wide
135131	Somewhere Out There	Our Lady Peace	Coutts/Maida/Taggart	100.00%	100.00%	World Wide
5250	Son Of A Preacher Man	Tanya Tucker: Dusty Springfield	Hurley/Wilkins	100.00%	100.00%	World Wide
48487	Song For the Dumped	Ben Folds Five	Ben Folds, Darren Jessee	100.00%	100%	World Wide
90176	Sorry Suzanne	Hollies	Anthony Gordon/Stephens Geoffrey	50.00%	50.00%	World Wide
50519	Squeeze Me In	Garth Brooks / Trisha Yearwood	Nicholson / McClinton	50.00%	50.00%	Worldwide
29592	Star	Erasure	Bell/Clarke	100.00%	100.00%	World Wide
51591	Starseed	Our Lady Peace	Maida/Lanni/Eacrett/Lanni	75.00%	75.00%	Worldwide
*28298	Stay	Leann Rimes	Peirce/White	50.00%	50.00%	Worldwide
1558	Stay For A While	Angie Stone	Wynn/Stone/Hamilton	10.00%	10.00%	Worldwide
7150	Stay With Me	Josh Gracin	James/Mcbride/Hughes	33.34%	33.34%	World Wide
*47679	Steppin'Out	Joe Jackson	Jackson Joe/	100.00%	100.00%	World Wide
831750	Stick Up Kid	Lyfe	Jennings	100.00%	100.00%	World Wide
609554	Still Around	J-LO	Rooney/Patton	50.00%	50.00%	World Wide
129194	Stomp	Steps	Rodgers / Edwards / Topham / Twigg / Campbell	25.00%	25.00%	Worldwide
29580	Stop	Erasure	Bell/Clarke	100.00%	100.00%	World Wide

SCHEDULE A

Song #	Title	Artist	Writers	% Controlled	% USA/Territory/Not Worldwide
109850	Stop Being Greedy	DMX	Blackmon/Fields/Masser/Simmons	13.00%	13.00% World wide
48892	Stranded on Death Row	Dr. Dre	Allen/Brown/Hayes/Middendorf/Nichols/Broadus/W	11.00%	11.00% World wide
447648	Stranger Than Fiction (Fiction)	Joe Jackson	Joe Jackson	100.00%	100.00% World Wide
447681	Stranger Than You	Joe Jackson	Joe Jackson	100.00%	100.00% World Wide
84037	Strawberry Fields Forever	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
338488	Streamline	System of a Down	Malakian, Tankian, Odadjuan, Dolmayan	100.00%	100.00% World Wide
505478	Street Life	Beenie Man	Davis/Hermansen/Erikson/Kelly	33.34%	33.34% World Wide
102024	Strong Enough	Sheryl Crow	Crow/Bottrel/Baerwald/ Gilbert/Ricketts/ Macleod	33.34%	33.34% World Wide
526771	Stupid	Sarah McLachlan	McLachlan	100.00%	100.00% World Wide
228011	Sugar	System of a Down	Malakian, Tankian, Odadjuan, Dolmayan	100.00%	100.00% World Wide
108530	Sugar, Sugar	The Archies	Barry/Kim	50.00%	50.00% US
624734	Sugar, We're Goin' Down	Fall Out Boy	Wentz, Stumph, Trohman, Hurley	100.00%	100.00% World Wide
228004	Suggestion	System of a Down	Malakian, Tankian, Odadjuan, Dolmayan	100.00%	100.00% World Wide
228003	Suite Pee	System of a Down	Malakian, Tankian, Odadjuan, Dolmayan	100.00%	100.00% World Wide
64983	Supermans's Dead	Our Lady Peace	Maida/Lenni	5000.00%	50.00% Worldwide
49509	Supernova	Liz Phair	Phair	100.00%	100.00% Worldwide
117035	Survivor	Destiny's Child	Beyonce Knowles, Anthony Dent Matthew Knowles	47.00%	47.00% World Wide
106528	Suspicious Minds	Elvis Presley	Zambon	100.00%	100.00% World Wide
41893	Sweet Caroline	Neil Diamond	Diamond	100.00%	100.00% WW
448642	Sweet Dreams of You	Patsy Cline	Gibson	100.00%	100.00% Worldwide
67827	Sweet Surrender	Sarah McLachlan	Sarah McLachlin	100.00%	100.00% World X Canada
