Before the
COPYRIGHT ROYALTY JUDGES
LIBRARY OF CONGRESS
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 XI

Filed on April 10, 2007

EXHIBIT CO 0536

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 24, 2005 Agreement

BLANKET RINGTONE LICENSE AGREEMENT

This ringtone license agreement (the "Agreement") is made and entered into as of September 24, 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@latin.sonymusic.com.

2. <u>COMPANY OBLIGATIONS</u>

(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 an 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 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 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; (iii) Company and each Approved Sublicensee shall

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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.

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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.

(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

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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, 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.

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(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

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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

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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 Kan

Title: VP, DR

Date: 1/31/06

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SCHEDULE A

631755	28 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
127606	83	John Mayer	Mayer	100%	100.00% World Wide
112998	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
56927	(Lying Here With) Linda On My Minc	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
599073	1000 Good Intentions	Rise Against	Principe/McIlrath/Barnes/Wicklinski	75.00%	75.00% World Wide
75051	4,3,2,1	LL Cool J	Smith/Redmon/Sermon/ Method Man/Cannibus	15.00%	15.00% World Wide
30005	50,000 Names	George Jones	O'Hara	100.00%	100.00% Worldwide
127338	8 Days of Christmas	Destiny's Child	Knowles / McCaila	50%	50.00% Worldwide
110756	9PM	Atb	Tannenberger/Ferreronis/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
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
293948	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
563985	Ahora Quien	Marc Anthony	Estefano/Reyes	100.00%	100.00% Worldwide
35300	Ain't Goin' Down Til The Sun Comes Up	Garth Brooks	Williams/Brooks/Ellizy	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/Broaddus/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
597562	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	Fredeaksen/Shepherd	100.00%	100% World Wide
547537	All Falls Down	Kanye 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
606781	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
220006	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
82600	Always Never The Same	George Strait	McDride/Green	50.00%	50.00% Worldwide
50638	Always You	Sophie Zelmani	Zelmani/Haiapi/Starkie	100.00%	100.00% World wide
124398	AM TO PM (Spanish Version)	Christina Milian	Milian/ Kurlsson/ Winnberg / Lopez	16.67%	16.67% Worldwide
593899	Amar Sin Montiras	Marc Anthony	Estefano/Anthony	100.00%	100.00% World Wide
113587	Amazed	Poe	Danielowski 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, 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/Gylvers/Smith	66.67%	66.67% World Wide
87832	Angel	Sarah McLauchlan	S McLauchlan	100.00%	100.00% World Excluding Canada
61532	Angels 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	Morberak/Ochoa	100.00%	100.00% World Wide
78141	Anymore	Travis Tritt	Tritt/Colucci	50.00%	50.00% World Wide
106785	Anytime	Kelly Clarkson	Watters/Blanconiello	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

SCHEDULE A

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
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
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
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	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% Wodd 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
81938	Bama Lama Bama Loo	Little Richard	Penniman	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/Sawey	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
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
180620	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
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
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
806538	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, Schitz	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
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/Tucker/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/Mitsuwarina, Audius	100.00%	100.00% World Wide
318523	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
32899	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/Alexeieff	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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SCHEDULE A

Song Title		Artist	Writer	% Collected	US or 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	Linda 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
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	Quailes/Mosley/Howard	50.00%	50.00% World Wide
155408	California Love (remix)	Dr. Dre and Roger Troutman	Troutman/Troutman/Durham/Cunningham/Hudson/ Hooks	65.00%	65.00% World Wide
61898	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
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
610519	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/Phillips	33.34%	33.34% World Wide
38093	Chains Of Love	Erasure	Bell/Del/Martin	100.00%	100.00% World wide
107650	Change Of Heart	Theme	Buie / 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/Leibrand	20.00%	20.00% Worldwide
127184	Cheatin' On Me	50 Cent	Barnes/Olivier/Jackson/ Burruss/ Gates	33.34%	33.34% World wide
602872	Cheeky Song	Cheeky Girls	Kirtley/Semal/Hawes	83.00%	830.00% World Ex. Portugal, UK, Spain
600545	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%
155696	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
315443	Chipmunk Song	Alvin & The Chipmunks		100.00%	100.00% World X Europe
119402	Chocoolat - Vianne Sets Up Shop	Theme (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
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
66061	Cigarettes and Alcohol	Oasis	Noel Gallagher	100.00%	100.00% Worldwide
40519	Clair		O'Sullivan	100.00%	100.00% Worldwide
510513	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
78208	Cleopatra, Queen of Denial	Pam Tillis	Tillis/Diplero/Duckingham	66.67%	66.67% World Wide
125911	Clint Eastwood	Gorillaz	Malkmanis/Ric/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
599074	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
131578	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	Hueller / Schneider-Esleben / Schult / Bartos	75.00%	75.00% Worldwide
113581	Control	Poe	Danielewski Amie	60.00%	100.00% World Wide
54563	C-O-U-N-T-R-Y	Joe Diffie	Herbin, 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
893	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
031753	Cry	Lyte	Jennings	100.00%	100.00% World Wide
342937	Cry Baby	Janis Joplin	Berns/ Meade	16.67%	16.67% USA
450384	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/Farian	100.00%	100.00% Worldwide
422700	Damien	DMX	Blackmon/Simmons/Smalls	50.00%	50.00% Worldwide
505034	Damn	Fabolous	Edwards, Rodgers, Jackson, Barnes, Olver	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/Nawara/ Selph/Martin	100.00%	100.00% World Wide

SCHEDULE A

Song ID	Title	Artist	Writer(s)	US % Collected	US % Territory (WW World Wide) Licensed
188507	Dangerously In Love	Beyonce	Knowles/McCalla	50.00%	50.00% World Wide
237409	Das Modell	Kraftwerk	Schutt/Flueter/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
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 Orcja de Van Gogh	Montero/Benegas/Fernandez/Fuentes	100.00%	100.00% World Wide
550816	Diamond In The Back	Ludacris	DeVaughn/Bridges/Houston/ Beauregard	45.46%	45.46% World Wide
299202	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/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
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
525068	Don't Rock the Jukebox	Alan Jackson	Jackson/Murrah/Slegal	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/Trillard/ 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/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/Dearthard	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
518039	Drugs or Jesus	Tim McGraw	James, Lindsey, Vergee, Mayo	25.00%	25.00% World Wide
340303	Drunk by myself	Nas	Jones /Barnes/Olivier/West	50.00%	50.00% World Wide
108388	Dusie	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
26562	Emotions	Mariah Carey	Carey/Cavilles/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
284650	Entre Tus Brazos	Alejandro Fernandez	Fernandez/Estrada	100.00%	100.00% World Wide
593586	Escapemous	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
586181	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/Nestor/Smith	pending	pending
521660	Everybody Hates Me	Tim McGraw	Beathard, Hill	50.00%	50.00% World Wide

SCHEDULE A

Song ID	Title	Artist	Writer	US % Collected	US % Territory (WW=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
243884	Ex-Factor	Lauryn Hill	Hill, Hamdish, 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
617476	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
550642	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
333016	Fatty Girl	Coolio	Barnes/Olivier/Smith/Williams/Murray/Bridges	82.50%	82.50% 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
510740	Fight Test	Flaming Lips	Stevens/Coyne/Fridmann/ Mins/Drozd	75.00%	75.00% World Wide
537379	First Day of My Life	Rasmus	Yloenen/Rahtasalmi/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 / Mogrier / Remi / Marie	25.50%	25.50% World Wide
57481	Fumblin Toward Ecstasy	Sarah McLachlan	McLachlan/Merchland	100.00%	100.00% World Wide
527400	Funeral Song	Rasmus	Yloenen/Rahtasalmi/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, Duprl, 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, Doulhit, 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/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
447609	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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SCHEDULE A

Song Title	Artist	Writers	US % Collected	US % Terrtory (WW-World Wide)
625336 Go	Common feat. John Mayer	Mayer/Lynn/Lewis/West	20.00%	20.00% World Wide
522809 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. 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% Wodd 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
809979 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	Ylonen/Rantasalmi/Heinonen/Hakala	100.00%	100.00% World Wide
523034 Ha Ha	Tamyra Gray	Watters/Diancanielto/ 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	Matheweman, 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 (Cry 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 Headspring	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 Kaye	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	Caimon feat Freeaky Zeeky	C.Giles,E.Jiles, V.Babb,F.Visosky, L.Troutman, R.Troutman	33.34%	33.34% World Wide
290306 Hey Lover	LL Cool J	Smith/Temperton	25.00%	25.00% World Wide
110011 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
96050 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
86462 Hold It Now, Hit It	Beastie Boys	Horowitz/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
133099 Home and Dry	Pet Shop Boys	Tennant/Lowe	100%	100% World wide

SCHEDULE A

Song ID	Title	Artist	Writer(s)	US % Collected	% US % Territory (World Wide) Licensed
447088	Home Town	Joe Jackson	Joe Jackson	100%	100% World Wrd
537502	Homewrecker	Gretchen Wilson	Wilson/Terpin/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
451658	Hot Mama	Trace Adkins	Shapiro/Beathard	100.00%	100.00% World Wide
84936	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
133092	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/Angelette	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	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)	Grey/Walters/Blancaniello)	33.34%	33.34% World Wide
631741	I Can't	Lyte	Jennings	100.00%	100.00% World Wide
195809	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
289291	I Can't Take It No More Remix	3LW	Barnes/Oliver/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
51075	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	Levos/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
77093	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	Hermeth, Andreas Bang - Larsen, Engelina - Pansberg, -Michael - Stavnstrup, Jakob	89.33%	89.33% World Wide
110056	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/Edmonds/Talbert/Lighty/Hugger/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 ,Walters, Samuel J.	50.00%	50.00% World Wide
111080	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
304058	I Want To With You	Leann Rimes	Shapiro/Rutherford	50.00%	50.00% World Wide
190018	I Want You	LL Cool J	Rubin / Smith	87.50%	87.50% World Wide
510023	I Want You	Thalia feat. Fat Joe	Rooney/Bruno/Cartagena/ Russell	20.00%	20.00% World Wide

SCHEDULE A

Song #	Title	Artist	Writer	US % Collected	US % Territory (WW-World Wide)
53751	I Want Your Love	Chic	Edwards / Rodgers	50% Sony/ATV Songs LLC	50.00% Worldwide
83098	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
448309	I.E.A.I.A.I.O.	System of a Down	Malakian, Tankian, Odadjian, Dolmayan, Phillips, Larson, Pinster	85.50%	85.50% World Wide
	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	25.84%	25.84% 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
527462	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
99408					
	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
106625	If You're Gonna Play In Texas	Alabama	Ketum/Mitchell	12.50%	12.50% World Wide
505037	If You're Not The One	Daniel Bedingfield	Daniel Bedingfield	100.00%	100.00% World Wide
183668	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	Dushee/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					
77985	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
130265	I'm Gonna Be Alright	Jennifer Lopez	Lopez/Rooney/Oliver/Cockl 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					
		Anastacia	Anastacia, Sam Watters, Louis Biancaniello	42.50%	42.50%
106757	I'm Outta Love				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
	I'm That Type of Guy	LL Cool J	Ettinger/Simon/Smith	25.00%	25.00% World Wide
78005					
	I'm Your Baby Tonight	Whitney Houston	L.A. Reid, Babyface	62.50%	62.50% World Wide
27848					
	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 Mannny Fresh	Lennon John/Mc Cartney Paul	100.00%	100.00% World Wide
527412	In My Life	The Rasmus	Yloenen,Lauri/Heinonen,Eero/Rantasal	100.00%	100.00% World Wide
269714	In My Lifetime	Jay-Z	Romeo/Burks/Brownc/Carter	48.00%	48.00% World Wide
106531	In The Ghetto	Presley, EMs	M Davis	75.00%	75.00% World Wide
527402	In the Shadows	Rasmus	Yloenen/Rantasalmi/Heinonen/Hakala	100.00%	100.00% World Wide
36345	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
131872	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/ Olivier,Jean Claude / Knowles,Beyonce	100.00%	100.00% Worldwide
448636	Indian Outlaw	Tim McGraw	Loudermilk / Simmons / Barnes	33.34%	33.34% World Wide

SCHEDULE A

Song	Title	Artist	Writer(s)	US % Collected	US % Territory (WW World Wide) Licensed Licensed
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
	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	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%	76.00% WW
	I've Just Seen A Face	Beatles	Lennon / Mccartney	66.67% Sony, 33.33% EMI	100.00% World Wide
83993					
167953	Jacking 4 Beats	Ice Cube	Baker/Barbata/Ice Cube/Jones/Kaytan/Nichol/Pons	9.38%	9.37% World Wide
450481	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
81042	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
116727	Jezebel	Chely Wright	Hummon / Demarcus	50.00%	50.00% Worldwide
	Jigga That Nigga	Jay-Z	Carter / Olivier / Barnes	33.34%	33.34% Worldwide
126843					
78011	Jingling Baby	LL Cool J	Smith/Coffey/Simon	40.31%	40.31% World Wide
105774	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
03997	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	JUSQUA 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 Wolde
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
130100	Just To See You Smile	Tim McGraw	Nesler / Manin	37.50%	37.50% Worldwide
161778	Kaleidoscope Skies	Jars & 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, Sneed, Anderson	25.00%	25.00% World Wide
52750					
107900	Keep Ya Head Up	2 Pac	Troutman/Shakur/Anderson	31.25%	31.25% World Wide
100165	Keepin' Up	Alabama	R. Fowler/T. Genity/R. Owen/R. Rogers	100.00%	100.00% World Wide
628873	Keg In The Closet	Kenny Chesney	Chesney/James/Onaly	100.00%	100.00% World Wide
50631	Kentucky Woman	Neil Diamond	Neil Diamond	100.00%	100.00% World Wide
330838	Ketchup Song	Las Ketchup	Ruiz/Benito	100.00%	100.00% Word Wide
109219	Key Largo	Bertie Higgins	Higgins E Elbert Joseph/Limbo Sonny	75.00%	75.00% World Wide
536123	Key Lime Pie	Kenny Chesney	Cheaney, 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
158508	Kissing You	Des'ree	Weeks/Attack	50.00%	50.00% World Wide
	Knock Three Times	Tony Orlando & Dawn	Brown/Levine	Sony/Lastrade 55%	55% World Wide
333910	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	Francisc Manuel Ruiz Comez	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
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
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
31066	Landslide	Dixie Chicks	Stevie Nicks	100.00%	100.00% World Wide
59489	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
524335	Learn Chinese	Jin feat. Wyclef Jean	Jean/Brown/Duplessis/Auyueng	10.00%	10.00% World Wide
749300	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
608005	Let's Be Us Again	Lonestar	McDonald/James/Derry	33.34%	33.34% World Wide
831787	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
80282	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

SCHEDULE A

Song #/Title	Artist	Writers	US % Collected	US % Territory (WW-World Wide)
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/Domarlewski/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
614884 Long As You Come Home	Brooke Valentine	Randolph / Spencer / Smith / Mitsap / 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	Jenkins/Garrett/Knowles/Rowland,M. Williams/Jerkins III/ Daniels, Carte	24.16	24.16% World Wide
109034 Losing Lisa	Ben Folds	Ben Folds, Fruity 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/Fante/Harris/Kotz	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
131640 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 / Wills	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
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
Magical Mystery Tour	Beatles	Lennon, John W. McCartney, Paul	66.67% Sony, 33.33% EMI	100.00% World Wide
84005				
108570 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
517622 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
265759				
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/Perazza/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
84006 Martha My Dear	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
653385 Mass Destruction	Faithless	Fraser / Bentowim / Armstrong / Nu	26.67%	26.67% World Wide
84121 Maxwell's Silver Hammer	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00% World Wide
108437 Maybe I'm Amazed		McCartney	64.167% Sony, 35.833 EMI	100.00% World Wide
505811 Maybe This Christmas		Seersmith	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 Moving 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
78119 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/Elofson	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

JT/TE

SCHEDULE A

Song ID	Title	Artist	Writer(s)	US % Collected	US % Territory (WW-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
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
113833	Move Somethin'	LL Cool J	James Smith/Johnson	pending	pending
244779	Movin Melodies	ATB	Tanneberger	100.00%	100.00% World Wide
827752	Movin On Without You	Utada Hikaru	Hikaru	100.00%	100.00% World Wide
229003	Moving Pictures	Fall Out Boy	Peter Wentz, Patrick Stumph, Joseph Trohman	100.00%	100.00% World Wide
451662	Mr. Big (Man)	The Kinks	Ray Davies	100.00%	100.00% USA and Canada Only
111898	Mr. Mom	Lonestar	Harbin/Ron/McDonald/Plimmer/Don	33.34%	33.34% World Wide
631699	Murder Was The Case	Snoop Dogg	Young/Trowick/Griffin/Boradus/Arnaud	37.50%	37.50% World Wide
208896	Must Be Nice	Lyfe Jennings	Jennings	100.00%	100.00% World Wide
103251	My All	Mariah Carey	Carey/Afanasieff	50.00%	50.00% World Wide
540975	My Baby You	Marc Anthony	Afanasieff, Walter N., Muniz, Mark A.	100.00%	100.00% World Wide
304001	My Buddy	G-Unit	Brown/Jackson/Lloude/Morricone/Ausar	16.67%	16.67% Worldwide
106898	My Give A Damn Is Busted	Jo Dee Messina	Diffie/Shapiro/Martin	58.34%	58.34% World Wide
631765	My Heart Is Lost In You	Brooks & Dunn	Beavers/Harrington	50.00%	50.00% World Wide
157243	My Life	Lyfe	Jennings	100.00%	100.00% World Wide
85602	My Life	Mary J. Blige	Ayers/Blige/Combs/Delvalle/Thompson	6.25%	6.25% World Wide
22100	My Love Is Your Love	Whitney Houston	Jean Nel Wyclef/Dimlessis	75.00%	75.00% World Wide
28325	My My My	ARMAND VAN HELDEN	Edmunds, Simmons	65.62%	65.62% WW
125569	My Next Broken Heart	Brooks & Dunn	Cook/Dunn/Brooks	100.00%	100.00% World Wide
537908	My Oedipus Complex	Kid Rock	Peters/ Ritchie	5.00%	5.00% World Wide
593903	My Song	Ricky Fante	Deutsch/Fante/Harris/Kats	60.00%	60.00% Worldwide
540400	Nada Personal	Marc Anthony	Estefano/Anthony/Reyes	100.00%	100.00% World Wide
118500	Nas Angels...The Flyest	Nas	Jones/Williams/Hugo	16.66%	16.66% World Wide
315514	Nasty Girl	Destiny's Child	Knowles/ Dent / Brassl / Hackett	30.00%	30.00% Worldwide
28523	Needles	System of a Down	Malakian, Tankian, Odadjian, Dolmayan	100.00%	100.00% Worldwide
116608	Neon Moon	Brooks & Dunn	Dunn	100.00%	100.00% World Wide
76464	Never Gonna Give You Up	Rick Astley	Stock/Aitken/Waterman	33.34%	33.34% World wide
84222	Never Gonna Let You Go	Faith Evans	Edmonds/Thomas	40.00%	40.00% Worldwide
102500	New York City	John Lennon	Lennon	100.00%	100.00% Worldwide
100683	New York Groove	Ace Frehley	Ballard	100.00%	100.00% Worldwide
422701	Niggas Ain't S**t	Trina/Dr. Dre	Young/Curry/Wolfe/Taylor/ Beasley/Broadus	18.75%	18.75% World Wide
291152	Niggaz Done Started Something	DMX	Blackman/Betha/Styles/Simmons/Jacobs/Phillips	50.00%	50.00% World Wide
597292	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
512289	No Me Quiero Enamorar	Kalimba	Domm, Oceransky, Bernal	50.00%	50.00% World Wide
38633	No Me Tortures	Daniel Rene	Piloto/Danny Lopez	35.00%	35.00% Worldwide
78525	No More Mr. Nice Guy	Alice Cooper	Cooper/Bruce	100.00%	100.00% World Wide
77827	No One Else In The Room	Nas		SPLITS PENDING	
84013	No One Else On Earth	Wynonna	Colucci / Harris / Lorber	41.67%	41.67% World Wide
77879	No Place That Far	Sara Evans	Evans/Martin/Shapiro	91.66%	91.66% Worldwide
495972	No Reply	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00% World Wide
127598	No Shelter	Rage Against The Machine	Rocha / Commerford / Moreno / Wilk	100.00%	100.00% Worldwide
296370	No Shoes, No Shirt, No Problems	Kenny Chesney	Beatherd	100.00%	100.00% World Wide
84014	No Such Thing	John Mayer	Mayer/Cook	85.00%	85.00% World Wide
55740	Nobody Ever Died of A Broken Heart	Cowboy Crush	Terry Radigan/Kenny Greenberg/Walker Wilson	33.34%	33.34% World Wide
593841	Norwegian Wood (This Bird Has Flown)	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
84016	Not Gon' Cry	Mary J. Blige	Edmonds	87.50%	87.50% Worldwide
238168	Not On Your Love	Jeff Carson	Martin /Wilson / Martin	20.84%	20.84% Worldwide
519024	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, Of dirty bastard, Jordan, Kirkland, Osborne, DMX	18.50%	18.50% World Wide
651493	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
118997	Ob La Di Ob La Da	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00% World Wide
118758	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
537908	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
	Ojos Así	Shakira	Mebarak/Flores/Garza	66.67%	66.67% World Wide