599409	Swing Life Away	Rise Against	Principe/McIlrath/Barnes/Chasse	75.00%	75.00% World Wide
813070	Switch	Will Smith	Smith/Bennett/Holland	35.00%	35.00% World
627247	Switchblades and Infidelity	Fall Out Boy	Peter Wentz, Patrick Stumph, Joseph Trohman	100.00%	100.00% World Wide
601781	Take It Easy (Love Nothing)	Bright Eyes	Oberst	100.00%	100.00% World Wide
524174	Take Me As I Am	Wyclef Jean	Jean/Duplessis/Sidawes	50.25%	50.25% World Wide
538810	Take Me Away	Pete Dobson	Dobson/Levine	100.00%	100.00% World Wide
93045	Take Me Out To The Ballgame		Norworth/Von Tilzer	75.00%	75.00% World Wide
93719	Take On Me	A-Ha	Pal Waaktaar / Magne Furuholmen / Morten Harket	100.00%	100.00% Worldwide
131976	Take You Home With Me aka Body	R. Kelly & Jay-Z	Kelly/Carter/Barnes/Olivier	50.00%	50
39630	Taking Care Of Business	BTO	Randy Bachman	100.00%	100.00% World Wide
624523	Talk	Coldplay	Schult, Huetter, Bartos,Martin, Berryman, Buckland, Champion	37.50%	37.50% World Wide
56781	TALES FROM THE CRYPT	Danny Elfman	Danny Elfman	100.00%	100.00% World Wide
593992	Tan Solo Palabras	Marc Anthony	Estefano/Reyes	100.00%	100.00% World Wide
447700	Target	Joe Jackson	Joe Jackson	100.00%	100.00% World Wide
84780	Taxman	Beatles	Harrison	100.00%	100.00% Worldwide
84780	Taxman	Beatles	Harrison	100.00%	100.00% Worldwide
101189	Teach Your Children	Crosby, Stills, Nash & Young	G. Nash	100.00%	100.00% World Wide
190858	Teardrop	Massive Attack	Fraser/Del Naja/Marshall/Vowles	50.00%	50.00% World Wide
330768	Tears From the Moon	Conjure One	Baertsoen/Nowels/Steiberg	33.34%	33.34% World Wide
109052	Tell Him	The Exciters	Russell	33.33%	33.33% World Wide
87800	Tell Me If You Want Me To	Groove Theory	Lamieux/Wilson/Brown	50.00%	50.00% World Wide
109312	Telluride	Tim McGraw	Cornelius/Verges	50.00%	50.00% World Wide
105785	Temptations	Tupac Shakur	R. Troutman/L. Troutman/Murdock/Shakur/Clinton/Spradley/Harvey/Noble/Shider/	50.00%	50.00% World Wide
114426	Ten Rounds With Jose Cuervo	Tracy Byrd	Beathard/Cannon-Goodman/ Henney	100.00%	100.00% World Wide
100148	Tennessee River	Alabama	Owen	100.00%	100.00% World ex. Belgium / Holland / and Luxembourg
448697	Tennessee Waltz	Patti Page	King, Stewart	100.00%	100.00% World Wide
75422	Texas Size Heartache	Joe Diffie	Wilson / Turner	100.00%	100.00% Worldwide
54540	The Shizzit	Snoop Dogg	Young/Broadus	50.00%	50.00% World Wide
507266	Thankful	Kelly Clarkson	Thomas/Mason/Edmons/Clarkson	20.00%	20.00% World Wide
111151	That Ain't Gangsta	50 Cent	West/Willis/Jackson/Jackson	50.00%	50.00% World Wide
38254	That Ain't No Way To Go	Brooks & Dunn	Dunn/Brooks/Cook	100.00%	100.00% World Wide
131500	That's A Woman	Mark Wills	Jones/Rutherford	50.00%	50.00% World Wide
517628	That's What I Love About Sunday	Craig Morgan	Dorsey/Narmore	83.33%	83.33% World Wide
137540	That's What She Gets For Loving Me	Brooks & Dunn	Dunn/McBride	50.00%	50.00% World Wide
84105	The Ballad Of John And Yoko	John Lennon	Lennon/McCartney	100.00%	64.17% World Wide
105195	The Best Of Me	Bryan Adams	Adams/Lange	50.00%	50.00% World Wide
46020	The Chain	Fleetwood Mac	Nicks/Fleetwood/Mcvie/McVie/ Buckingham	20.00%	20.00% World wide
68982	The Chair	George Strait	Cochran, Dillon	50.00%	50.00% World Wide
515443	The Chipmonk Song	Alvin & The Chipmunks	Bagdasarian	100.00%	100.00% World X UK
114684	The Christmas Shoes	Newsong / 3 of Hearts	Ahlstrom /Carewell	50.00%	50.00% WW
516102	The Christmas Song	n/a	Torme/Wells	50.00%	50.00% US
137090	The Color Of Love	Babyface	Edmonds	100.00%	100.00% World Wide
83930	The Continuing Story Of Bungalow Bill	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
48890	The Doctor's Office	Dr. Dre	Curry/Young	100.00%	100.00% World Wide
593840	The Faded Line	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100.00%	100.00% WW
288990	The Flame	Tina Arena	Foreman	100.00%	100.00% World Wide
20453	The Gambler	Kenny Rogers	A.D. Schitz	100.00%	100.00% World Wide
111148	The Good Die Young	50 Cent	West/Jackson	50.00%	50.00% World Wide
138148	The Greatest View	Silverchair	Johns	100.00%	100.00% World Wide
12503	The Hampster Dance Song		DeBoer / Grace / Miller	66.67%	66.67% SMP controls only in US, Canada, Central America and Mexico
903	The Heart Is A Lonely Hunter	Reba	Williams / Sanders / Hill	33.33%	33.33% World wide
724	The Loneliness	Babyface	Edmonds	100.00%	100.00% World Wide
64120	The Long And Winding Road	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00% World Wide
597846	The Love Of Richard Nixon'	Manic Street Preachers	Bradfield, James Dean /Jones, Nicholas / Moo 100.00%		100.00% World Wide
136210	The Mexican 2002 (English)	Thalia	Rooney/Barnes/Olivier/ Shacklock	60.00%	60.00% World Wide
136228	The Mexican 2002 (Spanish)	Thalia	Rooney/Barnes/Olivier/ Shacklock/Miranda	40.00%	40.00% World Wide
133608	The Music's No Good Without You	Cher	Thomas / Taylor / Cher / Barry	80.00%	80.00% Worldwide

SCHEDULE A

Song	Title	Artist	Writer(s)	Ownership	U.S. %	Territory
92521	The Nanny Theme		Hamptos Calloway	100.00%	100.00%	Worldwide
554459	The Nigga You Love To Hate	Ice Cube	Arrington/Parker/Carter/Hankerson/Sadler/Spradley/Clinton/Shider/Ice Cube	45.00%	45.00%	World Wide
84010	The Night Before	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
137825	The Only Thing That Looks Good On Me Is You	Bryan Adams	Adams/Lange	50.00%	50.00%	World Wide
101403	The Robots	Kraftwerk	Hutter, Schneider, Bartos	83.33%	83.33%	Worldwide
51531	The Secret Of Life	Faith Hill	Peters	100.00%	100.00%	Worldwide
128438	The Sentinel	Theme	Cooper / Mariotte	50.00%	50.00%	Worldwide
125843	The Urban Theme	Muaze	Menard/Ragin	50.00%	50.00%	Worldwide
631734	The Way I Feel About You	Lyfe	Jenkins	100.00%	100.00%	World Wide
549464	The World Needs a Drink		Beathard / Church	100.00%	100.00%	Worldwide
197619	Theme - Eastenders		May	100.00%	100.00%	World Wide
113739	Theme - Fraggles		Balsam	100.00%	100.00%	World Wide
288010	Theme - King of Queens		Goldsmith Joshua/Gross Andrew/Yuspa Catha	100.00%	100.00%	World Wide