05/12

SCHEDULE A

Song	Title	Artist	Writer	% Collected	% Territory/WW World Wide/ Licensed
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
593928	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
99449	One Man Army	Our Lady Peace	Meldrum/Lanni	50.00%	50.00% Worldwide
133884	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 18.67%	18.67% WW
	One Night Stand	Mistreq	Mikkel/ SE/ Rustin/ Hermansen/ Dixon/ Washington/ Nash	18.66%	18.66% World Wide
138143	One Nite Stand	Sarah Connor	Duplessis/Wydef/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
599470	Ordinary	Train	Hendrickson, Monahan	12.50%	12.50% World Wide
101174	Other Chicks	Clara	Harris, Spencer, Miles	50.00%	50.00% World Wide
331471	Our House	Crosby, Stills, Nash & Young	G. Nash	100.00%	100.00% World Wide
330810	Outro	Amerie	Mark Rooney, Rich Harrison, Amerie Rogers	40.00%	40.00% World Wide
811213	Outta The Way	The Vines	Nicholls	100.00%	100.00% World X Australia/New Zealand
04019	Paid the Price	Do or Die	Troutman, Troutman, Round, Round, West, Smith	18.75%	37.50% World
504367	Paperback Writer	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
127804	Paradise	LL Cool J	Barnes/Olivier/Smith/Jackson/ Rogers/Burke/Felder/Wright	50.00%	50.00% World Wide
524145	Part II	Method Man & Redman	Edmonds / Wilson / Cermon / Braxton / Noble / Smith	30% Sony/ATV Songs LLC / ECAF Music	30.00% Worldwide
329212	Party To Damascus	Wydef feat. Missy Elliot	Jean/Duplessis/Elliot	60.00%	60.00% World Wide
522305	Pass The Courvosier	Busta Rhymes	Rodgers/Edwards/Muhammed/Tyler/Linzer/Taylor/ Fareed/Smith/Hugo/Woolard/Denny/Lamb/Randal	7.50%	7.50% World Wide
234780	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
336351	Paul Revere	Beastie Boys	Rubin / Horowitz / McDaniels / Simmons	10.00%	10.00% Worldwide
127507	Peace of Mind	Josh Gracin	James/Verges	50.00%	50.00% World Wide
49168	Peaceful World	John Mellencamp	Mellencamp	100.00%	100.00% Worldwide
91454	Pedro Navaja	Ruben Blades	Blades	100.00%	100.00% World Wide
	Penny Lane	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00% World Wide
138090	Perfect	Snoop Dogg	Broadus/Williams/Hugo/Adu/St.John	25.00%	25.00% World Wide
112887	Perfect	Sara Evans	Evans/Martin/Shapiro	100.00%	100.00% World Wide
601899	Perfect Gentleman	Wydef Jean	Jean / Duplessis / Harris	45.00%	45.00% Worldwide
605891	Persuaders	N/A	Barry	100.00%	100.00% World Wide
38295	Peter Pan Overture		Kaczmarek	100.00%	100.00% World Wide
307794	Philosophy	Ben Folds Five	Folds	100.00%	100.00% Worldwide
447592	Piano	Glassjaw	Palumbo/Beck	100.00%	100.00% Worldwide
106713	Pickin' Wildflowers	Keith Anderson	Williams, Rich, Anderson	33.34%	33.34% World Wide
183545	Picture Perfect	Angela Via	Trullinger/Cosgrove/Clark	3333.00%	33.33% Worldwide
145506	Piece Of My Heart	Janis Joplin	Berns/ Ragovoy	18.67%	18.67% World Wide
	Pienso En Ti	Shakira	Melbarak/ 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
116573	Play	J-LO	Cory Rooney A Bagge, A. Bigtsson, C. Milan	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
60878	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'	Silk 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

SCHEDULE A

Song #	Title	Artist	Writer	US % Collected	US % Territ (W/Worldwide) Updated Wed Jun 2
	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					
54541	Pump Pump	Snoop Dogg	Mallik/Broadus/Young	50.00%	50.00% Worldwide
	Pure and Simple	Hear Say	Clarkson / Hawes / Kirtley	33.34%	33.34% Worldwide
534909					
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 Car	Busta Rhymes	Seals/Smith	50.00%	50.00% World Wide
450185	See				
599865	Quarterbacklin	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 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	Schult/Heutler/Schneider	100.00%	100.00% World Wide
523033	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
46419	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
812919	Rich Girl	Gwen Stefani	Krevizzo/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
85067	Rock Around The Clock	Bill Haley	Max C. Freedman/J. Myers	75.00%	75.00% US, Canada, & Mexico
517491	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	Clara	Spencer, Miles, Harris	25.00%	50.00% World
274615	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
595350	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
500746	Run, Run, Run	Ryan Tyler	Powell/Davis/Kayle	33.34%	33.34% World Wide
211945	Salome	Cheyenne	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	Mateeq	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
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
84020	Sergent Pepper's Lonely Hearts Club Band	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
480638	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/Farr/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

SCHEDULE A

Song #	Title	Artist	Writer(s)	US % Collected	US % Territory (WW-World Wide) Licensed	
54338	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
631736	She Got Kids	Lyfe	Jennings	100.00%	100.00%	World Wide
544258	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	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
96453	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
234880	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	Eriksson / Hermansen / Haliger	33.34%	33.34%	Worldwide
102235	Showroom Dummies	Kraftwerk	Huetter	100.00%	100.00%	US
27569	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
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/Levitin	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
113187	So In Love With Two	Mikaila	Engriguez / Erickson /Hermansen /Rustan	30.00%	30.00%	Worldwide
177305	So What	Miles David	Davis	100.00%	100.00%	Worldwide
019517	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
50068	Solitary Man	HIM	Diamond	100.00%	100.00%	World Wide
67537	Solo Es Ti	Enrique Iglesias	Clarke/Iglesias	93.75%	93.75%	Worldwide
99885	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
114846	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/Makda/Taggart	100.00%	100.00%	World Wide
5259	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
51501	Starseed	Our Lady Peace	Makda/Lanni/Eacrett/Lanni	75.00%	75.00%	Worldwide
526296	Stay	Learn Rimes	Petrpe/White	50.00%	50.00%	Worldwide
001556	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
29680	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, Odadjian, Dolmayan	100.00%	100.00%	World Wide

SCHEDULE A

Song #	Title	Artist	Writer	% Collected	% Terrtory/WW/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
106530	Sugar, Sugar	The Archies	Barry/Kirk	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
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/Edewes	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, Barlos,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
114428	Ten Rounds With Jose Cuervo	Tracy Byrd	Beathard/Cannon-Goodman/ Henney	100.00%	100.00% World Wide
100146	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 Shizna	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
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%	84.17% World Wide
105193	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
114884	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
63930	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 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
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
133008	The Music's No Good Without You	Cher	Thomas / Taylor / Cher / Barry	60.00%	60.00% Worldwide
92521	The Nanny Theme		Hampton 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

SCHEDULE A

Song #	Title	Artist	Writer(s)	US % Collected	US % Tantony(W/W World Wide) Licensed
84010	The Night Before	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
137025	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	Conyer / Mariette	50.00%	50.00% Worldwide
125943	The Urban Theme	Muzze	Menard/Ragin	50.00%	50.00% Worldwide
631734	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
197619	Theme - Eastenders		May	100.00%	100.00% World Wide
113739	Theme - Fraggles		Balsam	100.00%	100.00% World Wide
236010	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
338388	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
67559	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
515238	This I Swear	Nick Lachey	Eriksen/Reid	50.00%	50.00% WW
252836	This Life Forever	Jay-Z feat Missy Elliot	Shawn Carter/Yvonne Covey/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
554572	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% Sony/ATV Songs LLC	50.00% World Wide
500258	Tom Jones International	Tom Jones	Jean, Jones, Duplessis	37.50%	37.50% World Wide
80680	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, 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
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
626491	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	Sofia	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
84128	Two Of Us	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00% World Wide
133845	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, 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
34126	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	Quailes/Williams/Fresh/Carter	12.50%	12.50% World Wide

SCHEDULE A

[illegible]	Title	Artist	Writer	US Collection	US % Territory
53829	We Are Family	Sister Sledge	Rodgers/Edwards	50% Sony/ATV Songs LLC	50.00% World Wide
803437	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	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/Alon/Vellance	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/Osunlade/Sample/Robertson	33.33%	33.33% World Wide
599679	What Is It	EA Sli featuring Frontline	Shon Adams/Davood Asgari/Ameer Loggins/Mark Ogleton	75.00%	75.00% World wide
137755	What It Ain't	Josh Turner	Menny/Criswell	100.00%	100.00% World Wide
533838	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/Tuttan	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	Watters/Blanco/nello/ Stamatopoulou/Lachey	50.00%	50.00% World wide
104689	While You Loved Me	Rascal Flatts	Kim Williams / Dale Dodson / Danny Wells	68.66%	68.66% Worldwide
25424	Whip Appeal	Babyface	Edmonds/Reid	83.14%	83.14% World Wide
524180	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% Sony/ATV Songs LLC	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 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	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/Yerges	50.00%	50.00% World Wide
518000	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
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	Quarles/Pearson/Ruffin/Woodard/Weathersspoon	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
84063	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 Nothin' 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

SCHEDULE A

Song #	Title	Artist	Writers	US % Collected	US % Territory/WW World Wide Licensed
168450	You Gets 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

95/TC

EXHIBIT CO 0537

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 8, 2005 Agreement

BLANKET RINGTONE LICENSE AGREEMENT

This ringtone license agreement (the "Agreement") is made and entered into as of Sep. 8, 2005 (the "Effective Date"), by and between SONY/ATV DISCOS MUSIC PUBLISHING LLC and SONY/ATV LATIN MUSIC PUBLISHING LLC, each a limited liability company, 605 Lincoln Road, Suite 303, Miami Beach, Florida 33139 (collectively hereinafter referred to as "Publisher" or "Sony"), on the one hand, and

REDACTED

(hereinafter, "Company").

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, 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 Jorge Mejia, New Business Manager, Sony/ATV Discos Music Publishing LLC and Sony/ATV Latin Music Publishing LLC, 605 Lincoln Road, Suite 303, Miami Beach, FL 33139, Jorge_Mejia@latin.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 Master Ringtone, Polyphonic Ringtone or Monophonic Ringtone embodying a Composition hereunder, a license fee equal to the greater of: (i) REDACTED of Company Revenue from such Sale; or (ii) (the "Standard General Ringtone License Fee"), provided that with respect to any such 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 such Ringtone is created using the same Composition, Company shall pay a Standard General Ringtone License Fee in respect of each such Ringtone.

(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 Ringtone License Fee"), provided that with respect to any Animated 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)(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 Ringtone License Fee in respect of each such Animated Ringtone.

(iii) Notwithstanding anything to the contrary in sections 5(a)(i) or 5(a)(ii) above, for each Sale of a Ringtone delivered within the country of Brazil, Company shall pay Publisher the greater of: (i) the applicable license fee

set forth in section 5(a)(i) or 5(a)(ii) above, as applicable; or (ii) the REDACTED (the "Brazil License Fee"; together with the General Ringtone License Fee and the Animated Ringtone 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 a Standard Fixation Fee in respect of each such Ringtone.

(ii) In respect of each Composition set forth on Schedule A attached hereto intended for Sale in Brazil, a non-refundable, non-recoupable fixation and administration fee equal to REDACTED (the "Brazil Fixation Fee"; together with the Standard 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(d)), 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.

(c) 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; 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 9(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.

(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, for all periods through and including June 30, 2004, all cash sums earned and received, and/or due and owing to, Company from all forms of exploitation of the Compositions authorized, permitted or sublicensed by Company including but not limited to a) any and all advertising revenue earned by Company from any web site or web page controlled by Company and upon which the Ringtones are featured; and b) the reasonable value of goods, services or credits received by Company from any source in lieu of cash payments for the exploitation of Ringtones licensed hereunder; and shall mean, for all periods on and after July 1, 2004 until the expiration of the Term hereof, (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 ~~4~~ 3 herein. JK

(j) "Territory" means Latin America (i.e., Argentina, Belize, Bolivia, Brazil, Chile, Colombia, Costa Rica, Ecuador, El Salvador, Guatemala, Honduras, Mexico, Nicaragua, Panama, Paraguay, Perú, Uruguay, 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.

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 DISCOS
MUSIC PUBLISHING LLC

SONY/ATV LATIN
MUSIC PUBLISHING LLC

By: _____

Name: James Kant

Title: V.P., B.A.

Date: 9/01/05

REDACTED

EXHIBIT CO 0538

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 6, 2005 Agreement

BLANKET RINGTONE LICENSE AGREEMENT

This ringtone license agreement (the "Agreement") is made and entered into as of September 6, 2005 (the "Effective Date"), by and between SONY/ATV MUSIC PUBLISHING LLC, a Delaware limited liability company, 550 Madison Avenue, New York, NY 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 hereby agree as follows:

1. GRANT OF RIGHTS/RESTRICTIONS/PROCEDURES

(a) Publisher hereby grants 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. 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 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 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.

(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) In the event a composer, songwriter or licensor of a particular Composition objects to the use of such Composition hereunder, Company agrees to withdraw or remove all such Ringtones within forty-eight (48) hours after Publisher notifies you of such objection.

(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, which Publisher may do for any reason or no reason at all; provided, however, that no third party is permitted to exploit the Composition as set forth hereunder, Company shall do so within ten (10) days after receiving notice of such request from Publisher.

(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 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.

(e) Company shall be solely responsible for obtaining all rights necessary to publicly perform the Ringtones, as well as all costs associated therewith.

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, 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; 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 sums, 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 and each Approved Sublicensee 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 and each Approved Sublicensee 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 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 and each Approved Sublicensee in connection with the Ringtone concerned; (vi) the period during which the Sale, transmission, download or 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 each Company and each Approved Sublicensee and for each region of the Territory.

(b) Omitted Without Implication.

(c) 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.

(d) 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.

(e) 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 itself, 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, and Publisher may make such an examination for a particular Ringtone Licensee Fee Report or Fixation Fee Report, as the case may be, only once. 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.

(f) For a period of 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.

(c) Company shall enable five (5) designated employees of Publisher to freely and without charge or expense receive Ringtones as an End User of a 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.

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 and each Approved Sublicensee 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 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, neither Company nor any 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 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; (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.

(viii) Company fails to accurately disclose to Publisher the number of Ringtones embodying the Compositions hereunder that have been fixed during any calendar quarterly accounting period;

(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) "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.

(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. For the avoidance of doubt, it is understood that if Company sublicenses Ringtones to an Approved Sublicensee, it is the Sale price of the Ringtone to the End User, and not the price paid by the Approved Sublicensee to Company, that shall determine the amount of Company Revenue payable hereunder.

(f) "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.

(g) "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, 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.

(h) "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. 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) "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.

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

(k) "Territory" means the United States of America.

(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 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: V.P., Bus. Affairs

Date: 10/14/05

REDACTED

SCHEDULE A

Song Id (No)	Title	Artist	Writer(s)	US % Collected	US % Territory (World Wide)
131755	28 Years, 17 Days	Lyle	Jennings, Sigler, Curry	50.00%	50.00% World Wide
44769	50/50	Lemar .	Hermansen, T.E./Miller, M./Obika, Lemar/Rustan, H./Mikkel SE	12.50%	12.50% World Wide
127808	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
60509	(Ive 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
30065	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	8PM	AIB	Tannenberger/Ferreiros/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/Elofsson	50.00%	50.00% World Wide
130202	A New Day Has Come	Celine Dion	Maccio/Nova	50.00%	49.00% World Wide
337255	A Real Fine Place to Start	Sara Evans	Ducas/Foster	50.00%	50.00% World
131973	A Year At A Time	Kevin Denny	Wilson/Demarcus	100.00%	100.00% World Wide
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/Hipert	100.00%	100.00% Worldwide
117039	After All	Brett James	James/Davis	50.00%	50.00% World Wide
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
54548	Ain't No Fun (If The Homies Ain'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
597502	Ain't Nothin Wrong	Houston	Edmonds/Dixon/Thomas/Dawkins/Mason Jr	17.50%	17.50% World Wide
64438	Air	Ben Folds Five	Ben Folds, Darren Jessee, Robert Sledge	100.00%	100% World Wide
546027	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
512680	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
80529	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
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% SONY CONTROL WORLD EX FRANCE, BELGIUM, LUXEMBOURG WHERE MCA FRANCE CONTROLS FOR LIFE OF COPYRIGHT
55223	All Of The Above	Ty England	Waters, Chris	50.00%	50.00% World Wide
132185	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
117889	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/Hatopl/Starkie	100.00%	100.00% World wide
124396	AM TO PM (Spanish Version)	Christina Milian	Milian/ Karlsson/ Winnberg / Lopez	16.67%	16.67% Worldwide
593009	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
448268	American Trilogy	Elvis Presley	Newbury	100.00%	100.00% Worldwide
18027	Amigos	Marc Anthony	Carlos/Carlos	50.00%	50.00% World Wide

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Song Title	Artist	Writers	Percentage Collected	US & Territory (WW 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 Angels 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	Merbarak/Ochoa	100.00%	100.00% World Wide
78141 Anymore	Travis Tritt	Tritt/Colucci	50.00%	50.00% World Wide
106765 Anything	Kelly Clarkson	Wertens/Biancaniello	50.00%	50.00% US
Apple Cobbler	Lil Cool J	James Smith, Tim Mosley	pending	pending
99250 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
583842 Ashes Of The Wake	Lamb of God	Blythe/Morton/Adler W.J/Campbell/ Adler C.,	100.00%	100.00% WW
623391 Augusta Rain (Georgia Rain)	Trisha Yearwood			
Auld Lang Syne	Kenny G	Traditional arranged by Kenny G (Kenneth Bruce Gorelick), Walter Afanasieff	50.00%	50% Worldwide
105918				
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
35008 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
936294 Back Of The Bottom Drawer	Choly Wright	Rose/Wright	50.00%	50.00% World Wide
243389 Back Seat	LL Cool J	Smith/Jones	43.75%	43.75% World Wide
197532 Back to Life	Soul II Soul	Law/Romeo/Wheeler/Hooper	41.67%	41.67% World Wide
625721 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
61936 Bama Lama Bama Loo	Little Richard	Penniman	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	Frist/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
118314 Beautiful Goodbye	Jennifer Hanson	Hansen/Patton-Johnston	100.00%	100.00% World Wide
84100 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
180026 Beds Are Burning	Noveapace	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
490956 Beer Man	Trent Willmon	Beathard/Willmon	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
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	
172750 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
Black Suits Comin' (Nod Ya Head)	Will Smith	Smith - Sparks - Feemster - Bennett - Bennett - Bennett	73.75%	73.75% World Wide
343868				
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
Blessed	Martina Mcbride	Lindsey / Verges / James	33.33%	33.33% Worldwide
118133				
593835 Blood Of The Scribe	Lamb of God	Blythe/Morton/Adler W.J/Campbell/ Adler C.,	100.00%	100.00% WW
Blue Eyes Cryin' In The Rain	N/A	Rose	100.00%	100.00% US, Canada, Central and South Am.
448705				
84754 Blue Jay Way	Beatles	Harrison	100.00%	100.00% World Wide
29500 Blue Savannah	Erasure	Bell/Clarke	100.00%	100.00% World Wide
Bonnie and Shyne	Shyne	Thompson, David, Levy, Barrow, Gassion, Guglielmi	20.00%	20.00% World Wide
303211				
148367 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
35068 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

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302137	Booty/dious	Destiny's Child	Nicks/Fusari/Knowles/Welch /Moore	87.50%	87.50% World wide
106533	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
315823	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
	Breathe	Blu Cantrell	Martin/Matias/Bemberry/	17.50%	17.50% World Wide
504561			Bradford/Harris/Joiner/Mathers/ Azneyour		
45152	Breathe Again	Toni Braxton	Edmonds	100.00%	100.00% World wide
82899	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
107855	Broken Vow	Josh Groban	Fabian/Afanasieff	100.00%	100.00% World Wide
496337	Brokenheartsville	Joe Nichols	Daniels/Kees/Goudreaux/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
111309	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
40842	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
625468	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
204566	Bye Bye Baby	TQ	Quaites/Mosley/Howard	50.00%	50.00% World Wide
135403	California Love (remix)	Dr. Dre and Roger Troutman	Troutman/Troutman/Durham/Cunningham/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
286545	Call On Me	ERIC PRYDZ	Sanders, Ramsay, 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
104006	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	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	A1	Adams / Merazzi / 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	Duke / Cobb	100.00%	100.00% Worldwide
	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
107791					
127184	Cheatin' On Me	50 Cent	Barnes/Olivier/Jackson/ Burruss/ Gates	33.34%	33.34% World wide
	Cheeky Song	Cheeky Girls	Kirtley/Semal/Howes	83.00%	838.00% World Ex. Portugal, UK, Spain
502672					
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
	Chicago (That Toddling Sound)	Frank Sinatra	Fisher	100.00%	100.00% Worl excl. Belgium, France, Germany, Greece, Holland, Italy, So Africa, Spain, Turkey, UK
132650					
155096	Children of the Ghetto	Mary J. Blinge	Amoo/Amoo	100.00%	100.00% World Wide
297776	Chilin	Modjo	Rodgert/Edwards/Destagnol, Trachart	20.00%	20.00% World Wide
515443	Chipmunk Song	Alvin & The Chipmunks		100.00%	100.00% World X Europe
	Chocolat - Vianne Sets Up Shop	Theme (Incidental Music)	Rachel / Portman	100.00%	100.00% Worldwide
119402					
126656	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
66081	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
	Class Reunion (That Used To Be Us)	Lonestar	McDonald/Myers/Primmer	33.34%	33.34% World Wide
525305					
78268	Cleopatra, Queen of Denial	Pam Tillis	Tillis/Dipiero/Buckingham	66.67%	66.67% World Wide
125911	Clint Eastwood	Gorillaz	Makromalia/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
150901	Clumsy	Our Lady Peace	Makkai/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
603838	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

SCHEDULE A

Song #	Title	Artist	Writer(s)	US % Collected	US % Tech/(WW-World Wide)	Territory Restriction
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	
3409941	Count On Me	Billy Gilman	Mann/Marvel	50.00%	50.00% World Wide	
84563	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	Lyle	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 / Wolbeck / Goulos / Hansson	25.00%	25.00% Worldwide	
237834	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	
	Dancin' In The Rain	Nicole C. Mullen	Nicole C. Mullen	33.34%	33.34% WW	
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%	US, Canada, British Isles, Ireland, Sweden, Denmark, Finland, Norway, Australia, Australasia, Italy, France
447818	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	
83932	Day Tripper	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide	
131223	Dazz		Irons/Hargis/Ransons	50.00%	50.00% World Wide	
99175	Dear Lie	TLC	Edmonds/Watkins	70.00%	70.00% World Wide	
83833	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	
550818	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/Pulman	100.00%	100.00% World Wide	
519248	Dixie Rose Deluxe's	Trent Willmon	Heeney / Mitchel	50.00%	50.00% 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	
648699	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	
599069	Domestic, Light and Cold	Dierks Bently	Bently / Beavers	100.00%	100.00% World Wide	
213007	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 Eyd 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/Trouillard/ 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	

RE

SCHEDULE A

Song Title		Artist	Writer	% US % Collected	% US % Territory Licensed
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, Vempe, Mayo	25.00%	25.00% World Wide
340303	Drunk by myself	Nas	Jones /Barnes/Olivier/West	50.00%	50.00% World Wide
198388	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
28662	Emotions	Mariah Carey	Carey/Civiles/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
446111	Endless, Helpless, Hoping	Josh Groban	Krosser/Garrett	100.00%	100.00% World Wide
284650	Entre Tus Brazos	Alejandro Fernandez	Fernandez/Estrada	100.00%	100.00% World Wide
593096	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
596101	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/Nestor/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	Fete Dobson	Dobson/Levine/McCollum	100.00%	100.00% World Wide
130248	Everything	Safri Duo	Fritz/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
148074	Everytime I Close My Eyes	Babyface	Edmonds	100.00%	100.00% World Wide
243894	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
517478	Extraordinary	Liz Phair	Phair/Edwards/Spock/Christy	25.00%	25.00% World Wide
552993	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
650842	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 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
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	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	Kieviazuk/Lavigne	50% Sony/ATV Songs LLC	50.00% Worldd Wide
51210	Freaple Rock	Muppets	P. Balsam, D. Lee-D. Gillis?	100.00%	100.00% World Wide
	Free	DESTINY'S CHILD	Knowles/Rowland/Trawers/Garrett/Williams	splits are pending	
544540	French Kissing	Kenny Chesney	Chesney	100.00%	100.00% World Wide
74317	Friends In Low Places	Garth Brooks	Blackwell/Lee	50.00%	50.00% World Wide
133431	Fu-Gee-La	The Fugees	Wycleff / Hill / Michel / Mogier / 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

SCHEDULE A

Song #	Song Title	Artist	Writers	% Collected	% Tendered (WW-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
600998	Get 2 Know Ya	77	Rieto/Nugent/Bass/Grey/McCleod/Gerongco, Robert/Gerongco, Samuel	57.50%	28.75% 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
422718	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, Rowlands	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
100101	Give Me One More Shot	Alabama	Rogers/Gentry/Owen	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
447659	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
598002	Go Easy On Me	Lila McCann	Beeson/Collins	50.00%	50.00% 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
127214	God, Family & Country	Craig Morgan	Morgan / Morris / McDaniel	33.34%	33.34% Worldwide
505494	God's Will	Martina McBride	Douglas/Dean	50.00%	50.00% Worldwide
525066	Goes Good With Beer	John Michael Montgomery	Beathard / Hill	50.00%	50.00% World Wide
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
77187	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
77196	Good night Sweetheart	David Kersh	Lewis/Bourdeaux/Williams	100.00%	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	50.00%	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	Guerrita 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
550219	Guitars and Tiki Bars	Kenny Chesney	Chesney, Dillon, Tamburino	66.67%	66.67% 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	Matheweman, 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
82031	Happy Radio (Cry 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

SCHEDULE A

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
15577	Have You Forgotten?	Solar	Weeks, Malone, Moran	100.00%	100.00% World Wide
113567	Haunted	Poe	Danielewski Annie	50.00%	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
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
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
60880	Hello Darlin'	Conway Twitty	Twitty	100.00%	100.00% Worldwide
83958	Hello Goodbye	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00% World Wide
60880	Hello Walls	Faron Young	Nelson	100.00%	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.Jiles, V.Babb,F.Vasosky, L.Troutman, R.Troutman	33.34%	33.34% World Wide
206306	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
118052	Hey Pretty (lp version)	Poe	Danielewski Annie	50.00%	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
96850	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
88462	Hold It Now, Hit It	Beastie Boys	Horovitz/Rubin/Yauch	25.00%	25.00% World Wide
39438	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
133099	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
492325	Honesty (Write Me A List)	Rodney Atkins	Kent/Craft	50%	50% World Wide
83966	Honey Pie	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
138198	Honk If You Honky Tonk	George Strait	Dillon/Northrup/Mellons	33.34%	33.34% 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
138577	How Am I Doin'	Dierks Bentley	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
100575	How Do You Fall In Love	Alabama	R. Fowler/T. Gentry/R. Owen	100% Sony/ATV	100.00% 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
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
138951	How Was I To Know	Reba McEntire	Majeski/Russ/Smith	33.34%	33.34% World
611016	How We Do	The Game	Mason, Young, Jackson, Elizondo, Hughes, Deyo, Taylor	50.00%	50.00% World Wide
138058	How'd I Wind Up In Jamaica	Tracy Byrd	Beathard/Heeney	100.00%	100.00% 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, Augtralia, and France
107466	Hush	Larry Williams / Deep Purple	Joe South	100.00%	100.00% World Wide
600963	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
46500	I Always Get Lucky With You	Kenny Chesney	Whitson/Church/Powers	100.00%	100.00% World Wide

SCHEDULE A

Song ID	Title	Artist	Writer(s)	USA Owned	Territory (WW=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)	Grey/Walters/Biancaniello)	33.34%	33.34% World Wide
85764	I Brake For Brunettes	Rhett Akins	Thomas Akins/Sandy Ramos	37.50%	37.50% World Wide
631741	I Can't	Lyle	Jennings	100.00%	100.00% World Wide
195869	I Can't Live Without My Radio	LL Cool J	Smith/Rubin	67.50%	67.50% 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
115834	I Can't Take You Anywhere	Scotty Emerick	Emerick/Keith	50.00%	50.00% World Wide
51337	I Could Fall In Love	Selena	Thomas	100.00%	100.00% Worldwide
256121	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
615251	I Like the Way	Body Rockers	Dylan Burns / James Karyotakis	66.67%	66.67% World Wide
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 / Fodese	33.33%	33.33% World ex. Italy
123833	I Melt	Rascal Flatts	Lavoy/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
123653	I Need A Vacation	Rebecca Lynn Howard	Howard/Satcher	50.00%	50.00% 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
519325	I See Me	Travis Tritt	Beathard/Mohr	50.00%	50.00% World Wide
318139	I See Right Through You	DJ Encore featuring Engelina	Hemmeth, Andreas Bang - Larsen, Engelina - Parsberg, -Michael - Stavnstrup, Jakob	69.33%	69.33% World Wide
116656	I Should Be So Lucky	Kylie Minogue	Stock/Aitken/Waterman	33.34%	33.34% World wide
83969	I Should Have Known Better	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
26513	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/Hugger/Brown/Clowers	29.26%	29.26% 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/ 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
111088	I Want Candy	Bow wow wow/Aaron Carter	Feldman/Goldstein/Dems/Gottehrer	75.00%	75.00% US
338364	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
53781	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
125458	I Wish I Didn't Miss You	Angie Stone	Martin / Matias / Huff / McFadden / Whitehead	20.00%	20.00% Worldwide
484267	I Wonder Do You Ever Think Of Me	Kenny Chesney	Shafer	100.00%	100.00% World Wide
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
	Ice Ice Baby	Vanilla Ice	Johnson/Van Winkle/Brown	6.66%	6.66% World Wide
45900					
106581	If	Bread	Cates David A	100.00%	100.00% World Wide
447340	If Heaven	Andy Griggs	Peters	100.00%	100.00% World Wide

SCHEDULE A

Song ID	Song Title	Artist	Writer(s)	% Collected	US % Taxpayer (WW=World Wide)
196772	If I Needed Someone	Beatles	Harrison	100.00%	100.00% World Wide
449212	If I Never Stop Loving You	David Kersh	Ewing / Kees	62.50%	62.50% 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
80208	If The Good Die Young	Tracy Lawrence	Nelson/Wiseman	12.50%	12.50% World Wide
	If The World Was Mine	Nas		SPLITS PENDING	
129530	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
317604	If You Come To Me	Atomic Kitten	Stannard/Gallagher/Howes/Harrington/Murphy	20.00%	20.00% World Wide
	If You Ever Stop Loving Me	Montgomery Gentry	Shapiro/Dipiero/Rutherford	66.67%	66.67% World Wide
527462					
527462	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
89468					
	If You Loved Me	Tracy Lawrence	Nelson / Shapiro	50.00%	50.00% Worldwide
51595					
	If You Tolerate This Your Children		Bradfield/Jones/Moore	100.00%	100.00% Worldwide
198708	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
183568	I'll Be Okay	Amanda Marshall	Wells/Clarke	25.00%	25.00% World Wide
80977	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
650259	I'll Never Do Better Than You	George Canyon	Clint Daniels/Martin, Tony	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
54404	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					
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
130269	I'm Gonna Be Alright	Jennifer Lopez	Lopez/Rooney/Oliver/Cook/ Lapread	50.00%	50.00% World wide
237724	I'm Gonna Miss You	Milly Vanilly	Kawoh/Dilschof-Fallenstein/Farian	100.00%	100.00% World wide
298354	I'm Just Talking About Tonight	Toby Keith	Emenck/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					
		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
27848					
	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 Mannu 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	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
131072	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
60153	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
449638	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
82237	Inside Out	Trisha Yearwood	Adams / Peters	100.00%	100.00% Worldwide
89447	Is Anybody Home	Our Lady Peace	Maida/Lanni	50.00%	50.00% Worldwide
593758	Island Boy	Kenny Chesney	Chesney, Vassar, Tambourino	33.34%	33.34% World Wide
	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

SCHEDULE A

Song #	Title	Artist	Writer	US % Collected	US % Territory (WW-World Wide) Licensed
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
7374	It's Only Make Believe	Conway Twitty	Twitty/Nance	100.00%	100.00% World Wide
340939	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
451020	Jamaa	Cox	Camilo Blanes	100.00%	100.00% World Wide
450451	Jambalaya	Hank Williams	Hank Williams	50.00%	50.00% 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
81842	Jenny Jenny	Little Richard	Johnson Enotris/Penniman Richard W	100.00%	100.00% World Wide
518391	Jeopardy Theme	n/a	Giffen	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
193774	Johnny Feel Good	Liz Phair	Phair	100.00%	100.00% World Wide
228007	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 NE PERDRE	Garou	ADAMS BRYAN, KENNEDY ELIOT JOHN	87.50%	87.50% 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 Wolde
38085	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
181778	Kaleidoscope Skies	Jam & Spoon	Elmer/Lonich/Dacharach/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, Creed, 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/T. Owen/R. Rogers	100.00%	100.00% World Wide
626873	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
538123	Key Lime Pie	Kenny Chesney	Chesney, Anderson,, Cannon	33.34%	33.34% World Wide
527941	Kill Myself	Tim McGraw	Dipiero, Smith, Terry	33.34%	33.34% World Wide
67111	Killing Me Softly With His Song	Roberta Flack; Fugees	Fox Charles/Gimbel Norman	50.00%	50.00% WORLD EXCLUDING THE UNITED KINGDOM, AUSTRALIA, SPAIN, PORTUGAL AND SOUTH AFRICA
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	Kiriklimai	Orange Range	Orange Range	100.00%	100% World EX Japan
158598	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
276688	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
595201	La Locura	Yahir	Alejandro Jaen, Rafael Vergara, William Paz	33.34%	33% World Wide
	La Tortura	Shakira		100.00%	100% 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
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
59409	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
93776	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
80068	Lesson In Leavin'	Jo Dee Messina	Brent Maher/Randy Goodrum	50.00%	50.00% 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
444110	Let Them Be Little	Billy Dean	Dean / McDonald	50.00%	50.00% World Wide
506005	Let's Be Us Again	Lonestar	McDonald/James/Derry	33.34%	33.34% World Wide
631757	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	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

SCHEDULE A

Song#	Title	Artist	Writer	US Collection	US Territory/WW World Wide
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
	Little Dirty	Tom T. Hall/Alan Jackson	Hall	100.00%	100.00% World Wide
449849					
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	
112399	Living And Living Well	George Strait	Martin / Nesler / Shapiro	58.33%	58.33% Worldwide
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
129898	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					
114345	Look At Us	Craig Morgan	Morgan/Cannon/Bastian	66.67%	66.67% World Wide
599802	Lose My Breath	Destiny's Child	Jenkins/Garrett/Knowles/Rowland,M. Williams/Jenkins 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
599866	Lot Of Leavin' Left To Do	Dierks Bently	Betley/Ruttan/Beavers	100.00%	100% 100
	Love At First Sight	Kylie Minogue	Minogue/ Stanard/ Gallagher/ Howes/ Harrington	20.00%	20.00% Worldwide
131673					
537011	Love Doesn't Live Here No More	Ricky Fante	Deutsch/Fanse/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
133692	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
50351	Love's The Only House	Martina McBride	Douglas / Cason	50.00%	50.00% Worldwide
35525	Lovin' All Night	Patty Loveless	Crowell	100.00%	100.00% World Wide
627801	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
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
631762	Made Up My Mind	Lyle	Jennings	100.00%	100.00% World Wide
60678	Madman	Silverchair	Johns	100.00%	100.00% World wide
550362	Magic	Kenny Chesney	Chesney	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					
100570	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
265750					
902000	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
84006	Martha My Dear	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
553383	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
594106	Me and Charlie Talking	Miranda Lambert	lambert / lambert/little	33.34%	33.34% 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	Lantigua	100.00%	100.00% World Wide
84122	Mean Mr. Mustard	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00% World Wide
	Meet In The Middle	Diamond Rio	Hatford/Pfrimmer/Foster	33.34%	33.34% World Wide
25094					
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	51.05%	51.05% World Wide
	Mesmerized	Faith Evans	"update in Movico when splits are decided"	Pending	pending
96249	Mesa	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

SCHEDULE A

Song #	Title	Artist	Writers	US % Owned	US % Territory (WW-World Wide) Licensed
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
654458	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/Soja	62.50%	62.50% World Wide
113353	More Than That	Backstreet Boys	Anders/Wennerberg/Jemberg	66.67.00%	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
4033	Mountain Dew	Willie Nelson	Wiseman/Lunsford	50.00%	50.00% 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	ATD	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
220003	Mr. Big (Man)	The Kinks	Ray Davies	100.00%	100.00% USA and Canada Only
451662	Mr. Mom	Lonestar	Harbin/Ron/McDonald/Plrimmer/Don	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	Young/Trawick/Griffin/Boradus/Arnaud	37.50%	37.50% World Wide
631699	Must Be Nice	Lyte Jennings	Jennings	100.00%	100.00% World Wide
208896	My All	Mariah Carey	Carey/Afanasieff	50.00%	50.00% World Wide
103281	My Baby You	More Anthony	Afanasieff, Walter N., Muniz, Mark A.	100.00%	100.00% World Wide
540976	My Buddy	G-Unit	Brown/Jackson/Lloude/Morricone/Ausar	16.67%	16.67% Worldwide
448263	My Front Porch Looking In	Lonestar	McDonald/Myers/Plrimmer	33.33%	33.33% World Wide
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
515813	My Last Name	Dierks Bently	Bentley/Allen	50.00%	50.00% World Wide
631766	My Life	Lyte	Jennings	100.00%	100.00% World Wide
167243	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
537906	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 Angela... 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, Odadjuan, Dolmayan	100.00%	100.00% Worldwide
28523	Neon Moon	Brooks & Dunn	Dunn	100.00%	100.00% World Wide
483370	Never Been Unloved	Michael W. Smith	Smith/Kirkpatrick	50.00%	50.00% World Wide
118608	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/Corry/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	Li'l 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
612289	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 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
406872	No Shelter	Rage Against The Machine	Roche / Commerford / Morello / Wilk	100.00%	100.00% Worldwide
127596	No Shoes, No Shirt, No Problems	Kenny Chesney	Beathard	100.00%	100.00% World Wide
296370	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
519024	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 / Belowa / Falonte	25.00%	25.00% Worldwide
423981	Nothing Even Matters	Lauryn Hill	Hill	100.00%	100.00% World Wide
593841	November	Emerson Drive	James, Petraglia	50.00%	50.00% 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
	Nowhere Man	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00% World Wide

SCHEDULE A

Song ID	Title	Artist	Writer	US % Collected	US % Entitlement (WW=World Wide)
238158	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
551493	O.G. Bitch	Esthero	Gerald Eaton, Brian West, Esthero	50.00%	50.00% World Wide
907506	Ob La Di Ob La Da	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00% World Wide
318007	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
537008	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
540081	Oklahoma-Texas Line	Rascal Flatts,M.Bright,M.(	Rascal Flatts	100.00%	100.00% Worldwide
81908	Okie From Muskogee	Merle Haggard	Powers, Haggard	100.00%	100.00% World Wide
505527	Old Blue Chair	Kenny Chesney	Chesney	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
604432	One Believer	Diamond Rio	Marc Beeson, Don Pfrimmer, Mike Reid	33.34%	33.34% World Wide
129117	One Day In Your Life	Anesteacia	Blancaniello/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
99449	One Man Army	Our Lady Peace	Malda/Lanni	50.00%	50.00% Worldwide
133064	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	Sony/ATV Songs LLC / Ninth Street Tunnel 16.67%	16.67% WW
	One Night Stand	Mistoeq	Mikkel/ SE/ Rustan/ Hermansen/ Dixon/ Washington/ Nash	10.00%	10.00% 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. Manasieff	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
30068	Only You	Yaz	V. Clarke	100.00%	100.00% World Wide
504336	Open Season on My Heart	Tim McGraw	Corwell, Slater	50.00%	50.00% 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
330010	Outta The Way	The Vines	Nichols	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
504387	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
522305	Pass The Courvosier Part 2	Busta Rhymes	Rodgers/Edwards/Muhammed/Tyler/Linzer/Taylor/ Fareed/Smith/Hugo/Woolard/Denny/Lamb/Randal	7.50%	7.50% World Wide
234780	Paul Revere	Beastie Boys	Rubin / Horowitz / McDaniels / Simmons	10.00%	10.00% Worldwide
338351	Peace of Mind	Josh Gracin	James/Vergas	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
01454	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/Mannangell	25.00%	25.00% 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	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