149628	Theme - Moonlighting		Holdridge	100.00%	100.00%	World Wide
109770	Then The Morning Comes	Smashmouth	Camp / Barry	25.00%	25.00%	Worldwide
123774	There She Goes	Babyface	Edmonds/Hugo/Williams	33.34%	33.34%	World Wide
338368	These Days	Rascal Flatts	Robson, Steele, Wells	33.34%	33.34%	Worldwide
157420	They Don't Know	Jon B	Buck/Kelly/Robinson	33.33%	33.33%	World Wide
99451	Thief	Our Lady Peace	Maida/Lenni	5000.00%	50.00%	Worldwide
127192	Think It's A Game	Jay-Z	Carter/ Easley/Grant/Parker/ Patrick/Ties	35.00%	35.00%	Worldwide
67558	Think Of You	Usher	Jeffrey/Combs/Thompson/Evans/Jones	50.00%	50.00%	World Wide
78418	Thinkin' About You	Trisha Yearwood	Regan / Shapiro	33.75%	33.75%	Worldwide
130152	Third Rock From The Sun	Joe Diffie	Martin / Greenbaum / Whipple	25.00%	25.00%	Worldwide
516238	This I Swear	Nick Lachey	Eriksen/Reid	50.00%	50.00%	WW
252838	This Life Forever	Jay-Z feat Missy Elliot	Shawn Carter/Yvonne Covay/William Jackson	23.13%	23.13%	World Wide
131183	Three Wooden Crosses	Randy Travis	Williams/Johnson	50.00%	50.00%	World Wide
499939	Through The Rain	Mariah Carey	Carey/Cole	100.00%	100.00%	World Wide
90484	Thunderbirds	Theme	B. Gray	100.00%	100.00%	World Wide
554672	Thunderbirds Are Go	Busted	T. Fletcher/J.Bourne/B. Gray, M. Sargent/C. Simpson	25% Sony	25.00%	World Wide
84048	Ticket To Ride	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
113007	Til You Do Me Right	After 7	Edmons/Edmons/Edmons	75.00%	75.00%	World Wide
17848	Time After Time	Cyndi Lauper	Lauper/Hyman	50.00%	50.00%	World Wide
540175	Together	Avril Lavigne	Kreviazuk/Lavigne	50.00%	50.00%	World Wide
500266	Tom Jones International	Tom Jones	Jean, Jones, Duplessis	37.50%	37.50%	World Wide
60680	Tomorrow	Silverchair	Johns / Giles	100.00%	100.00%	Worldwide
84050	Tomorrow Never Knows	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
78102	Tonite	Snoop Dogg	Durham/Blake	30.00%	30.00%	World Wide
117068	Tougher Than Nails	Joe Diffie	Marvel/O'Donnell/Barnes	33.34%	33.34%	World Wide
101406	Tour De France	Kraftwerk	Hutter/Shult/Bartos	83.34%	83.34%	US
131860	Toxicity Tragedy	System of a Down Marc Anthony	Malakian, Tankian, Odadjuan, Dolmayan Rooney/Thomas	100.00% 50.00%	100.00% 50.00%	World Wide World wide
101422	Trans Europe Express		Schult/Hutter	100.00%	100.00%	World wide
80439	Transformers Theme	n/a	Kinder/Bryant	100.00%	100.00%	World Wide
131260	Tribute To A Woman	Ginuwine	Oliver / Lumpkin	50.00%	50.00%	Worldwide
555853	Triple Trouble	Beastie Boys	Diamond, Michael Louis; Edwards, Bernard; Horowitz, Adam; Rodgers, Nile Gregory; Yauch, Adam Nathaniel	25.00%	25.00%	Worldwide
5414	Trouble	Elvis Presley; Travis Tritt	Chesnut	100.00%	100.00%	World Wide
37836	True Colors	Cyndi Lauper	Steinberg / Kelly	100.00%	100.00%	Worldwide
526491	Try	Nelly Furtado	West/Furtado	40.00%	40.00%	World Wide
332852	Trying to Find Atlantis	Jamie O'Neal	Waters/Turner	100.00%	100.00%	World Wide
593999	Tu Amor Me Hace Bien	Marc Anthony	Estefano	100.00%	100.00%	World Wide