SCHEDULE A

					US % Collected/ Licensed	US % Territory(WW-World Wide)
118573	Play	J-LO	Cory Rooney A. Bigisson,	A Bagge, 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
548517	Pocahontas Proud	Gretchen Wilson	Wilson/Rich/McGehee		33.34%	33.34% World Wide
37595	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/Spillman/ 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/Bahnckc/Tromberg		50.00%	50.00% World Wide
138853	Power of a Dreams	Celine Dion	Edmons/Foster/Thompson		33.34%	33.34% World Wide
526494	Powerless (Say What You Want)	Nelly Furtado	Eston/West/Furtado/ Horn/Dudley/ McLaren		26.66%	26.66% 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						
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/Harby Azor		2.00%	2.00% Can/Mex/USA
327978	Put It In Your Mouth	Akinyele	Harris/Adams/Jeffries		100.00%	100.00% World Wide
	Put Your Hands Where My Eyes Car	Busta Rhymes	Seals/Smith		50.00%	50.00% World Wide
450185	See					
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/Heutler/Schneider		100.00%	100.00% World Wide
523033	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
543236	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
612919	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
84023						
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
602188	Rumours	Lindsay Lohan	Rooney, Jackson, Jackson, Lohan		50.00%	50.00% World Wide
125150	Run For Cover	Sugababes	Lipsey / Donaghy / Buona / 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/Ingerbrigtsen/Read/Foster		50.00%	50.00% World Wide

SCHEDULE A

Song #	Song Title	Artist	Writer(s)	US % Owned	US % Terr (WW 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
505742	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
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	Sgeargent 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
480638	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
66137	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
334369	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/Ross	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
119260	She Couldn't Change Me	Montgomery Gentry	Nicholson/ Knight	50.00%	50.00% World wide
631738	She Got Kids	Lyfe	Jennings	100.00%	100.00% World Wide
544250	She Lives In My Lap	Outkast	Troutman/Hawkins/Vidal/Vidal/Benjamin	5.00%	5.00% 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
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
133865	She'll Go On You	Josh Turner	Namoro	100.00%	100.00% World Wide
118570	She'll Leave You With A Smile	George Strait	Knowles/Blackmon	50.00%	50.00% World Wide
304065	She'll Leave You With A Smile	George Strait	Knowles/Blackmon	50.00%	50.00% World Wide
496181	Sherry's Living In Paradise	Kenny Chesney	Chesney, Mitchel	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
550379	She's From Boston	Kenny Chesney	Chesney, Tamburino	50.00%	50.00% 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
100359	Ships That Don't Come In	Joe Diffie	Gibson / Nelson	50.00%	50.00% Worldwide
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 / Halgeir	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
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
234602	Slow Ride	Beastie Boys	Rubin/Allen/Brown/Dickerson/Miller/Scott/Goldstein/Horowitz/Diamond/Yauch/Jordan/Levitin	5.00%	5.00% World Wide
447868	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	Homocks, 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	Enriquez / Eriksson /Hermansen /Rustan	30.00%	30.00% Worldwide

SCHEDULE A

Song #	Title	Writer	Writers	US%	US% Territory (WW-World Wide)
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
50688	Solitary Man	HIM	Diamond	100.00%	100.00% World Wide
67537	Solo En Ti	Enrique Iglesias	Clarke/Iglesias	93.75%	93.75% Worldwide
	Some Days You Gotta Dance	Dixie Chicks	Johnson/Morgan	18.75%	18.75% World Wide
99865					
480645	Somebody Love Me	Michael W. Smith	Smith/Kirkpatrick	50.00%	50.00% World Wide
334382	Somebody's Girl	Jay-Z ft Kelly	Barnes/Olivier/Kelly/Carter	50.00%	50.00% Worldwide
64153	Somebody's Gonna Love You	Lee Greenwood	Cook/VanHoy	50.00%	50.00% Worldwide
114845	Someone To Love You	Ruff Endz	Rooney	100.00%	100.00% Worldwide
	Somethin In The Water	Jeffrey Steele	Dipiero / Anderson / Steele	33.33%	33.33% Worldwide
99463					
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
516860	Somewhere Between Texas and Mexico	Pat Green	T.Summar,J.Kelley	50.00%	50.00% Worldwide
619547	Somewhere Else	Razorlight	Johnny Borrell	100.00%	100.00% World Wide
596399	Somewhere in the Sun	Kenny Chesney	Chesney, Holt, Tucker, Hobby	25.00%	25.00% World Wide
133131	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 Jesses	100.00%	100% World Wide
511300	Songs About Rain	Gary Allen	Rose/McLaughlin	62.50%	63% World Wide
90178	Sorry Suzanne	Hollies	Anthony Gordon/Stephens Geoffrey	50.00%	50.00% World Wide
602004	Soul of a Sailor	Kenny Chesney	Chesney, Dillon, Emrick	66.67%	66.67% World Wide
	Squeeze Me In	Garth Brooks / Trisha Yearwood	Nicholson / McClinton	50.00%	50.00% Worldwide
50519					
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
528206	Stay	Lenny Kimes	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
129184	Stomp	Stops	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, Odadjian, 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/Bacharach/ 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, Odadjian, 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, Odadjian, Dolmayan	100.00%	100.00% World Wide
228003	Suite Pee	System of a Down	Malakian, Tankian, Odadjian, 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/McIrath/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
	Take You Home With Me aka Body	R. Kelly & Jay-Z	Kelly/Carter/Barnes/Olivier	50.00%	50
131976					
39636	Taking Care Of Business	BTO	Randy Bachman	100.00%	100.00% World Wide
624523	Talk	Coldplay	Schulz, Huetter, Barlos,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
330708	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

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Song #	Title	Artist	Writer(s)	%	Terr
8268	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
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	Pete Page	King, Stewart	100.00%	100.00% World Wide
528007	Texas Plates	Kellie Coffie	Coffey/James	50.00%	50.00% World Wide
75422	Texas Size Heartache	Joe Diffie	Wilson / Turner	100.00%	100.00% Worldwide
54540	The Shizzle	Snoop Dogg	Young/Broadus	50.00%	50.00% World Wide
454073	Thank God For Kids	Kenny Chesney	Fytch	100.00%	100.00% 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
48158	That Ain't My Truck	Rhett Akins	Shapiro / Waters /Akins	47.50%	47.50% Worldwide
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
66982	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
124191	The Coast Is Clear	Scotty Emerick	Lane/Emerick	75.00%	75.00% World Wide
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
503840	The Faded Line	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.	100.00%	100.00% WW
258990	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
543468	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
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
497519	The Love Song	Jeff Bates	Bates/Beard/Beathard	33.33%	33.33% 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 Calloway	100.00%	100.00% Worldwide
554459	The Nigga You Love To Hate	Ice Cube	Arrington/Parker/Carter/Hankerson/Gadler/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
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	Muzze	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
517588	The Wrong Girl	Lee Ann Womack	Rose/McLaughlin	62.50%	62.50% World Wide
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
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
95721	There You Are	Martina Mcbride	Dipiero / Sanders / Hill	33.33%	33.33% Worldwide
550381	There's Someything Sexy About the Rain	Kenny Chesney	Chesney, Ewing	50.00%	50.00% World Wide
338368	These Days	Rascal Flatts	Robson, Stocks, 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	Makda/Lanni	5000.00%	50.00% Worldwide
127192	Think It's A Game	Jay-Z	Carter/ Easley/Grant/Parker/ Patrick/Tics	33.00%	33.00% 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

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52838	This Life Forever	Jay-Z feat Missy Elliot	Shawn Carter/Yvonne Covay/William Jackson	23.13%	23.13% World Wide
45740	This Love	Leann Rimes	Rimes/Beeson/Collins	40.00%	40.00% 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	Thema	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
113097	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% Sony/ATV Songs LLC	50.00% World Wide
500288	Tom Jones International	Tom Jones	Jean, Jones, Duplessis	37.50%	37.50% World Wide
80680	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
75231	Tonight	Sara Evans	Johnson/Baker	50.00%	50.00% World Wide
78102	Tonite	Snoop Dogg	Durham/Blake	30.00%	30.00% World Wide
117088	Tougher Than Nails	Joe Diffie	Marvel/O'Donnell/Barnes	33.34%	33.34% World Wide
101409	Tour De France	Kraftwerk	Hutter/Shult/Barlos	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
	Triple Trouble	Beastie Boys	Diamond, Michael Louis; Edwards, Bernard; Horowitz, Adam; Rodgers, Nile Gregory; Yauch, Adam Nathaniel	25.00%	25.00% Worldwide
555653					
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
	Try	Nelly Furtado	West/Furtado	40.00%	40.00% World Wide
526491					
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
593008	Tu Amor Me Hace Bien	Marc Anthony	Estefano	100.00%	100.00% World Wide
158474	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
81052	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
84120	Two Of Us	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00% World Wide
133545	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, Frazier	20.00%	20.00% World Wide
	Up, Up And Away	5th Dimension	Webb	Sony/Lastrada 46.25%	46.25% World Wide
	Upside Down	X3	Edwards / Rodgers	50% Sony/ATV Songs LLC	50.00% Worldwide
53827					
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
496586	Walk A Little Straighter	Billy Currington	Beathard/Currington/Chamberlain	33.34%	33.34% 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	Ouaites/Williams/Freah/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
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
0911	Welcome To My World	Jim Reaves; Eddy Arnold	Winkler/Hathcock	50.00%	50.00% World Wide
38328	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
274088	What Do I Have To Do	Kylie Minogue	Stock/Aiken/Waterman	33.34%	33.34% World Wide
	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
198083					
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
	What Is It	EA Ski featuring Frontline	Shon Adams/Davood Asgari/Ameer Loggins/Mark Ogleton	75.00%	75.00% World wide
590679					
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

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131969	What The World Needs	Wynonna	James/Lunar	50.00%	50.00% World Wide
133938	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
336306	Whatever You Say	Martina Mcbride	Martin/Hill	37.50%	37.50% World Wide
449039	Wheel Of Fortune Theme	n/a	Griffin	100.00%	100.00% World Wide
817675	Wheels	Josh Gracia	Wilhelm/James	100.00%	100.00% World Wide
	When Boy Meets Girl	Terri Clark	Clark/Waters / Shapiro	47.50%	47.50% Worldwide
51224					
43743	When Can I See You Again	Babyface	Edmonds	100.00%	100.00% World Wide
	When I Close My Eyes	Kenney Chesney	Musick/Springer	75.00%	75.00% World Wide
450132					
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
100589	When It All Goes South	Alabama	Jarvis/Carnes/Carnes	33.34%	33.34% 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
134200	When You Think Of Me	Mark Wills	Verges/James	50.00%	50.00% World Wide
319375	Whenever, Wherever	Shakira	Mebarak/Michel/Estefan	75.00%	75.00% World Wide
	Where Is Your Heart	Kelly Clarkson	Kreviazuk/Clarkson/Dioguardi	50.00%	50.00% World Wide
497114	Where the Girls Are	Billy Currington	Beathard/Chebetkin/Currington	33.34%	33.34% World Wide
106787	Where You Are	Jessica Simpson	Watters/Diancanfello/ Stamatopoulou/Lachey	90.00%	90.00% World wide
104689	While You Loved Me	Rascal Flatts	Kim Williams / Dale Dodson / Danny Wells	66.68%	66.68% 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
40081	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
517463	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/Katz	35.00%	35.00% Worldwide
113576	Wild	Poe	Danielewski Annie	50.00%	100.00% World Wide
79560	Wink	Neal McCoy	Dipiero / Shapiro	50.00%	50.00% WW
84364	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
62445	Wish You Were Here	Mark Wills	Anderson / Ewing / Moore	25.00%	25.00% Worldwide
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	Wih 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
112998	Wonderwall	Oasis	Gallagher.	100.00%	100.00% World Wide
552318	Won't Be Lonely Long	Leann Rimes	Pelice/Pinson	50.00%	50.00% World Wide
84060	Word	Beatles	Lennon / Mccartney	66.67% Sony, 33.33% EMI	100.00% World Wide
526763	World on Fire	Sarah McLachlan	McLachlan/Marchland	25%	25.00% Worldwide
38748	Written In The Stars	Rhonda Vincent	Majeski/Orrall	50.00%	50.00% World Wide
204743	Wrong Side Of Da Tracks	Artifacts	Anedon/Brown/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
507594	Y Todo Queda en Nada	Ricky Martin	Estefano/Reyes	100.00%	100.00% Universe
271836	Y Yo Sign 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	Tom Sharp	Hermes, Niels/Green, 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
447768	You Can't Get What You Want	Joe Jackson	Joe Jackson	100.00%	100.00% World Wide
138365	You Can't Take The Honky Tonk Out Of The Girl	Brooks & Dunn	Dipiero/Armand	50.00%	50.00% World Wide
508399	You Do Your Thing	Montgomery Gentry	Beathard/Hill	50% Sony/ATV Songs LLC	50.00% WW
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
220699	You Really Got Me	The Kinks	Ray Davies	100.00%	100.00% US, Canada, & Mexico
99868	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

SCHEDULE A

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
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
68482 You're Easy On The Eyes	Terri Clark	Shapiro / Waters / Clark	58.33%	58.33% Worldwide

EXHIBIT CO 0539

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 1, 2005 Agreement

BLANKET RINGTONE LICENSE AGREEMENT

This ringtone license agreement (the "Agreement") is made and entered into as of September 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") (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, 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 "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) 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 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; (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").

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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.

(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.~~ + explicitly excluded from this agreement. (AK)

(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.

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

(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: James Kant

Title: V.P., Aus. Affairs

Date: 10/15/05

REDACTED

SCHEDULE A

Code	Title	Artist	Writer	Publisher %	Recipt %	Territory	Comments
182	A Puro Dolor		Omar Alfanno	100.00%	100.00%	World Wide	
1985	Ahora Quien	Marc Anthony	Estefano/Reyes	100.00%	100.00%	Worldwide	
	AMAR SIN SER AMADA	Thalia	Estefano / Pagan	100%	100%	World Wide	
320034	Bocanada		Gustavo Cerati	100.00%	100.00%	Mexico	
21889	Cuando Pase El Temblor		Gustavo Cerati	100.00%	100.00%	Mexico	
527444	De Viaje	Sin Bandera	Schajris/Garcia	100%	100%	World Wide	
580101	Dejaria Todo		Estefano	100.00%	100.00%	World Wide	
	Deseos De Cosas Imposibles		Alvaro Fuentes Ibarz, Haritz Garde Fernandez, Pablo Denegas Urabayen, Amaya Nontero Santias, Xavier Sanmartin Beldarrain	100%	100%		
527547		La Oreja de Van Gogh				World Wide	
598215	Dicen Por Ahi	Pablo Montero	Teran/Brant	50%	50%	World Wide	
	Duelo Verte	Ricardo Arjona	Ricardo Arjona	100%	100%	World Wide	
585624	El Ultimo Adios		Estefano	100%	100%	World Wide	
598203	ENSEÑAME A VIVIR SIN TI		Ender, Poveda	50%	50%	World Wide	
341635	Entra En Mi Vida	Sin Bandera	Schajris/Garcia	50%	50%	World Wide	
593996	ESCAPEMONOS	Marc Anthony	Estefanno/Reyes	100%	100%	World Wide	
650842	Fall to Pieces	Avril Lavigne	Maida, Lavigne	50.00%	50.00%	The Universe	
527379	First Day of My Life		Yloenen, Rantasalmi, Hakala, Heinonen	100%	100%	World Wide	
83957	Hard Day's Night	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide	
549179	He Wasn't	Avril Lavigne	Kreviazuk/Lavigne	50% Sony/ATV Songs LLC	60.00%	World Wide	rent/upcoming releases
507591	Jaleo	Ricky Martin	Gibo, Velasquez	50%	50%	World Wide	
595291	La Locura	Yahir	Alejandro Jaen, Rafael Vergara, William Paz	33.34%	33%	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	
598617	Me Dedique a Perderte	Alejandro Fernández	Leonel Garcia	100%	100%	World Wide	
527452	Mientes Tan Bien	Sin Bandera	Nahuel Schajris / Leonel Garcia	100%	100%	World Wide	
610443	Move Ya Body		Albino, Albino, Diaz, Wells, Berm	12%	12%	World Wide	
593905	NADA ES PARA SIEMPRE	Luis Fonsi	A.Gutierrez	90%	90%	Universe	
627373	No	Shakira	Mebarak, Mendez	75%	75%	World Wide	
171481	No Me Quiero Enamorar	Ka Imba	Bernal/Donna/Oceransky	50%	50%	World Wide	
627375	OBTENER UN SI	Shakira	Mebarak / Mendez	75.00%	75.00%	World Wide	
610764	OYE MI CANTO		Albino, Albino, Santiago, Almonte, Vasquez, Ramirez, Ayala	2%	2%	World Wide	
621422	QUE VIDA LA MIA	Reiko	Manuel Ruiz / Kiko Cibrian	30%	30%	World Wide	
510663	Salome		Estefano	100%	100%	World Wide	
	Say My Name	Destiny's Child	Beyonce Knowles, Kelendria T Rowland, Latavia Roberson, Rodney Jerkins,Daniels, Lashawn A., Fred Jerkins III	Sony/ATV Tunes LLC o/b/o itself, Letoya Music Publishing/Sony/ ATV Tunes,Latavia Music Publishing/Sony/ ATV Tunes,Kelendria Music Publishing & Beyonce Publishing (ASCAP) 20%	20.00%	World Wide	EMI Blackwood Music Inc. 50%, Ensign Music Corp. 15%, EMI April Misc Inc. 15%
111341							
605718	SE ACABO EL AMOR	Oscar D' Leon	Oscar D'Leon	100%	100%	World Wide	
84028	Sgargent Pepper's Lonely Hearts Club Band	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide	
68137	Sesame Street Theme	N/A	Raposo/Hart/Stone	Sony/ATV 50%	50.00%	World excluding Asian territories	
014391	Shiver	Natalie	Solomon / Imbrugia / White	47.00%	47.00%	World Wide	
657713	Skapete		Rojas/Blanco	100.00%	100.00%	World Wide	
37820	So Emotional	Whitney Houston	Steinberg/Kelly	100% Sony/ATV Tunes LLC	100.00%	World Wide	
67537	Solo En Ti	Enrique Iglesias	Clarke/Iglesias	Sony/ATV Songs obo Sony Uk 93.75% / E.I. Music, Fonomusic 6.25%	93.75%	Worldwide	
84037	Strawberry Fields Forever	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide	
67035	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%
67027	Sweet Surrender	Sarah McLachlan	Sarah McLachlin	100.00%	100.00%	World X Canada	

SCHEDULE A

Song #	Title	Artist	Writer	U.S. Copyright	U.S. Sub Licensed	Territory (WW)	Co-publication
1719	Take On Me	A-Ha	Pal Waaktaar / Magne Furuholmen / Morten Harket	Sony/ATV Songs LLC obo Sony Music Publishing UK Ltd 100%	100.00%	Worldwide	
569792	Te Amare		Alfanno	100.00%	100.00%	World Wide	
527373	Te Llame	Cristian	Livi/Perez	50%	50%	World Wide	
133608	The Music's No Good Without You	Cher	Thomas / Taylor / Cher / Barry	80.00%	80.00%	Worldwide	Metrophonic Music 7.5% / Cher Publishing Designee 5% / Paul Barry Publishing Designee 7.5%
597294	TOCANDO FONDO	Karimba	Domm/Guecha	65%	65%	World Wide	
	Toxicity	System of a Down	Malakian, Tankian, Odadjuan, Dolmayan	100.00%	100.00%	World Wide	
37836	True Colors	Cyndi Lauper	Steinberg / Kelly	100.00%	100.00%	Worldwide	
593998	TU AMOR ME HACE BIEN		Estefano	100%	100%	World Wide	
593994	Vallo La Pena	Marc Anthony	Estefano / Anthony / Pagan	100%	100%	World Wide	
503620	VDN	Sir Bandera	Schajris/Garcia	100%	100%	World Wide	
619765	We Belong Together	Mariah Carey	Johnson, Bristol, Edmonds, Carey	13%	12.81%	World Wide	
	Weapon of Choice	Fatboy Slim	Slater / Cook / Collins	33.33% Sony/ATV Songs LLC obo Sony/ATV Music Publishing UK Ltd / Edel Music Publishing Ltd	33.33%	Worldwide	Songs of Universal 66.66%
117684							
84059	With A Little Help From My Friends	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide	
507594	Y Todo Queda En Nada	Ricky Martin	Estefano / Julio Reyes	100%	100%	World Wide	
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	
99866	You Sang To Me	Marc Anthony	Cory Rooney, Marc Anthony	100.00%	100%	Worldwide	

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EXHIBIT CO 0540

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 1, 2005 Agreement

BLANKET RINGTONE LICENSE AGREEMENT

This ringtone license agreement (the "Agreement") is made and entered into as of September 1, 2005 (the "Effective Date"), by and between SONY/ATV MUSIC PUBLISHING LLC, a Delaware limited liability company, 550 Madison Avenue, New York, NY 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 hereby agree as follows:

1. GRANT OF RIGHTS/RESTRICTIONS/PROCEDURES

(a) Publisher hereby grants 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. 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 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 and demonstration purposes. Company is solely responsible for obtaining such performing rights

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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) In the event a composer, songwriter or licensor of a particular Composition objects to the use of such Composition hereunder, Company agrees to withdraw or remove all such Ringtones within forty-eight (48) hours after Publisher notifies you of such objection.

(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, which Publisher may do for any reason or no reason at all; provided, however, that no third party is permitted to exploit the Composition as set forth hereunder, Company shall do so within ten (10) days after receiving notice of such request from Publisher.

(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 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.

(e) Company shall be solely responsible for obtaining all rights necessary to publicly perform the Ringtones, as well as all costs associated therewith.

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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 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, 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; 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

(b) Fixation Fees.

(i) For each Ringtone embodying a Composition hereunder and Sold in any Latin American Territory listed herein, a non-refundable, non-recoupable fixation and administration fee in the amount of REDACTED in respect of the initial fixation of each Composition. The Fixation Fees shall be payable in connection with the accounting statement rendered to Publisher pursuant to paragraph 6 hereof immediately following the initial fixation of the Composition concerned. For the avoidance of doubt, if more than one Ringtone is created using the same Composition, Company and each Approved Sublicensee shall pay a Fixation Fee in respect of each such Ringtone.

(ii) In respect of each Composition set forth on Schedule A attached hereto and Sold in the Territory of Brazil, 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 pursuant to paragraph 6 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. 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, and/or other sums, 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 and each Approved Sublicensee shall compute and pay an amount equal to the applicable Ringtone License Fees and any other payments accrued hereunder no less than ninety (90) 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 and each Approved Sublicensee 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 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 and each Approved Sublicensee in connection with the Ringtone concerned; (vi) the period during which the Sale, transmission, download or 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 each Company and each Approved Sublicensee and for each region of the Territory.

(b) Notwithstanding anything to the contrary in subparagraph 6(a) above, and for the avoidance of doubt, in respect of the fixation of each Ringtone embodying a Composition

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hereunder, Company and each Approved Sublicensee shall compute and pay Fixation Fees no less than forty-five (45) days after the end of each calendar quarter of the Term during which such Ringtone was initially fixed, in respect of each such calendar quarterly period. Company shall send an accounting statement (the "Fixation Fee Report") covering the calculation and determination of the Fixation Fees including the following: (i) the title of the Composition embodied in each Ringtone fixed during the applicable calendar quarterly period; (ii) the date of initial fixation of the Ringtone concerned; and (iii) the location of the initial fixation of the Ringtone concerned. The information set forth in the preceding sentence shall be separately reflected for each Company and each Approved Sublicensee for each region of the Territory.

(c) 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.

(d) 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 ninety (90) days following the quarterly accounting period as provided herein, without prejudice to any other rights Sony may have in connection with such delinquency.

(e) 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 itself, 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, and Publisher may make such an examination for a particular Ringtone Licensee Fee Report, as the case may be, only once. 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.

(f) For a period of 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. <u>TAXES</u>

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,

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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.

(c) Omitted Without Implication.

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 and each Approved Sublicensee 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 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, neither Company nor any Approved Sublicensee shall not license or distribute any Ringtone or Composition to any third party that is engaged in piracy, illegal activities or other

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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 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; (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

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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.

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

(viii) Company fails to accurately disclose to Publisher the number of Ringtones embodying the Compositions hereunder that have been fixed during any calendar quarterly accounting period;

(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) "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.

(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

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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. For the avoidance of doubt, it is understood that if Company sublicenses Ringtones to an Approved Sublicensee, it is the Sale price of the Ringtone to the End User, and not the price paid by the Approved Sublicensee to Company, that shall determine the amount of Company Revenue payable hereunder.

(f) "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.

(g) "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.

(h) "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. 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) "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.

(j) "Term" means the period specified in Article ~~V~~ 3 herein.

(k) "Territory" means the United States of America, Canada, Mexico, Brazil, Chile, Argentina, Peru, Venezuela, Uruguay, Paraguay, Bolivia, Ecuador, Colombia, Costa Riva, Guatemala, El Salvador, Honduras, Nicaragua, Belize.

(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.

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15. LIMITATION OF LIABILITY

EXCEPT FOR CLAIMS UNDER ARTICLE 10 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.

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SONY/ATV MUSIC PUBLISHING LLC

By: _____

Name: James Kant

Title: V.P. Bus. Affairs

Date: 10/14/05

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SCHEDULE A

Song Title		Artist	Writer(s)	Publishing Percentage	Licensed Rights Territory
831755	28 Years, 17 Days	Lyte	Jennings, Sigler, Curry	50.00%	50.00% World Wide
44799	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, Blackman	100.00%	100.00% World Wide
589373	1000 Good Intentions	Rise Against	Pincice/McIrath/Barnes/Wieklinski	75.00%	75.00% World Wide
76051	1,3,2,1	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
110750	9PM	AIB	Tannenberger/Ferreiros/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	60.00%	40.00% World Wide
337255	A Real Fine Place to Start	Sara Evans	Ducas/Foster	50.00%	50.00% World
131973	A Year At A Time	Kevin Denny	Wilson/Demarcus	100.00%	100.00% World Wide
501910	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/Huettler/Hilpert	100.00%	100.00% Worldwide
117039	After All	Brett James	James/Davis	50.00%	50.00% World Wide
203046	After You've Gone	One True Voice	Stock/Waterman	50.00%	50.00% World Ex. Eire, UK
449446	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
54543	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
590105	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	Sony/ATV Tunes LLC (ASCAP) 16.50%	16.50% World Wide
88529	All I Want For Christmas Is You	Mariah Carey	Carey/Afanasieff	50.00%	50.00% World Wide
448710	All My Exes Live In Texas	George Strait	Shafer	100.00%	100.00% 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% SONY CONTROL WORLD EX FRANCE, BELGIUM, LUXEMBOURG WHERE MCA FRANCE CONTROLS FOR LIFE OF COPYRIGHT
55223	All Of The Above	Ty England	Waters, Chris	Sony/ATV Songs Inc. c/o/o Itself, Tree Publishing & Chris Waters Music (BMI) 50%	50.00% World Wide
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
41303	Alone Again (Naturally)	Gilbert O'Sullivan	O'Sullivan	100.00%	100.00% World X UK, Japan, SE Asia
20306	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	Sony/Atv Songs LLC dba Tree pub. 50% / Big Tractor Music 50%	50.00% Worldwide

SCHEDULE A

Song Title	Artist	Writer	US % Collected	US % Territory (WW World Wide) Licensed
59638 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
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
529459 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, Odadjian, Dolmayan	100.00%	100.00% World Wide
449289 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
48485 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
447824 Another World	Joe Jackson	Joe Jackson	100.00%	100.00% World Wide
145497 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
665217 As Good as I Once Was	Toby Keith	Emerick/Keith	50.00%	50% World Wide
Ashes Of The Wake	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100% Sony/ATV Songs LLC	100.00% WW
593842				
523391 Augusta Rain (Georgia Rain)	Kenny G	Traditional arranged by Kenny G (Kenneth Bruce Gorelick), Walter Afanasieff	50.00%	50% Worldwide
105818				
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
Bacholor 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
538294 Back Of The Bottom Drawer	Chely Wright	Rose/Wright	50.00%	50.00% World Wide
243389 Back Seat	LL Cool J	Smith/Jones	43.75%	43.75% World Wide
197552 Back to Life	Soul II Soul	Lewis/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% Sony/ATV Songs	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% Sony/ATV Songs	100.00% World Wide
124012 Band Of Brothers Main Theme- Cues	N/A	Kamen	87.50%	87.50% World wide
150250 Baya Baya	Safri Duo	Fritz/Savery	100.00%	100.00% World Wide
497293 Be As You Are	Kenny Chesney	Chesney, Dillon	100.00%	100.00% World Wide
110065 Be Bop A Lula	Gene Vincent	Davis/Vincent	83.33% Sony/ATV Songs	83.33% US & Canada
119314 Beautiful Goodbye	Jennifer Hanson	Hansen/Patton-Johnston	100.00%	100.00% World Wide
84109 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
160020 Beds Are Burning	Novaspace	Gilford/Hirst/Moginie/Garrett	100.00%	100.00% World Wide
131524 Beer For My Horses	Toby Keith/Willie Nelson	Emerick/Keith	50.00%	50.00% World Wide
400958 Beer Man	Trent Wilmon	Deatherd/Wilmon	50.00%	50.00% World Wide
76449 Beer Thirty	Brooks and Dunn	Dunn, Ronnie G.	Sony/ATV Songs LLC c/b/o itself, Tree Publishing Co. & Showbilly Music (BMI) 50%	50.00% World Wide
85204 Before The Night Is Over	Bryan Adams	Adams/Martin	50.00%	40.00% World Wide
83024 Being For The Benefit Of Mr. Kite	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
85106 Believe In You	Amanda Marshall	Marshall / Bazilian	50% Sony/ATV Songs LLC obo Sony Songs Canada / Metatune Inc	50.00% Worldwide
272888 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 Chiba	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

SCHEDULE A

Song #	Title	Artist	Writer(s)	US % Collected	US % Terms (WW=World Wide) Licensed
111339	Bills, Bills, Bills	Destiny's Child	Knowles, Beyonce G.	Sony/ATV Tunes LLC o/b/o Beyonce Publishing, Kelendria Music Publishing & Letoya Music Publishing/Sony/ATV Tunes (ASCAP) 10%	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% Sony/ATV Songs LLC	100.00% WW
448705	Blue Eyes Cryin' In The Rain	N/A	Rose	100.00%	100.00% US, Canada, Central and South Am.
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
448367	Boom	System Of A Down	Malakian/Tankian/Dolmayan/ Odadjian	100.00%	100.00% World wide
198233	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
108535	Born Free	Roger Williams	Barry John/Black Donald	100.00%	100.00% World Wide
118914	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.	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
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% Sony/ATV Songs LLC	100.00% WW
504561	Breathe	Blu Cantrell	Martin/Mathias/Bemberry/ Bradford/Harris/Joiner/Mathers/ Aznavour	17.50%	17.50% World Wide
45152	Breathe Again	Toni Braxton	Edmonds	100.00%	100.00% World wide
82899	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
107665	Broken Vow	Josh Groban	Fabian/Afanasieff	100.00%	100.00% World Wide
498337	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/Betson	43%	42.50% World Wide
111338	BUO A BOO	DESTINY'S CHILD	Briggs, Burrus, Knowles, Roberson, Rowland, Luckett	7.50%	7.50% Worldwide
87839	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
203913	Butterfly	Mariah Carey	Carey/Afanasieff	50.00%	50.00% World Wide
625465	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
287700	By Your Side	Sade	Denman/Matthewman/Adu/Hale	100.00%	100.00% World Wide
204568	Bye Bye Baby	TQ	Quales/Mosley/Howard	50.00%	50.00% World Wide
155409	California Love (remix)	Dr. Dre and Roger Troutman	Troutman/Troutman/Durham/Cunnigham/Hudson/ Hooks	66.00%	66.00% World Wide
81898	Call and Answer	Barenaked Ladies	Duffy/Page	Sony ATV Tunes obo Sony Uk 50% /Treat Baker Music	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

SCHEDULE A

Solid#	Title	Artist	Writer	US % Collected	US % Territory (WW-World Wide) Licensed
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
610519	Cater 2 U	Destiny's Child	Knowles/Rowland/Walker/Rude/Williams/Jenkins	39.16%	39.16% World Wide
133747	Caught In The Middle	Ai	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	Buie / Cobb	100.00%	100.00% Worldwide
	Cheated (To All The Girls I've Cheated On)	Jessa Wyciel	Jean/Hammond/White/Bailey/David/Robinson/Malco/Haug/Obrien/Jackson/Mckay/Wright/Lebrand	20.00%	20.00% Worldwide
167791					
127184	Cheatin' On Me	50 Cent	Barnes/Olivier/Jackson/ Durruss/ Gates	33.34%	33.34% World wide
	Cheeky Song	Cheeky Girls	Kirley/Semal/Hawes	83.00%	836.00% World Ex. Portugal, UK, Spain
502672					
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
	Chicago (That Toddling Sound)	Frank Sinatra	Fisher	100.00%	100.00% Worl excl. Belgium, France, Germany, Greece, Holland, Italy, So Africa, Spain, Turkey, UK
132850					
155698	Children of the Ghetto	Mary J. Binge	Amoo/Amoo	100.00%	100.00% World Wide
297778	Chillin	Modjo	Rodgers/Edwards/Destagnol/Trachart	20.00%	20.00% World Wide
615443	Chipmunk Song	Alvin & The Chipmunks		100.00%	100.00% World X Europe
	Chocodat - Vianne Sets Up Shop	Theme (Incidental Music)	Rachel / Portman	100.00%	100.00% Worldwide
119402					
128656	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	Ciega Sordomuda	Shakira	Mebarak / Estefano	75.00%	75.00% World Wide
88081	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
	Class Reunion (That Used To Be Us)	Lonestar	McDonald/Myers/Pfrimmer	33.34%	33.34% World Wide
525305					
78268	Cleopatra, Queen of Denial	Pam Tillis	Tillis/Dipiero/Buckingham	66.67%	66.67% World Wide
125911	Clint Eastwood	Gorillaz	Malcromalis/Irie/Albarn/Hewlett	25.00%	25.00% World Wide
615859	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
160961	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 / Schull / Barlos	75.00%	75.00% Worldwide
113581	Control	Poe	Danielewski Annie	60.00%	100.00% World Wide
3409941	Count On Me	Billy Gilman	Mann/Marvel	50.00%	50.00% World Wide
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
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
168859	Crossover	EPMD	D. Garrison, E. Sermon, P. Smith, R. Troutman	40.00%	40.00% World Wide
	Cruel Summer	Bananarama	Fahey / Woodward / Swain/ Jolley / Dallin	25% Sony/ATV Tunes LLC obo Sony/ATV Music Publishing Uk Ltd	25.00% Worldwide
58343					
631753	Cry	Lyfe	Jennings	100.00%	100.00% World Wide
342937	Cry Baby	Janis Joplin	Beans/Meade	16.67%	16.67% USA
450364	Crying	Roy Orbison	Nelson/Orbison	62.50%	62.50% US
	Crying At The Discotheque	Alcazar	Rodgers / Edwards / Bird / Wolfbeck / Gouloe / Hansson	25.00%	25.00% Worldwide
119499					
237994	Daddy Cool	Boony M	Reyem/Farian	100.00%	100.00% Worldwide
	Damien	DMX	Blackmon/Simmons/Smalls	50.00%	50.00% Worldwide
422700					
105034	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
	Dancin' In The Rain	Nicole C. Mullen	Nicole C. Mullen	33.34%	33.34% WW
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% US, Canada, British Isles, Ireland, Sweden, Denmark, Finland, Norway, Australia, Australasia, Italy, France

SCHEDULE A

Song Title	Artist	Writer	US % Collected	(US % Territory/WW-World Wide)
147818 Danger High Voltage	Electric 8	Spencer/Frezza/Nawaral/ Seiph/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
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	45.45%	45.45% World Wide
289262 Did You Ever Think	R Kelly	Barnes/Olivier/Mayfield/Kelly	30.00%	30.00% World Wide
127154 Differences	Ginuwine	Olive/Lumpkin	50.00%	50.00% World Wide
48418 Diggin' On You	Babyface	Edmonds	100.00%	100.00% World Wide
1029 DIVORCE	Tammy Wynette	Babcock/Furman	100.00%	100.00% World Wide
519248 Dixie Rose Deluxe's	Trent Willmon	Heeney / Mitchell	50.00%	50.00% 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/Goffin/Masser/Duplaks/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
46799 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
599669 Domestic, Light and Cold	Dierks Bently	Bently / Beavers	100.00%	100.00% World Wide
213087 Donde Estan Los Ladrones	Shakira	Mebarak/Ochoa	75.00%	75.00% World
1091950 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
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/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/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/Beathard	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, Vargas, 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/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
83935 Eleanor Rigby	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00% World Wide
597908 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
528248 Encore	Jay-Z	Cates/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
446111 Endless, Helpless, Hoping	Josh Gracin	Krosser/Garrett	100.00%	100.00% World Wide
284650 Entre Tus Brazos	Alejandro Fernandez	Fernandez/Estrada	100.00%	100.00% World Wide
193998 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% Sony, 33.33% Bangophile music	66.67% World Wide

SCHEDULE A

Song #	Title	Artist	Writer(s)	US % Collected	US % Territory (WW-World Wide)
196151	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
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
	Everything I Own	Bread	Gates, David A.	Sony/ATV Tunes LLC (ASCAP)	100.00% World Wide
106555 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
	Ex-Factor	Lauryn Hill	Hill, Hamish, 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
517478	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	Malde, Lavigne	50.00%	50.00% The Universe
527998	Fallen	Mya	Shelton/Veney/Hill/Bonifa/ Toledo	25.00%	25.00% World wide
524013	Fallen	Sarah McLachlan	McLachlan	100.00%	100.00% World X Canada
	Fantastic Voyage	Lakeside	Alexander / Beavers / Craig / Shockley / Stokes / Wood / Mccain / Shelby	100% Sony/ATV Tunes LLC dba Portrait /Solar	100.00% Worldwide
24252	Fantastic Voyage (COOLIO VERSION)	Coolio	Alexander / Beavers / Craig / Shockley / Stokes / Wood / Mccain / Shelby/Lewis / Ivey / Dobbs	75.00%	75.00% Worldwide
132301 42683	Father & Son	Boyzone	Stevens, Cat	100.00%	100.00% World Wide
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
	Feeling So Good	Jennifer Lopez	Cartagena, Combs, Lopez, Rios, Rooney, Standard	25.00%	25.00% Worldwide
102771 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% Sony / 33.33% Brooklyn Music	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
109016	Flower	Liz Phair	Phair	100.00%	100.00% World Wide
54544	For All My Niggaz and Bitches	Snoop Dogg	Allen/Amaud/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
526468	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% World Wide
51210	Fraggle Rock	Muppets	P. Balsam, D. Lee-D. Giffis?	100.00%	100.00% World Wide
	Free	DESTINY'S CHILD	Knowles/Rowland/Drawers/Garrett/Williams	splits are pending	
544540	French Kissing	Kenny Chesney	Chesney	100.00%	100.00% World Wide
74317	Friends In Low Places	Garth Brooks	Blackwell/Lee	50.00%	50.00% World Wide
133431	Fu-Gee-La	The Fugees	Wydoff / Hill / Michel / Mcgrier / Remi / Mario	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	Sony/ATV Tunes LLC (ASCAP)	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
600008	Get 2 Know Ya	??	Riato/Nugent/Bass/Grey/McCleod/Gerongco, Robert/Gerongco, Samuel	57.50%	28.75% World Wide
84113	Get Back	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00% World Wide
330764	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
818558	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	