156474	Tu Carcel	Enanitos Verdes	Solis	100.00%	100.00%	World Wide
330077	Tu Y Yo	Thalia	Salgado/Reyes	100.00%	100.00%	World Wide
429051	Turn It Up	Josh Gracin	James/McHugh	50.00%	50.00%	World Wide
81952	Tutti-Frutti	Little Richard	Penniman	100% Sony/ATV Songs	100.00%	World Wide
35283	Twilight Zone	Golden Earring	Kooymans	100.00%	100.00%	World Wide
84129	Two Of Us	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00%	World Wide
133945	Two Wrongs	Wyclef	Jean/Duplessis	75.00%	75.00%	World Wide
634958	U Already Know	112	Garrett/Edwards/Twelve/Ivers/Parker	50.00%	50.00%	World Wide
506457	U Wanna Be Me	Nas	Jones / Thompson	20.00%	20.00%	WW
593620	Unreachable	Ashley Simpson	Simpson, Mann, Fox, Nevil, Frazier	20.00%	20.00%	World Wide
	Up, Up And Away	5th Dimension	Webb	Sony/Lastrada 48.25%	48.25%	World Wide
53827	Upside Down	X3	Edwards / Rodgers	50% Sony/ATV Songs LLC	50.00%	Worldwide
593994	Valio la Pena	Marc Anthony	Estefano/Anthony	100.00%	100.00%	World Wide
117146	Video	India Arie	Broady/Hargis/Sanders/Simpson	60.00%	60.00%	World Wide
	Vindicated	Dashboard Confessional	Christopher Carraba	16.67%	16.67%	World Wide
134126	Viviendo	Marc Anthony	Anthony/Osorio/Villamizar	15.00%	15.00%	World Wide
593987	Volando Entre Tus Brazos	Marc Anthony	Estefano/Reyes	100.00%	100.00%	World Wide
	Walk Away	Kelly Clarkson	Kreviazuk/Maida/Dioguardi/Clarkson	30.00%	30.00%	World Wide
111068	Walk Like A Man	Tim McGraw	Douglas	100.00%	100.00%	World wide
97019	Walk Tall	John Mellencamp	Mellencamp	100.00%	100.00%	World wide
24	Water Runs Dry	Boyz II Men	Edmonds	100.00%	100.00%	
4139	Way Of Life	Lil Wayne	Quaites/Williams/Fresh/Carter	12.50%	12.50%	World Wide
53829	We Are Family	Sister Sledge	Rodgers/Edwards	50.00%	50.00%	World Wide
603437	We Are Nowhere And It's Now	Bright Eyes	Oberst	100.00%	100.00%	World Wide
227734	We Be Clubbin'	Ice Cube	Cousin/Jackson	50%	50.00%	World Wide
619755	We Belong Together	Mariah Carey	Soul / Johnson / Bristol / Edmonds / Carey / Dupri /	13%	12.81%	World Wide
84052	We Can Work It Out	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide

SCHEDULE A

[illegible]	Title	[illegible]	Writer	[illegible]	[illegible]	[illegible]
545118	We Carry On	Tim McGraw	Douglas, Slater	50.00%	50.00%	World Wide
93883	We Don't Talk Anymore	Cliff Richard	A. Tarney	100.00%	100.00%	World Wide
117684	Weapon of Choice	Fatboy Slim	Slater / Cook / Collins	33.33%	33.33%	Worldwide
8911	Welcome To My World	Jim Reaves; Eddy Arnold	Winkler/Hathcock	50.00%	50.00%	World Wide
38326	We'll Burn That Bridge	Brooks & Dunn	Cook/Dunn	100.00%	100.00%	World Wide
88589	We're Not Making Love No More	Dru Hill	Edmonds	87.50%	87.50%	World Wide
298058	West End Girls	Pet Shop Boys	Tennant/Lowe	100.00%	100.00%	World Wide
251170	What About Love?	Heart	Allen/Alton/Vallance	66.00%	66.00%	World Wide
274085	What Do I Have To Do	Kylie Minogue	Stock/Aitken/Waterman	33.34%	33.34%	World Wide
298083	What Have I Done To Deserve This	Pet Shop Boys	LOWE CHRISTOPHER SEAN, TENNANT NEIL FRANCIS, WILUS ALTA SHERRAL	66.67%	66.67%	World Wide