SCHEDULE A

Song	Title	Artist	Writer	US % Collected	% US % Territory (WW World Wide)
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
810089	Girl	Beck	Hansen, King, Simpson	70.00%	70.00% World Wide
819317	Girl	DESTINY'S CHILD	Davis; Robinson, Knowles, Williams, Douthit, Rowlands	10.00%	10.00% 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
100161	Give Me One More Shot	Alabama	Rogers/Gentry/Owen	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
598002	Go Easy On Me	Lila McCann	Beeson/Collins	50.00%	50.00% 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
127214	God, Family & Country	Craig Morgan	Morgan / Morris / McDaniel	33.34%	33.34% Worldwide
505494	God's Will	Martina McBride	Douglas/Dean	50.00%	50.00% Worldwide
	Goes Good With Beer	John Michael Montgomery	Beathard / Hill	50.00%	50.00% World Wide
525066					
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
		Wyclef Jean	Jean, Wyclef	Sony/ATV Tunes LLC / Huss-Zwings Publishing Inc. (ASCAP) 100%	100.00% Worldwide
77167	Gone Til November				
487828	Goodbye Time	Blake Shelton	Hicks/Murran	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
77198	Good night Sweetheart	David Kersh	Lewis/Bourdeaux/Williams	100.00%	100.00% World Wide
447874	Got the Time	Joe Jackson	Joe Jackson	100.00%	100.00% World Wide
	Good Times	Chic	Rogers, Nile G. . Bernard Edwards	Sony Songs Tommy Jymi Inc. (EMI) 50%	50.00% World Wide
53742					
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	50.00%	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, British Isles, Ireland, Sweden, Denmark, Finland, Norway, Australia, Australasia, Italy, Switzerland, S. Africa, Belgium, Luxemburg, Dr. Boytha & Dr. Moya of Artijus-Hungary
104094	Guerilla Radio	Rage Against The Machine	De La Rocha/ Commerford/ Morello/Wilk	100.00%	100.00% World Wide
527307	Guilty	Rasmus	Yloenen/Rantasalmi/Heinonen/Hakala	100.00%	100.00% World Wide
550219	Guitars and Tiki Bars	Kenny Chesney	Chesney, Dillon, Tamburino	66.67%	66.67% World Wide
523034	Ha Ha	Tamyra Gray	Walters/Bianciaello/ 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
	Hang On To Your Love	Sade	Mathewman, Adu	100.00%	100.00% World Wide
38701					
83956	Happiness Is A Warm Gun	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
447882	Happyland	Joe Jackson	Joe Jackson	100.00%	100.00% World Wide
62931	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
35969	Hard Workin' Man	Brooks & Dunn	Dunn	100.00%	100.00% World Wide
15977	Have You Forgotten?	Solar	Weeks, Malone, Moran	100.00%	100.00% World Wide
113567	Haunted	Poe	Danielewski Annie	50.00%	100.00% World Wide
324896	Have You Ever Been In Love	Celine Dion	Bagge, Lara/Bagge, Anders/Hall/Nichols/Astrom	5.00%	5.00% World Wide

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SCHEDULE A

Song #	Title	Artist	Writer(s)	US % Collected	US % Terrtory (WW-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
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
87116	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
105221	Heed The Word Of The Brother	X-Clan	R. Troutman/Worrell/Collins/Clinton/Hunter/	15.63%	15.63% Worldwide
447884	Hell of a Town/Prelude	Joe Jackson	Joe Jackson	100.00%	100.00% World Wide
60688	Hello Darlin'	Conway Twitty	Twitty	100.00%	100.00% Worldwide
83958	Hello Goodbye	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00% World Wide
60680	Hello Walls	Faron Young	Nelson	100.00%	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
83981	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.Jiles, V.Babb,F.Veesky, 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
118052	Hey Pretty (p version)	Poe	Danielewski Annie	50.00%	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/Beck, Riddick, Cartegena, Christopher, Bruno,	38.00%	38.00% World Wide
133899	Home and Dry	Pet Shop Boys	Tennant/Lowe	100%	100% World wide
447888	Home Town	Joe Jackson	Joe Jackson	100%	100% World Wid
537502	Homewrecker	Gretchen Wilson	Wilson/Teren/Rutherford	33%	33% World Wide
492325	Honesty (Write Me A List)	Rodney Atkins	Kent/Craft	50%	50% World Wide
83960	Honey Pie	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
138188	Honk If You Honky Tonk	George Strait	Dillon/Nortnrup/Mellons	33.34%	33.34% 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% Sony/ATV Songs LLC	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
100575	How Do You Fall In Love	Albama	R. Fowler/T. Gentry/R. Owen	100% Sony/ATV	100.00% World Wide
	How Do You Know	Gemini	Tommy Faragher, Nick Howard	100% SAMP. Australia	100.00% World Wide
549176	How Does It Feel	Avril Lavigne	Kreviazuk/Lavigne	50% Sony/ATV Songs LLC	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/Angeletis	20.00%	20.00% World Wide
138851	How Was I To Know	Reba McEntire	Majeski/Russ/Smith	33.34%	33.34% World
611016	How We Do	The Game	Mason, Young, Jackson, Elizonde, 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
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 107466	Hush	Larry Williams / Deep Purple	Joe South	100% Sony/ATV Songs LLC	100.00% World Wide
600983	Hush	LL Cool J feat. 7 Aurelius	Smith/Aurelius/Graham/Mims/Bushnell	35%	35.00% World Wide

SCHEDULE A

Song	Title	Artist	Writer	US % Collected	US % Territory (WW-World Wide)
631743	Hypothetically	Lyfe	Jennings	100%	100.00% World Wide
46500	I Always Get Lucky With You	Kenny Chesney	Whitson/Church/Powers	100.00%	100.00% World Wide
	I Am The Walrus (Fr "Magical Mystery Tour)	Beatles	Mc Cartney, Paul , John Lennon	Sony/ATV Tunes LLC (ASCAP) 100%	100.00% World Wide
83967					
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
85764	I Broke For Brunettes	Rhett Akins	Thomas Akins/Sandy Ramos	37.50%	37.50% 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
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
116834	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
255121	I Didn't Know My Own Strength	Lorrie Morgan	Byrne / Bowles	25.00%	25.00% Worldwide
51075	I Don't Want To Know	Fleetwood Mac	Stevie Nicks	100.00%	100.00% World Wide
	I Drove All Night	Celine Dion/Cyndi Lauper	Steinberg/Kelly	100.00%	100.00% Worldwide
37767					
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
615251	I Like the Way	Body Rockers	Dylan Burns / James Karyotakis	66.67%	66.67% World Wide
609533	I Love	J Lo	Rooney, Kelly, Robinson	50.00%	50.00% Worldwide
107632	I Love The Nightlife	Alicia Bridges	Bridges/Hutcheson	100% Sony/ATV Songs	100.00% World Wide
523252	I Love This Bar	Toby Keith	Keith/Emerick	50.00%	50.00% World Wide
	I Love You	Martina McBride	Hyler / Foliese / Foliese	33.33%	33.33% World ex. Italy
80160					
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
123653	I Need A Vacation	Rebecca Lynn Howard	Howard/Satcher	50.00%	50.00% 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
450545	I Saw The Light	Hank Williams	Hank Williams	100.00%	100.00% World Wide
510326	I See Me	Travis Tritt	Beathard/Mohr	50.00%	50.00% World Wide
316139	I See Right Through You	DJ Encore featuring Engelina	Hemmeth, Andreas Bang - Larsen, Engelina - Parsberg, -Michael - Stevnstrup, Jakob	69.33%	69.33% World Wide
110056	I Should Be So Lucky	Kylie Minogue	Stock/Aitken/Waterman	33.34%	33.34% World wide
83969	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/Edmonds/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
	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
37769					
	I Wanna Be With You	Mandy Moore	Thomas/ Petkon/ Arbuckle	65% Sony/ATV Tunes / Yellow Elephant Music / New Columbia Pictures ; 5% Sony/ATV Songs / Colpix Music Sushi Too Music	65.00% World wide
110829					
	I Wanna Love You Forever	Color Me Badd	Louis Biancaniello ,Watters, Samuel J.	Sony/ATV Tunes LLC o/b/o S M Y 50%	50.00% World Wide
106784					
	I Want Candy	Bow wow wow/Aaron Carter	Feldman/Goldstein/Berns/Gottehrer	75.00%	75.00% US
111088					
338354	I Want To Live	Josh Gracin	James/Rutherford	50.00%	50.00% World Wide
304059	I Want To Wth 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
19023	I Want You	Thalia feat. Fat Joe	Rooney/Bruno/Cartagena/ Russell	20.00%	20.00% World Wide
	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
460565	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

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SCHEDULE A

Song #	Title	Artist	Writer/Composer	US % Collected	% US % Territory (WW World Wide)
	I Wish I Didn't Miss You	Angie Stone	Martin / Matias / Hutt / McFadden / Whitehead	20.00%	20.00% Worldwide
25458					
484287	I Wonder Do You Ever Think Of Me	Kenny Chesney	Shafer	100.00%	100.00% World Wide
	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, Pfister	65.50%	65.50% World Wide
448389					
	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
198772	If I Needed Someone	Beatles	Harrison	100.00%	100.00% World Wide
449212	If I Never Stop Loving You	David Kersh	Ewing / Kees	62.50%	62.50% 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
80208	If The Good Die Young	Tracy Lawrence	Nelson/Wiseman	12.50%	12.50% 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
	If You Ever Stop Loving Me	Montgomery Gentry	Shapiro/Dipiero/Rutherford	66.67%	66.67% World Wide
527462					
527462	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	Sony/ATV Songs LLC (BMI) 15%	15.00% World Wide
99466					
	If You Loved Me	Tracy Lawrence	Nelson / Shapiro	50.00%	50.00% Worldwide
51505					
198706	If You Tolerate This Your Children Will Be Next	Manic Street Preachers	Bradfield/Jones/Moore	1000.00%	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	Kelfum/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
63977	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
550259	I'll Never Do Better Than You	George Canyon	Clint Daniels/Martin, Tony	100.00%	100.00% World Wide
46850	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	Sony/ATV Songs dba tree pub. 50% / First N' Gold 50%	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
167294	I'm Coming Out	Diana Ross	Edwards, Bernard - Rodgers, Nile Gregory	50.00%	60.00% World wide
505095	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
237724	I'm Gonna Miss You	Milly Vanilly	Kewohl/Bischof-Fallenstein/Farian	100.00%	100.00% World wide
298354	I'm Just Talking About Tonight	Toby Keith	Emerick/Keith	50.00%	50.00% World wide
63984	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
63985					
		Anastacia	Anastacia, Sam Watters, Louis Biancaniello	42.50%	42.50%
106757	I'm Outta Love				Worldwide
130203	I'm Real	Jennifer Lopez	J. Lopez, T. Oliver, C. Rooney, L.E.S.	47.50%	47.5
63986	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
27048					
	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	Tiinen,Lauri/Heinonen, Eero/Rantasal	100.00%	100.00% World Wide
269714	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	Tiainen/Rantasalmi/Heinonen/Hakala	100.00%	100.00% World Wide

SCHEDULE A

Song No.	Title	Artist	Writer	Interest Solicited	US & Territory
58345	In The Summertime	Mungo Jerry	Ray Dorset	50.00%	50.00% World Wide
305212	In This Skin	Jessica Simpson	Fusari/Hammon/Simpson	33.34%	33.34% World Wide
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
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
449638	Indian Outlaw	Tim McGraw	Loudermilk / Simmons / Barnes	33.34%	33.34% World Wide
524128	Industry	Wydef Jean	Jean/Duplessis/Witherspoon/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/Taonart	100.00%	100.00% World Wide
129519	Insatiable	Darren Hayes	Hayes / Afanasieff	50.00%	50.00% Worldwide
82237	Inside Out	Trisha Yearwood	Adams / Peters	100.00%	100.00% Worldwide
89447	Is Anybody Home	Our Lady Peace	Maida/Lanni	Sony/ATV Tunes obo Sony Canada & Under Zenith Pub 50% / Lanni Tunes 50%	50.00% Worldwide
593756	Island Boy	Kenny Chesney	Chesney, Vassar, Tambourino	33.34%	33.34% World Wide
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
7374	It's Only Make Believe	Conway Twitty	Twitty/Nance	100.00%	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
451020	James	Cox	Camilo Blanes	100.00%	100.00% World Wide
450401	Jambalaya	Hank Williams	Hank Williams	60.00%	60.00% US
95710	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
518391	Jeopardy Theme	n/a	Griffen	100.00%	100.00% World Wide
116727	Jezebel	Chely Wright	Hammon / Demarcus	50% Sony/ATV Songs LLC d'ba Tree Publishing Co. / Songs of Teracel	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
608532	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
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
181776	Kaleidoscope Skies	Jam & Spoon	Eltmer/Lonicly/Bacharach/Hall/Lepfel	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
100185	Keepin' Up	Alabama	R. Fowler/T. Gentry/R. Owen/R. Rogers	100.00%	100.00% World Wide
526873	Key In The Closet	Kenny Chesney	Chesney/James/Onsly	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
535123	Key Lime Pie	Kenny Chesney	Chesney, Anderson,. Cannon	33.34%	33.34% World Wide
527941	Kill Myself	Tim McGraw	Dipiero, Smith, Terry	33.34%	33.34% World Wide
67111	Killing Me Softly With His Song	Roberta Flack; Fugees	Fox Charles/Gimbel Norman	50.00%	50.00% SONY ATV SONGS LLC ADMINISTERS O/B/O RODALI MUSIC FOR THE TERRITORY OF THE WORLD EXCLUDING THE UNITED KINGDOM, AUSTRALIA, SPAIN, PORTUGAL AND SOUTH AFRICA

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Song Id	Title	Artist	Writers	US % Collected	US % Territory (WW=World Wide) Licensed
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	Kirikimai	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/Lestroda 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 Brisa	Quaco	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
	Laid To Rest	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100% Sony/ATV Songs LLC	100.00% WW
552250					
51688	Landslide	Dixie Chicks	Stevie Nicks	100.00%	100.00% World Wide
59469	Last Night	Az 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
	Le Freak	Chic	Rogers, Nile G. , Bernard Edwards	Sony/ATV Songs LLC (BMI) 50%	50.00% World Wide
53776					
524335	Learn Chinese	Jin feat. Wyclef Jean	Jean/Brown/Duplessis/Iuyveng	10.00%	10.00% World Wide
80068	Lesson In Leavin'	Jo Dee Messina	Brett Maher/Randy Goodrum	50.00%	50.00% 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
444110	Let Them Be Little	Billy Dean	Dean / McDonald	50.00%	50.00% World Wide
508005	Let's Be Us Again	Lonestar	McDonald/James/Derry	33.34%	33.34% World Wide
631787	Let's Do This Right	Lyle	Jennings	100.00%	100.00% World Wide
	Let's Go To Vegas	Faith Hill	Staley, Karen R.	Sony/ATV Tunes LLC (BMI) 100%	100.00% World Wide
40758					
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/Couts	Sony/ATV Tunes 80%	80.00% Worldwide
228979	Life Goes On	The Kinks	Ray Davies	100.00%	100.00% USA and Canada Only
02449	Life Turned Her That Way	Ricky Van Shelton	Howard	100.00%	100.00% World Wide
	Like A Virgin	Madonna	Kelly, Thomas F., Steinberg, William E.	Sony/ATV Tunes LLC (ASCAP) 100%	100.00% World Wide
37791					
	Lipstick	Alejandro Guzman	Child/Domaniewski/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
60032	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
46879	Little Miss Honky Tonk	Brooks & Dunn	Dunn	100.00%	100.00% World Wide
	Live Now	Nas		SPLITS PENDING	
112309	Living And Living Well	George Strait	Martin / Nesler / Shapiro	58.33%	58.33% Worldwide
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
	Long Tall Sally	Little Richard	Penniman/Johnson/Blackwell	100.00%	100.00% World Wide
82975					
114345	Look At Us	Craig Morgan	Morgan/Cannon/Bastian	66.67%	66.67% 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, Fraily Hynes	95.00%	95% World Wide
625472	Lost In Hollywood	System of a Down	Tankian / Malakian	100.00%	100% World Wide
599668	Lot Of Leavin' Left To Do	Diarra Bently	Betley/Ruttan/Beavers		100% 100
	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 Feaste	Deutsch/Feaste/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

SCHEDULE A

Song #	Title	Artist	Writers	US % Collected	% Territory (WW World Wide)
601917	Lover's Ghetto	Angie Stone	Temperton, Moore, Randolph, Smith, Spencer	50.00%	50.00% World Wide
59351	Love's The Only House	Martina McBride	Douglas / Cason	50.00%	50.00% Worldwide
35525	Lovin' All Night	Patty Loveless	Crowell	100.00%	100.00% World Wide
627801	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 / Wills	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
500499	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
631782	Made Up My Mind	Lyle	Jennings	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	66.67% Sony, 33.33% EMI	100.00% World Wide
100570	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	Fahbein/Iglesias/Dioguard/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
902060	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/Peruzzo/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
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	28.67%	28.67% 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
594106	Me and Charlie Talking	Miranda Lambert	lambert / lambert/little	33.34%	33.34% 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	Lamnaga	100.00%	100.00% World Wide
84122	Mean Mr. Mustard	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00% World Wide
25094	Meet In The Middle	Diamond Rio	Hartford/Phrimmer/Foster	33.34%	33.34% 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/Elofson	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/Gaja	62.50%	62.50% 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
112110	Morning Glory	Oasis	Noel Gallagher	100.00%	100.00% Worldwide
111750	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
	Mountain Music	Alabama	Owen	100.00%	100.00% World ex. Belgium / Holland / and Luxembourg
100143	Move It On Over	George Thorogood & The Destroyers	Williams	100.00%	100.00% World Wide
450546	Move Somethin'	LL Cool J	James Smith/Johnson	pending	pending
113833	Movin Melodies	ATB	Tannoberger	100.00%	100.00% World Wide
244779	Movin On Without You	Utada Hikaru	Hikaru	100.00%	100.00% World Wide
627762	Moving Pictures	Fall Out Boy	Peter Wentz, Patrick Stumon, 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/Phimmer/Don	33.34%	33.34% World Wide
51164	Muppet Show Theme	Muppets	Henson; Pottle	100.00%	100.00% World Wide
111880	Murder Was The Case	Snoop Dogg	Young/Trawick/Griffin/Boradus/Arnaud	37.50%	37.50% World Wide
631809	Must Be Nice	Lyle Jennings	Jennings	100.00%	100.00% World Wide
206866	My All	Mariah Carey	Carey/Atanasoff	50.00%	50.00% World Wide

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SCHEDULE A

Song Title		Artist	Writer	US % Collected	US % Territory (WW World Wide)
	My Baby You	Marc Anthony	Afanasieff, Walter N., Muniz, Mark A.	Sony/ATV Tunes, LLC (ASCAP) 100%	100.00% World Wide
103251					
540975	My Buddy	G-Unit	Brown/Jackson/Lloude/Morricone/Ausar	16.67%	16.67% Worldwide
448263	My Front Porch Looking In	Lonestar	McDonald/Myers/Primmer	33.33%	33.33% World Wide
304061	My Give A Damn Is Busted	Jo Dee Messina	Diffie/Shapiro/Martin	58.34%	58.34% World Wide
100898	My Heart Is Lost In You	Brooks & Dunn	Beavers/Harrington	50.00%	50.00% World Wide
515813	My Last Name	Dierks Bently	Bentley/Allan	50.00%	50.00% World Wide
631765	My Life	Lyfe	Jennings	100.00%	100.00% World Wide
157743	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 Wydel/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 / Brassel / 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
483370	Never Been Unloved	Michael W. Smith	Smith/Kirkpatrick	50.00%	50.00% 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	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
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/Detha/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, Taylor, Hill, Joyner, Griffin	10.00%	10.00% World Wide
281152		Lil' Kim			
597292	No Me Quiero Enamorar	Kalimba	Domm, Oceransky, Bernal	50.00%	50.00% World Wide
612289	No Me Tortures	Daniel Rene	Pilota/Danny Lopez	35.00%	35.00% Worldwide
38633	No More Mr. Nice Guy	Alice Cooper	Cooper/Bruce	100% Sony/ATV Songs	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
77627	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
127599	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	67.50%	67.50% Worldwide
	Not On Your Love	Jeff Carson	Martin /Wilson / Martin	20.84%	20.84% Worldwide
100024					
519024	Not Me	Kevin 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
243092	Nothing Even Matters	Lauryn Hill	Hill	100.00%	100.00% World Wide
423981	November	Emerson Drive	James, Petraglia	50.00%	50.00% 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 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. Ditch	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
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	33.00%	33.00% Worldwide
213058	Ojos Asi	Shakira	Mebarak/Flores/Garza	66.67%	66.67% World Wide
540081	Oklahoma-Texas Line	Rascal Flatts,M.Bright,M.	Rascal Flatts	100.00%	100.00% Worldwide
81008	Okie From Muskogee	Merle Haggard	Powers, Haggard	100.00%	100.00% World Wide
505627	Old Blue Chair	Kenny Chesney	Chesney	100.00%	100.00% World Wide
603438	Old Soul Song	Bright Eyes	Oberst	100.00%	100.00% World Wide
	Omega	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100% Sony/ATV Songs LLC	100.00% WW
593828					
97049	On The Inside (Theme from "Prisoner")	Lynne Hamilton	CASWELL DAVID ALLAN	100.00%	100.00% World Wide