124718	What If	Babyface	Edmonds	100.00%	100.00%	World Wide
127058	What If She's An Angel	Tommy Shane Steiner	Wayne B.	100.00%	100.00%	Worldwide
507909	What Is Love	Vivian Green	Green/Osuntade/Sample/Robertson	33.33%	33.33%	World Wide
599879	What Is It	EA Ski featuring Frontline	Shon Adams/Davood Asgari/Ameer Loggins/Mark Ogleton	75.00%	75.00%	World wide
137755	What It Ain't	Josh Turner	Mensy/Criswell	100.00%	100.00%	World Wide
593838	What I've Become	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100.00%	100.00%	WW
131969	What The World Needs	Wynonna	James/Lamar	50.00%	50.00%	World Wide
133938	What Was I Thinkin'	Dierks Bently	Bently/Beavers/Rutlan	100.00%	100.00%	World Wide
525027	Whatever Happened To the Heros	Joss Stone	Billy Mann/ A. Moore/ Chris Rojas	35.00%	35.00%	World Wide
449039	Wheel Of Fortune Theme	n/a	Griffin	100.00%	100.00%	World Wide
517875	Wheels	Josh Gracin	Wilhelm/James	100.00%	100.00%	World Wide
43743	When Can I See You Again	Babyface	Edmonds	100.00%	100.00%	World Wide
543497	When I Think About Cheatin'	Gretchen Wilson	Wilson/McGhee/Rich	33.34%	33.34%	World Wide
84056	When I'm 64	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
131816	When The Sun Goes Down	Kenny Chesney	James	100.00%	100.00%	World Wide
111528	When You Say You Love Me	Josh Groban	Scofield/Hammond	50.00%	50.00%	World Wide
	Where Is Your Heart	Kelly Clarkson	Kreviazuk/Clarkson/Dioguardi	50.00%	50.00%	World Wide
106767	Where You Are	Jessica Simpson	Walters/Biancaniello/ Stamatopoulou/Lachey	90.00%	90.00%	World wide
104089	While You Loved Me	Rascal Flatts	Kim Williams / Dale Dodson / Danny Wells	66.66%	66.66%	Worldwide
25424	Whip Appeal	Babyface	Edmonds/Reid	63.14%	63.14%	World Wide
524190	Whiskey Girl	Toby Keith	Emerick/Keith	50.00%	50.00%	World Wide
117436	Whiskey Lullabye	Brad Paisley and friends	Anderson/Randall	50.00%	50.00%	World Wide
46881	Whiskey Under The Bridge	Brooks & Dunn	Brooks/Dunn/Cook	100.00%	100.00%	World Wide
549178	Who Knows	Avril Lavigne	Kreviazuk/Lavigne	50.00%	50.00%	World Wide
517483	Why Can't I?	Liz Phair	Phair/Edwards/Spock/Christy	25.00%	25.00%	World Wide
103083	Why Does It Always Rain On Me	Travis	F. Healy	100.00%	100.00%	World Wide
84057	Why Don't We Do It In The Road	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
127600	Why Georgia	John Mayer	John Mayer	100.00%	100.00%	World wide
537895	Why?	Ricky Fante	Deutsch/Fante/Harris/Kais	35.00%	35.00%	Worldwide
113576	Wild	Poe	Danielewski Annie	58.00%	100.00%	World Wide
79560	Wink	Neal McCoy	Diplero / Shapiro	50.00%	50.00%	WW
94364	Wired For Sound	Cliff Richard	Tarney/Robertson	50.00%	50.00%	World Wide
	Writing to Reach You	travis	Healy	100.00%	100.00%	World Wide
509389	Witch Doctor	Alvin & The Chipmunks		33.33%	33.33%	US & Canada
84059	With A Little Help From My Friends	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
300604	With Me	Lonestar	James/Verges	50.00%	50.00%	World Wide
518060	With You	Jessica Simpson	Mann/Marvel/Simpson	38.00%	38.00%	World Wide
84782	Within You, Without You	Beatles	Harrison	100.00%	100.00%	Worldwide
112996	Wonderwall	Oasis	Gallagher	100.00%	100.00%	World Wide
552318	Won't Be Lonely Long	Leann Rimes	Peirce/Pinson	50.00%	50.00%	World Wide
84060	Word	Beatles	Lennon / Mccartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
526793	World on Fire	Sarah McLachlan	McLachlan/Marchland	25%	25.00%	Worldwide
204743	Wrong Side Of Da Tracks	Artifacts	Anadon/Brown/Ray/Williams	50.00%	50.00%	World Wide
447370	Xlacey Jones	Dru Hill	Quaites/Pearson/Ruffin/Woodard/Weatherspoon	30.00%	30.00%	World Wide
443068	XXL	Keith Anderson	DiPiero, Anderson	50.00%	50.00%	World Wide
540198	Y Que Va A Ser De Mi	Victoria	Roberto Livi, Rudy Perez	50.00%	50.00%	World Wide
507584	Y Todo Queda en Nada	Ricky Martin	Estefano/Reyes	100.00%	100.00%	Universe
271836	Y Yo Sigo Aqui	Paulina Rubio	Salgado	100.00%	100.00%	World Wide
5997	YAKETY SAX (THE BENNY HILL SHOW)	BOOTS RANDOLPH	Randolph, Rich	100.00%	100%	Worldwide excluding UK, Ireland, France, Germany, Australasia, Netherlands, Belgium, S. Africa, Brazil
84062	Yellow Submarine	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
84065	Yesterday	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
26742	You	Ten Sharp	Hermes, Niels/Groen, Tom	100.00%	100.00%	World Wide
39637	You Ain't Seen Noghin' Yet	BTO	Randy Bachman	100.00%	100.00%	World Wide
136124	You Are Everything	Dru Hill	Cousin/Andrews	50.00%	50.00%	World Wide
447760	You Can't Get What You Want	Joe Jackson	Joe Jackson	100.00%	100.00%	World Wide
138355	You Can't Take The Honky Tonk Out Of The Girl	Brooks & Dunn	Diplero/Almand	50.00%	50.00%	World Wide
450408	You Got It	Roy Orbison	Petty/Lynn/Orbison	25.00%	25.00%	World Wide
168450	You Gots to Chill	EPMD	Sermon Erick S; Smith Parrish Joseff; Troutman Roger	31.25%	31.25%	World Wide
29474	You Know That I Love You	Donnell Jones	Hawkins/Smith/Absolam	33.34%	33.34%	World Wide
130	You Never Give Me Your Money	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00%	World Wide
420699	You Really Got Me	The Kinks	Ray Davies	100.00%	100.00%	US, Canada, & Mexico
99866	You Sang To Me	Marc Anthony	Cory Rooney, Marc Anthony	100.00%	100%	Worldwide
507306	You Thought Wrong	Kelly Clarkson	Clarkson/Edmonds/Mason/Thomas/Tamyra	20.00%	20%	World Wide
157143	You Used To Love Me	Faith Evans	Combs/Evans/Thompson	40.00%	40%	Worldwide
195195	You Won't Ever Be Lonely	Andy Griggs	Griggs, Jones	50.00%	50%	Worldwide
127603	Your Body Is A Wonderland	John Mayer	Mayer	100.00%	100%	World wide

SCHEDULE A

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
450541	Your Cheatin Heart	Hank Williams	Hank Williams	100.00%	100.00% World Wide
84069	Your Mother Should Know	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
548033	Your Pops Don't Like Me	Nick Cannon	Troutman, Smith, Simon, Jackson, Cannon, Barrett, Telusma, Battiste, Campbell, Hutchinson	48.12%	48.12% World Wide

Schedule B
"Approved Sublicensees"

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