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Song #	Title	Artist	Writer(s)	U.S. % Collected	U.S. Territory (WW=World Wide)
604432	One Believer	Diamond Rio	Marc Beeson, Don Pfrimmer, Mike Reid	33.34%	33.34% World Wide
129117	One Day In Your Life	Anastacia	Biancaniello/Newkirk/Watters	33.33%	33.33% World Wide
	One Gun	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100% Sony/ATV Songs LLC	100.00% WW
593839					
89449	One Man Army	Our Lady Peace	Malda/Lanni	Sony/ATV Tunes obo Sony Canada & Under Zenith Pub 50% / Lanni Tunes 50%	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	Sony/ATV Songs LLC / Ninth Street Tunnel 16.67%	16.67% WW
	One Night Stand	Misteeq	Mikel/ 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
	One Sweet Day	Mariah Carey	M. Carey, N. Morris, W. Morris, S.Stockman, M. McCary, W. Afanasieff	35.00%	35.00% World Wide
112688					
105975	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
504336	Open Season on My Heart	Tim McGraw	Cornell, Slater	50.00%	50.00% 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	Ameria	Mark Rooney, Rich Harrison, Amerie Rogers	40.00%	40.00% World Wide
330610	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
504067	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
127804					
	Party To Damascus	Wyclef feat. Missy Elliot	Jean/Duplessis/Elliot	60.00%	60.00% World Wide
524145					
	Pass The Courvosier	Busta Rhymes	Rodgers/Edwards/Muhammed/Tyler/Linzer/Taylor/ Fareed/Smith/Hugo/Woolard/Denny/Lamb/Randal	7.50%	7.50% World Wide
329212					
	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
522305					
234780	Paul Revere	Beastie Boys	Rubin / Horowitz / McDaniels / Simmons	10.00%	10.00% Worldwide
338351	Peace of Mind	Josh Gracin	James/Yerges	50.00%	50.00% World Wide
	Peaceful World	John Mellencamp	Mellencamp	100% Sony/ATV Tunes LLC obo Belmont Mill Publishing	100.00% Worldwide
127507					
49100	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
528065	Per Te	Josh Groban	Afanasiff/Groban/Mannangeli	25.00%	25.00% 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
112887					
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
307704	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	Sony/ATV Tunes LLC / Ouvia Music 33.33% / WB Music Corp, De Le De Music, About Time Music 66.67%	33.33% Worldwide
183545	Piece Of My Heart	Janis Joplin	Berns/ Ragavoy	16.67%	16.67% World Wide
145508	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					

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118573	Play	J-LO	Cory Rooney A Bagge, A. Birgiason, C. Milian	Sony/ATV Songs / LLC Cori Tiffani Publishing 5% Air Chrysalis Scandinavia (BMI) 31.66% Murlyn Songs-Universal Music Publishing 63.32%Sony/ATV Songs / LLC Cori Tiffani Publishing	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
548517	Pocahontas Proud	Gretchen Wilson	Wilson/Rich/McGehee	33.34%	33.34% 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
6402	Pop A Top	Alan Jackson	Stuckey	100.00%	100.00% Worldwide
	Pop Lockin'	Silkk The Shocker	Troutman/Troutman/Hooks/ Hudson/Broadus/Spillman/ 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/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 Stump, 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	Mallik/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/Hatby Azor	2.00%	2.00% Can/Mex/USA
327978	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
450185	See				
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 Loro	Sin Bandera	Garcia	100.00%	100.00% World Wide
38262	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
	Rapper's Delight		Rodgers / Edwards	50.00%	50.00% Worldwide
75013		Sugarhill Gang			
237089	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					
625733	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	Krevlazuk/Stefani/Dioguardi/Alazano	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 / Green / Conlon / Gallagher / Stannard	8% Sony/Atv Songs LLC obo Sony/ATV Music Publishing UK Ltd.	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	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, 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

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	Run For Cover	Sugababes	Lipsey / Donaghy / Buena / Buchanan	Sony/ATV Songs LLC obo Sony UK Ltd 25%	25.00% Worldwide
125150					
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
	Satisfy You	Puff Daddy / ft. Kelly	Walker/Combs/Mccloy/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	Sony/ATV Tunes LLC o/b/o itself, Letoya Music Publishing/Sony/ ATV Tunes,Latavia Music Publishing/Sony/ ATV Tunes,Kelendria Music Publishing & Beyonce Publishing (ASCAP) 20%	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
82915					
505742	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
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	Seargent Pepper's Lonely Hearts Club Band	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
500227	Second Sunday	Jessica Andrews	Dunetta/Mann	Sony/ATV 60%	60.00% World wide
480638	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	00.00%	00.00% 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/Williar	20.00%	20.00% World Wide
08137	Sesame Street Theme	N/A	Raposo/Hart/Stone	Sony/ATV 50%	50.00% World excluding Asian territories
148323	Setting Sun	Chemical Brothers	Gallaghes/Rowlands/Simons	50.00%	50.00% World Wide
37818	Sex As A Weapon	Pat Benetar	Steinberg/Kelly	Sony/ATV Tunes LLC 100%	100.00% World Wide
118503	Sexy Daddy	Destiny's Child	Beyonce Knowles Damon Elliott	Sony/ATV Tunes LLC / Beyonce Publishing (ASCAP) 60%	60.00% World Wide
	Sexy Sadie	Beatles	Lennon / McCartney	Sony/ATV Tunes LLC (ASCAP) 100%	100.00% World Wide
84029					
	Shake It Baby	LL Cool J	Johnson/Smith/Taylor	pending	pending
334368	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/Lund	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
119200	She Couldn't Change Me	Montgomery Gentry	Nicholson/ Knight	50.00%	50.00% 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
78422	She Never Lets It Go To Her Heart	Tim McGraw	Shapiro / Waters	20.38%	20.38% Worldwide
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
118570	She'll Leave You With A Smile	George Strait	Knowles/Blackmon	50.00%	50.00% World Wide
304065	She'll Leave You With A Smile	George Strait	Knowles/Blackmon	50.00%	50.00% World Wide
496181	Sherry's Living In Paradise	Kenny Chesney	Chesney, Michel	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
550379	She's From Boston	Kenny Chesney	Chesney, Tamburino	50.00%	50.00% World Wide
84033	She's Leaving Home	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
46977	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
100359	Ships That Don't Come In	Joe Diffie	Gibson / Nelson	50.00%	50.00% Worldwide
814301	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 / Hennansen / Halgeir	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

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	Side	Travis	Healy	100% Sony/ATV Songs LLC obo Sony/ATV Music Publishing UK Ltd.	100.00% Worldwide
118102					
434268	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
	Slow Ride	Beastie Boys	Rubin/Allen/Brown/Dickerson/Miller/Scott/Goldstein/Horowitz/Diamond/Yauch/Jordan/Levitin	5.00%	5.00% World Wide
234802					
447000	Slow Song	Joe Jackson	Joe Jackson	100.00%	100.00% World Wide
631882	Smile	Lyte	Jennings, Lambert, Potter	33.34%	33.34% World Wide
	Smooth Operator	Sade	Adu/St. John	50.00%	50.00% World Wide
38707					
240942	So Darm Beautiful	Paranoid	Horrocks, Milleare, Rowe	66.66%	66.66% World Wide
37820	So Emotional	Whitney Houston	Steinberg/Kelly	100% Sony/ATV Tunes LLC	100.00% World Wide
516360	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 /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	HIM	Diamond	100.00%	100.00% World Wide
67537	Solo En Ti	Enrique Iglesias	Clarke/Iglesias	Sony/ATV Songs obo Sony Uk 93.75% / E.I. Music, Fonomusic 6.25%	93.75% Worldwide
	Some Days You Gotta Dance	Dixie Chicks	Johnson/Morgan	18.75%	18.75% World Wide
89865					
480645	Somebody Love Me	Michael W. Smith	Smith/Kirkpatrick	50.00%	50.00% World Wide
334362	Somebody's Girl	Jay-Z ft Kelly	Barnes/Olivier/Kelly/Carter	50.00%	50.00% Worldwide
64153	Somebody's Gonna Love You	Lee Greenwood	Cook/VanHoy	50.00%	50.00% Worldwide
114845	Someone To Love You	Ruff Endz	Rooney	100.00%	100.00% Worldwide
	Somethin In The Water	Jeffrey Steele	Diplero / Anderson / Steele	33.33% Sony/ATV Songs LLC dba Tree Publishing Co. / Love Monkey Music	33.33% Worldwide
99463					
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
610850	Somewhere Between Texas and Mexico	Pat Green	T.Summar,I.Kelley	50.00%	50.00% Worldwide
618347	Somewhere Else	Razorlight	Johnny Borrell	100.00%	100.00% World Wide
506309	Somewhere In the Sun	Kenny Chesney	Chesney, Holt, Tucker, Hobby	25.00%	25.00% World Wide
133131	Somewhere Out There	Our Lady Peace	Coutts/Malda/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
511300	Songs About Rain	Gary Allen	Rose/McLaughlin	62.50%	63% World Wide
90176	Sony Suzanne	Hollies	Anthony Gordon/Stephens Geoffrey	50.00%	50.00% World Wide
602064	Soul of a Sailor	Kenny Chesney	Chesney, Dillon, Emrick	66.67%	66.67% World Wide
50519	Squeeze Me In	Garth Brooks / Trisha Yearwood	Nicholson / McClinton	50.00%	50.00% Worldwide
29502	Star	Erasure	Bell/Clarke	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
126206	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	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

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29580	Stop	Erasure	Bell/Clarke	100.00%	100.00% World Wide
109860	Stop Being Greedy	DMX	Blackmon/Fields/Messer/Simmons	13.00%	13.00% World wide
46892	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, Odadjian, Dolmayan	100.00%	100.00% World Wide
605478	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, Odadjian, 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, Odadjian, Dolmayan	100.00%	100.00% World Wide
228003	Suite Pee	System of a Down	Malakian, Tankian, Odadjian, Dolmayan	100.00%	100.00% World Wide
64983	Supermans's Dead	Our Lady Peace	Malda/Lanni	Sony/ATV Tunes obo Sony Canada & Under Zenith Pub 50% / Lanni Tunes 50%	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 c/b/o Beyonce Publishing (ASCAP) 47%	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
87827	Sweet Surrender	Sarah McLachlan	Sarah McLachlin	100.00%	100.00% World X Canada
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
538610	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	Sony/ATV Songs LLC obo Sony Music Publishing UK Ltd 100%	100.00% Worldwide
131978	Take You Home With Me aka Body	R. Kelly & Jay-Z	Kelly/Carter/Barnes/Olivier	50.00%	50
39639	Taking Care Of Business	BTO	Randy Bachman	100.00%	100.00% World Wide
624523	Talk	Coldplay	Schult, Hustler, 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
693902	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
101180	Teach Your Children	Crosby, Stills, Nash & Young	G. Nash	100.00%	100.00% World Wide
190658	Teardrop	Massive Attack	Fraser/Del Naja/Marshal/Vowles	50.00%	50.00% World Wide
330768	Tears From the Moon	Conjure One	Boertsoen/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
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
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
526007	Texas Flakes	Kellie Coffie	Coffey/James	50.00%	50.00% World Wide
75422	Texas Size Heartache	Joe Diffie	Wilson / Turner	100.00%	100.00% Worldwide
54540	The Shunit	Snoop Dogg	Young/Broadus	50.00%	50.00% World Wide
454073	Thank God For Kids	Kenny Chesney	Fitch	100.00%	100.00% 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
48156	That Ain't My Truck	Rhett Akins	Shapiro / Waters /Akins	47.50%	47.50% Worldwide
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
517526	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
40020	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
114564	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
124191	The Coast Is Clear	Scotty Emerick	Lane/Emerick	75.00%	75.00% World Wide

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SCHEDULE A

Song #	Title	Artist	Writers	% Collected	% Licensed (WW World Wide)
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% Sony/ATV Songs LLC	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
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
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
43803	The Heart Is A Lonely Hunter	Reba	Williams / Sanders / Hill	33.33% Sony/ATV Tunes / Cross Keys Publishing	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
597849	The Love Of Richard Nixon'	Manic Street Preachers	Bradfield, James Dean /Jones, Nicholas / Moo	100.00%	100.00% World Wide
497519	The Love Song	Jeff Bates	Bates/Beard/Beathard	33.33%	33.33% 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
02521	The Nanny Theme		Hampton Calloway	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	Ryan 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	Sony/ATV Tunes LLC , Purple Crayon 100%	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
831734	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
517688	The Wrong Girl	Lee Ann Womack	Rose/McLaughlin	62.50%	62.50% World Wide
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 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
95721	There You Are	Martina Mcbride	Diplero / Sanders / Hill	33.33%	33.33% Worldwide
550381	There's Someything Sexy About the Rain	Kenny Chesney	Chesney, Ewing	50.00%	50.00% 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	Sony/ATV Tunes obo Sony Canada & Under Zenith Pub 50% / Lanni Tunes 50%	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
252839	This Life Forever	Jay-Z feat Missy Elliot	Shawn Carter/Yvonne Covay/William Jackson	23.13%	23.13% World Wide
445740	This Love	Leann Rimes	Rimes/Beeson/Collins	40.00%	40.00% 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. Grey	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
17846	Time After Time	Cyndi Lauper	Lauper/Hyman	50.00%	50.00% World Wide
549175	Together	Avril Lavigne	Kreviazuk/Lavigne	50% Sony/ATV Songs LLC	50.00% World Wide
500268	Tom Jones International	Tom Jones	Jean, Jones, Duplessis	37.50%	37.50% World Wide
00080	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
75231	Tonight	Sara Evans	Johnson/Baker	50.00%	50.00% 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

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Song Title	Artist	Writer	Share	Territory
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
191422 Trans Europe Express		Schult/Heutter	100.00%	100.00% World wide
80439 Transformers Theme	n/a	Kinder/Bryant	100.00%	100.00% World Wide
131200 Tribute To A Woman	Ginuwine	Oliver / Lumpkin	50.00%	50.00% Worldwide
Triple Trouble	Beastie Boys	Diamond, Michael Louis; Edwards, Bernard; Horowitz, Adam; Rodgers, Nile Gregory; Yauch, Adam Nathaniel	25.00%	25.00% Worldwide
555653				
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
Try	Nelly Furtado	West/Furtado	40.00%	40.00% World Wide
526491				
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
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
508457 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, Fraser	20.00%	20.00% World Wide
Up, Up And Away	5th Dimension	Webb	Sony/Lestrada 46.25%	46.25% World Wide
Upside Down	X3	Edwards / Rodgers	50% Sony/ATV Songs LLC	50.00% Worldwide
53827				
593094 Valio la Pena	Marc Anthony	Estefano/Anthony	100.00%	100.00% World Wide
117148 Video	India Arie	Broady/Harris/Sanders/Simpson	60.00%	60.00% World Wide
Vindicated	Dashboard Confessional	Christopher Carraba	16.67%	16.67% World Wide
134128 Vivlendo	Marc Anthony	Anthony/Osorio/Villamizar	15.00%	15.00% World Wide
593887 Volando Entre Tus Brazos	Marc Anthony	Estefano/Reyes	100.00%	100.00% World Wide
496588 Walk A Little Straighter	Billy Currington	Beathard/Currington/Chamberlain	33.34%	33.34% World Wide
Walk Away	Kelly Clarkson	Kreviazuk/Malde/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%
134136 Way Of Life	Lil Wayne	Quates/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 /	15%	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
Weapon of Choice	Fatboy Slim	Slater / Cook / Collins	33.33% Sony/ATV Songs LLC obo Sony/ATV Music Publishing UK Ltd / Edel Music Publishing Ltd	33.33% Worldwide
117684				
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
80589 We're Not Making Love No More	Dru Hill	Edmonds	87.50%	87.50% World Wide
299058 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
What Have I Done To Deserve This	Pet Shop Boys	LOWE CHRISTOPHER SEAN, TENNANT NEIL	66.67%	66.67% World Wide
298093		FRANCIS, WILLIS ALTA SHERRAL		
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
What Is It	EA Sti featuring Frontline	Shon Adams/Davood Asgari/Ameer Loggins/Mark Ogleton	75.00%	75.00% World wide
599879				
137755 What It Ain't	Josh Turner	Mensy/Criswell	100.00%	100.00% World Wide
What I've Become	Lamb of God	Blythe/Morton/Adler W.J/Campbell/ Adler C.	100% Sony/ATV Songs LLC	100.00% WW
593838				
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
336306 Whatever You Say	Martina Mcbride	Martin/Hill	37.50%	37.50% 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
When Boy Meets Girl	Terri Clark	Clark/Waters / Shapiro	47.50%	47.50% Worldwide
51224				
43743 When Can I See You Again	Babyface	Edmonds	100.00%	100.00% World Wide

SCHEDULE A

Song ID	Title	Artist	Writer	% Collected	Territory (World Wide)
450132	When I Close My Eyes	Kenney Chesney	Musick/Springer	75.00%	75.00% World Wide
543467	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
109569	When It All Goes South	Alabama	Jarvis/Carnes/Carnes	33.34%	33.34% 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
134200	When You Think Of Me	Mark Wills	Vergea/James	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
497114	Where the Girls Are	Billy Currington	Beathard/Chaberlain/Currington	33.34%	33.34% World Wide
106767	Where You Are	Jessica Simpson	Watters/Biancaniello/ Stamatopoulou/Lechey	90.00%	90.00% World wide
104689	While You Loved Me	Rascal Flatts	Kim Williams / Dale Dodson / Danny Wells	Sony/ATV Tunes LLC dba Cross Keys Publishing Co. 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
48881	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
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 Fante	Deutsch/Fante/Harris/Katz	35.00%	35.00% Worldwide
113578	Wild	Poe	Danielewski Amie	58.00%	100.00% World Wide
79560	Wink	Neal McCoy	Diplero / Shapiro	50.00%	50.00% WW
04364	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
82448	Wish You Were Here	Mark Wills	Anderson / Ewing / Moore	25.00%	25.00% Worldwide
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
510060	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	Pelce/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
38748	Written In The Stars	Rhonda Vincent	Majeski/Orrell	50.00%	50.00% World Wide
204743	Wrong Side Of Da Tracks	Artifacts	Anadon/Brown/Ray/Williams	50.00%	50.00% World Wide
447370	Xtacey Jones	Dru Hill	Ovaltes/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 LM, 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
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 Nothin' 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/Altmand	50.00%	50.00% World Wide
508399	You Do Your Thing	Montgomery Gentry	Beathard/Hill	50% Sony/ATV Songs LLC	50.00% WW
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
220699	You Really Got Me	The Kinks	Ray Davies	100.00%	100.00% US, Canada, & Mexico
99806	You Sang To Me	Marc Anthony	Cory Rooney, Marc Anthony	100.00%	100% Worldwide
507308	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, Battista, Campbell, Hutchinson	48.12%	48.12% World Wide
68482	You're Easy On The Eyes	Terri Clark	Shapiro / Waters / Clark	58.33%	58.33% Worldwide

SCHEDULE B
APPROVED SUBLICENSEES

REDACTED

EXHIBIT CO 0541

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

August 23, 2005 Agreement

BLANKET RINGTONE LICENSE AGREEMENT

This ringtone license agreement (the "Agreement") is made and entered into as of August 23, 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") (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 sixty (60) 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 twenty four (24) 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 "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) 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 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 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.

(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.

(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 Kerl

Title: V.P., Bus. Affairs

Date: 10/14/05

REDACTED

EXHIBIT CO 0542

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

August 2, 2005 Agreement

BLANKET RINGTONE LICENSE AGREEMENT

This ringtone license agreement (the "Agreement") is made and entered into as of August 2, 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") (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, 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.

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 "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 the 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 "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 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 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

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(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 country of Israel; (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.

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

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(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 ~~X~~ 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 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 Kent

Title: V.P., B.A.

Date: 10/20/05

REDACTED

SCHEDULE A

Song #	Title	Artist	Writers	US % Collected	US % Territory (WW World Wide)
831755	26 Years, 17 Days	Lyle	Jennings, Sinior, 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
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, Blackman	100.00%	100.00% World Wide
599373	1000 Good Intentions	Rise Against	Pincipe/McIrath/Barnes/Wicklinski	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	8PM	AIB	Tannenberger/Ferreroms/Posadas/Riviera	50.00%	31.25% World Wide
	A Day In The Life	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00% World Wide
83909					
38092	A Little Respect	Erasure	Bell/Clarke	100.00%	100.00% World Wide
	A Love Before Time (Crouching Tige	Theme	Calandrelli / Dun	100.00%	100.00% Worldwide
118200	Hidden Dragon Theme)				
137936	A Moment Like This	Kelly Clarkson	Ried/Ericksen	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
131973	A Year At A Time	Kevin Denny	Wilson/Demarcus	100.00%	100.00% World Wide
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, Odadjian, Dolmayan	100.00%	100.00% World Wide
523508	Aero Dynamic	Kraftwerk	Schmitt/Huetter/Hipert	100.00%	100.00% Worldwide
117038	After All	Brett James	James/Davis	50.00%	50.00% World Wide
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 Quiere	Marc Anthony	Estefano/Reyes	100.00%	100.00% Worldwide
	Ain't Goin' Down Til The Sun Comes Up	Garth Brooks	Williams/Brooks/Blazy	33.34%	33.34% World Wide
35380					
130269	Ain't It Funny	Jennifer Lopez	Rooney / Lopez	100.00%	100.00% Worldwide
	Ain't No Fun (If The Homies Can't	Snoop Dogg	Young/Broadus/Nathan/Kurupt/Warren	50.00%	50.00% World Wide
54545	Have None)				
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	Kanye West	Hill/West	100.00%	100% World Wide
44501	All For Love (The Three Musketeers)	Bryan Adams	Adams/Lange/Kamen	58.33%	50% 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/Abnasieff	50.00%	50.00% World Wide
608781	All Jacked Up	Gretchen Wilson	Wilson/McGehee/Tich	33.34%	33.34% World Wide
448710	All My Exes Live In Texas	George Strait	Shafer	100.00%	100.00% 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% SONY CONTROL WORLD EX FRANCE, BELGIUM, LUXEMBOURG WHERE MCA FRANCE CONTROLS FOR LIFE OF COPYRIGHT
55223	All Of The Above	Ty England	Waters, Chris	50.00%	50.00% World Wide
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
220308	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/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
13899	Amar Sin Mentiras	Marc Anthony	Estefano/Anthony	100.00%	100.00% World Wide
13587	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, Odadjian, Dolmayan	100.00%	100.00% World Wide
449289	American Trilogy	Elvis Presley	Newbury	100.00%	100.00% Worldwide
18027	Amigos	Marc Anthony	Carlos/Carlos	50.00%	50.00% World Wide

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SCHEDULE A

Song #	Title	Artist	Writers	US Collected	% Territory (WW-World Wide)
83915	And I Love Her	Beatles	Lennon John/Mc Cartney Paul	66.67%Sony, 33.33% EMI	100.00% World Wide
46486	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
87832	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	Merbarak/Ochoa	100.00%	100.00% World Wide
76141	Anymore	Travis Tritt	Tritt/Colucci	50.00%	50.00% World Wide
108785	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
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			
105818	Auld Lang Syne	Kenny G	Traditional arranged by Kenny G (Kenneth Bruce Gorelick), Walter Afanasieff	50.00%	50% Worldwide
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
538294	Back Of The Bottom Drawer	Chely Wright	Rose/Wright	50.00%	50.00% 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
81936	Bama Lama Bama Loo	Little Richard	Penniman	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	Satri 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
119314	Beautiful Goodbye	Jennifer Hanson	Hansen/Parton-Johnston	100.00%	100.00% World Wide
84100	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/Mognie/Garrett	100.00%	100.00% World Wide
131824	Beer For My Horses	Toby Keith/Willie Nelson	Emerick/Keith	50.00%	50.00% World Wide
496058	Beer Man	Trent Willmon	Beathard/Willmon	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
85196	Believe In You	Amanda Marshall	Marshall / Bazilian	50.00%	50.00% Worldwide
272068	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
46867	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
421676	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
593836	Blood Of The Scribe	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100.00%	100.00% WW
448705	Blue Eyes Cryin' In The Rain	N/A	Rose	100.00%	100.00% US, Canada, Central and South Am.
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
46367	Boom	System Of A Down	Malakian/Tankian/Odamayan/ Odadjian	100.00%	100.00% World wide
96233	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
166465	Booty 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

SCHEDULE A

Song #	Title	Artist	Writer	US % Collected	Territory (WW/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/Mawarka, 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
503843	Break You	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100.00%	100.00% WW
504561	Breathe	Blu Cantrell	Martin/Matlas/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
107603	Broken Vow	Josh Groban	Fabian/Afanasieff	100.00%	100.00% World Wide
496337	Brokenheartsville	Joe Nichols	Danieli/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
49842	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
200913	Butterfly	Mariah Carey	Carey/Afanasieff	50.00%	50.00% World Wide
825486	B.Y.O.B.	System Of A Down	Malakian/Tankian/Dolmayan/ Odadjian	100.00%	100.00% World Wide
646017	By The Time I Get To Phoenix	Glen Campbell	Webb	Sony/Lastrad 48.25%	48.25% World Wide
287769	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/Cunningham/Hudson/ Hooks	65.00%	65.00% World Wide
81898	Call and Answer	Barenaked Ladies	Duffy/Page	50.00%	50.00% Worldwide
605036	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
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	39.18%	39.18% World Wide
133747	Caught In The Middle	A1	Adams / Marazzi / Porter / Mitre	50.00%	50.00% Worldwide
451158	Center Of My heart	Lenny Kravitz	Martin/Burton/Phillips	33.34%	33.34% World Wide
38003	Chains Of Love	Erasure	Bell/Bell/Martin	100.00%	100.00% World wide
107860	Change Of Heart	Thema	Bule / Cobb	100.00%	100.00% Worldwide
	Cheated (To All The Girls I've Cheated On)	Jean Wydel	Jean/Hammond/White/Bailey/David/Robinson/Malpo/Haug/Obrien/Jackson/Mckay/Wright/Leibrand	20.00%	20.00% Worldwide
187791					
127184	Cheatin' On Me	50 Cent	Barnes/Olivier/Jackson/ Burruss/ Gates	33.34%	33.34% World wide
	Cheeky Song	Cheeky Girls	Kirtley/Samal/Howes	83.00%	836.00% World Ex. Portugal, UK, Spain
502672					
609545	Cherry Pie	J-Lo	Rooney, Kelly, Robinson, Lopez	25.00%	25.00% World
448384	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
	Chicago (That Toddling Sound)	Frank Sinatra	Fisher	100.00%	100.00% Worl excl. Belgium, France, Germany, Greece, Holland, Italy, So Africa, Spain, Turkey, UK
132050					
155696	Children of the Ghetto	Mary J. Blige	Amon/Amon	100.00%	100.00% World Wide
297778	Chillin	Modjo	Rodgers/Edwards/Destagnol, Trachart	20.00%	20.00% World Wide
815443	Chipmunk Song	Alvin & The Chipmunks		100.00%	100.00% World X Europe
	Chocolat - Vianne Sets Up Shop	Theme (Incidental Music)	Rachel / Portman	100.00%	100.00% Worldwide
119402					
129656	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	Cigarettes and Alcohol	Oasis	Noel Gallagher	100.00%	100.00% Worldwide
40519	Clair		O'Sullivan	100.00%	100.00% Worldwide
510513	Clarity	John Mayer	Mayer	100.00%	100.00% Worldwide
	Class Reunion (That Used To Be Us)	Lonestar	McDonald/Myers/Pirmmer	33.34%	33.34% World Wide
525305					
78268	Cleopatra, Queen of Denial	Pam Tillis	Tills/Dipiero/Buckingham	66.67%	66.67% World Wide
125911	Clint Eastwood	Gorillaz	Makromallis/Irie/Albarn/Hewlett	25.00%	25.00% World Wide
15859	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
508074	Cold	Crossfade	Ed Sloan	100.00%	100.00% World Wide
343165	Color of Love	Boyz II Men	Edmons	100.00%	100.00% World Wide
803836	Come A Little Closer	Dierks Bently	Bently / Beavers	100.00%	100.00% World Wide
131578	Come to Jesus	Mindy Smith	Mindy Smith	100.00%	100.00% World Wide

SCHEDULE A

Song Title	Artist	Writers	US % Collected	US % Territory (WW-World Wide) Delaware
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	50.00%	100.00% World Wide
3409941 Count On Me	Billy Gilman	Mann/Marvel	50.00%	50.00% 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
093 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
197330 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
Cruel Summer	Bananarama	Fahey / Woodward / Swain/ Jolley / Dallin	25.00%	25.00% Worldwide
58343				
831753 Cry	Lyle	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
Crying At The Discotheque	Alcazar	Rodgers / Edwards / Bard / Wolbeck / Goulos / Hansson	25.00%	25.00% Worldwide
119499				
237084 Daddy Cool	Boney M	Reyam/Farlam	100.00%	100.00% Worldwide
Darrien	DMX	Blackmon/Simmons/Smalls	50.00%	50.00% Worldwide
422700				
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
Dancin' In The Rain	Nicole C. Mullen	Nicole C. Mullen	33.34%	33.34% WW
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% US, Canada, British Isles, Ireland, Sweden, Denmark, Finland, Norway, Australia, Australasia, Italy, France
447616 Danger High Voltage	Electric 6	Spencer/Frezza/Nawara/ Selph/Martin	100.00%	100.00% World Wide
180507 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
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
09175 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 Orejia de Van Gogh	Montero/Benoges/Fernandez/Fuentes	100.00%	100.00% World Wide
550616 Diamond In The Back	Ludacris	DeVaughn/Bridges/Houston/ Beauregard	45.46%	45.46% World Wide
269262 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
519248 Dixie Rose Deluxe's	Trent Willmon	Heeney / Mitchel	50.00%	50.00% 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
Do You Know	Da Band	Jean/Golfin/Masser/Dupleiks/Hill/John/Stokes/Watson/Wiley/Charwin/Strouse/Hahra	15.00%	15.00% World Wide
548699				
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 Da/Hayward Do	6.50%	6.50% World Wide
509669 Domestic, Light and Cold	Dierks Bently	Bently / Beavers	100.00%	100.00% 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
227060 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
625066 Don't Rock the Jukebox	Alan Jackson	Jackson/Murrah/Stegall	50.00%	50.00% World Wide
10755 Don't Stop	ATB	A. Tannebergar	100.00%	62.50% World Wide
D1607 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

SCHEDULE A

Song ID	Title	Artist	Writers	US% Collected	US% Territory (WW=World Wide) Licensed
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' Done	Tracy Byrd	Phillips/Dearthard	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
518639	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
106388	Dusic	Brick	Brown/Hargis/Ranson	100.00%	100.00% World Wide
88577	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
528248	Encore	Jay-Z	Cates/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
446111	Endless, Helpless, Hoping	Josh Gracin	Krosser/Garrett	100.00%	100.00% World Wide
284650	Entre Tus Brazos	Alejandro Fernandez	Fernandez/Estrada	100.00%	100.00% World Wide
593996	Escapemones	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/Hons	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	Misaip/Mosely/Nestor/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
538615	Everything	Fefe Dobson	Dobson/Levine/McCollum	100.00%	100.00% World Wide
130248	Everything	Safri Duo	Frits/Savery	100.00%	100.00% World Wide
106555	Everything I Own	Bread	Gates, David A.	100.00%	100.00% World Wide
243868	Everything Is Everything	Lauryn Hill	Hill	100.00%	100.00% World Wide
146074	Everytime I Close My Eyes	Babyface	Edmonds	100.00%	100.00% World Wide
243824	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/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/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 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
526466	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
649174	Forgotten	Avril Lavigne	Kreviazuk/Lavigne	50% Sony/ATV Songs LLC	50.00% World Wide
11210	Fraggle Rock	Muppets	P. Raksam, D. Lee-D. Gilks?	100.00%	100.00% World Wide
	Free	DESTINY'S CHILD	Knowles/Rowland/Drewers/Garrett/Williams	splits are pending	
544540	French Kissing	Kenny Chesney	Chesney	100.00%	100.00% World Wide
74337	Friends In Low Places	Garth Brooks	Blackwell/Lee	50.00%	50.00% World Wide
133431	Fu-Gee-La	The Fugees	Wyclef / Hill / Michel / Mogier / 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

SCHEDULE A

Song ID	Song Title	Artist	Writer(s)	US % Collected	US % Territory (WW-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
600908	Get 2 Know Ya	??	Risto/Nugent/Bass/Grey/McCleod/Gerongco, Robert/Gerongco, Samuel	57.50%	28.75% World Wide
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% Wond Wide
133964	Get This Money	Jay Z & R Kelly	Dames/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	Dryant / 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
100161	Give Me One More Shot	Alabama	Rogers/Gentry/Owen	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
625330	Go	Common feat. John Mayer	Mayer/Lynn/Lewis/West	20.00%	20.00% World Wide
508002	Go Easy On Me	Lila McCann	Beeson/Collins	50.00%	50.00% World Wide
522806	God Is A DJ	Pink	Mann/Davis/Pink	90.00%	90.00% World Wide
600255	God Is Real	India Aire	arie/sanders/ramsey	25.00%	25.00% World Wide
127214	God, Family & Country	Craig Morgan	Morgan / Morris / McDaniel	33.34%	33.34% Worldwide
605404	God's Will	Martina McBride	Douglas/Dean	50.00%	50.00% Worldwide
525066	Goes Good With Beer	John Michael Montgomery	Beathard / Hill	50.00%	50.00% World Wide
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
100532	Goldfinger	Goldfinger	L. Dikousse, 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
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
77198	Good night Sweetheart	David Kersh	Lewis/Bourdeaux/Williams	100.00%	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
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/Dervine	50.00%	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
550219	Guitars and Tiki Bars	Kenny Chesney	Chesney, Dillon, Tamburino	66.67%	66.67% World Wide
623034	Ha Ha	Tamyra Gray	Walters/Dianoeniello/ 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	Mothewman, 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
447662	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

SCHEDULE A

	Title	Artist	Writers	US % Collected	US % Territory (WW=World Wide) Licensed
15577	Have You Forgotten?	Solar	Weeks, Malone, Moran	100.00%	100.00% World Wide
113567	Haunted	Poe	Danielewski Annie	58.00%	100.00% World Wide
324606	Have You Ever Been In Love	Celine Dion	Bagge, Laila/Bagge, Anders/Hall/Nichols/Astrom	5.00%	5.00% World Wide
53904	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	Kieviazuk/Lavigne	50% Sony/ATV Songs LLC	50.00% World Wide
595334	Headspring	LL Cool J	James Smith, Tim 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
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/Hunted	15.83%	15.83% Worldwide
447684	Hell of a Town/Prelude	Joe Jackson	Joe Jackson	100.00%	100.00% World Wide
60000	Hello Darlin'	Conway Twitty	Twitty	100.00%	100.00% Worldwide
83958	Hello Goodbye	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00% World Wide
60680	Hello Walls	Faron Young	Nelson	100.00%	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
76142	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	Caron feat Freddy Zeesky	C.Giles,E.Iles, V.Dabb,F.Visosky, L.Troutman, R.Troutman	33.34%	33.34% World Wide
200300	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
118052	Hey Pretty (lp version)	Poe	Danielewski Annie	50.00%	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
06950	HIT ME WITH YOUR BEST SHOT	PAT BENATAR	E.Schwartz	100.00%	100.00% Worldwide
110979	Hits From the Bong	Cypress Hill	Hurley/Wilkins/Muggerud/Freeze	50.00%	50.00% Worldwide
98482	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
614388	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/Temen/Rutherford	33%	33% World Wide
492325	Honesty (Write Me A List)	Rodney Atkins	Kent/Craft	50%	50% World Wide
83966	Honey Pie	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
138169	Honk If You Honky Tonk	George Strait	Dillon/Northrup/Mellons	33.34%	33.34% 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
503844	Hour Glass	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.	100.00%	100.00% WW
543091	House In California	Ketr Mo	Nicholson/Moore	50.00%	50.00% World Wide
451154	Hovi Baby	Jay Z	Edmonds/Carter	50.00%	50.00% World Wide
138077	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
100575	How Do You Fall In Love	Albama	R. Fowler/T. Gentry/R. Owen	100% Sony/ATV	100.00% World Wide
	How Do You Know	Gemini	Tommy Faragher, Nick Howard	100.00%	100.00% World Wide
549178	How Does It Feel	Avril Lavigne	Kieviazuk/Lavigne	50.00%	50.00% World Wide
133302	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
138951	How Was I To Know	Reba McEntire	Majeski/Russ/Smith	33.34%	33.34% World
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/Heaney	100.00%	100.00% 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
600683	Hush	LL Cool J feat. 7 Aurelius	Smith/Aurelius/Graham/Mims/Bushnell	35%	35.00% World Wide
631743	Hypothetically	Lyfo	Jennings	100%	100.00% World Wide
46500	I Always Get Lucky With You	Kenny Chesney	Whitson/Church/Powers	100.00%	100.00% World Wide

SCHEDULE A

Song ID	Title	Artist	Writer(s)	US % Collected	US % Territory (WW=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/Watters/Biancaniello)	33.34%	33.34% World Wide
85764	I Brake For Brunettes	Rhett Akins	Thomas Akins/Sandy Ramos	37.50%	37.50% 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/Bader/Jones/Grey	50.00%	50.00% World Wide
115834	I Can't Take You Anywhere	Scotty Emerick	Emerick/Keith	50.00%	50.00% World Wide
81357	I Could Fall In Love	Selena	Thomas	100.00%	100.00% Worldwide
255121	I Didn't Know My Own Strength	Lorne Morgan	Byrne / Bowles	25.00%	25.00% Worldwide
51875	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
151867	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/Dioguardi	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
615251	I Like the Way	Body Rockers	Dylan Burns / James Karyotakis	66.67%	66.67% World Wide
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 / Foliese / Foliese	33.33%	33.33% World ex. Italy
123633	I Melt	Rascal Flatts	Levow/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	Melsby	100.00%	100.00% World Wide
123053	I Need A Vacation	Rebecca Lynn Howard	Howard/Satcher	50.00%	50.00% 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
519325	I See Me	Travis Tritt	Beathard/Mohr	50.00%	50.00% 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
110056	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
110029	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
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
53761	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
50937	I Will Remember You	Sarah McLachlan	McLachlin/Egan/Morenda	40.00%	40.00% World excluding Canada
125458	I Wish I Didn't Miss You	Angie Stone	Martin / Matias / Hurt / McFadden / Whitehead	20.00%	20.00% Worldwide
484287	I Wonder Do You Ever Think Of Me	Kenny Chesney	Shafer	100.00%	100.00% World Wide
188752	I Wonder If Heaven Got A Ghetto (Hip Hop Version)	Tupac Shakur	Goodman Larry Darnell, Mc Dowell Derrick, Shakur Tupac Amaru, Trowbridge 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, Pfaler	85.50%	85.50% World Wide
	Ice Ice Baby	Vanilla Ice	Johnson/Van Winkle/Brown	8.66%	8.66% World Wide
45900					
106581	If	Bread	Gates David A	100.00%	100.00% World Wide
447340	If Heaven	Andy Griggs	Peters	100.00%	100.00% World Wide

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SCHEDULE A

196772	If I Needed Someone	Beatles	Harrison	100.00%	100.00% World Wide
449212	If I Never Stop Loving You	David Kersh	Ewing / Keos	62.50%	62.50% 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
80208	If The Good Die Young	Tracy Lawrence	Nelson/Wiseman	12.50%	12.50% 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
	If You Ever Stop Loving Me	Montgomery Gentry	Shapiro/Diplero/Rutherford	66.67%	66.67% World Wide
527462					
527462	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
99468					
	If You Loved Me	Tracy Lawrence	Nelson / Shapiro	50.00%	50.00% Worldwide
51595					
	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
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
550259	I'll Never Do Better Than You	George Canyon	Clint Daniels/Martin, Tony	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	Quailes/Smalls/Williams/Davis	25.00%	25.00% World Wide
119309	I'm A Thug	Trick Daddy	Venhoy/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	50.25%	50.25% World wide
187204	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
237724	I'm Gonna Miss You	Milly Vanilly	Kawolf/Bischof-Fallenstein/Farian	100.00%	100.00% 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		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
78005					
	I'm Your Baby Tonight	Whitney Houston	L.A. Reid, Babyface	62.50%	62.50% World Wide
27848					
	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	Ylönen,Lauri/Heinonen,Eero/Rantasal	100.00%	100.00% World Wide
289714	In My Lifetime	Jay-Z	Romeo/Burks/Browne/Carlet	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
68345	In The Summertime	Mungo Jerry	Ray Dorset	50.00%	50.00% World Wide
505212	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
449638	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, Odadjian, Dolmayan	100.00%	100.00% World Wide
135133	Innocent	Our Lady Peace	Coutts/Makda/Taggart	100.00%	100.00% World Wide
29519	Insatiable	Darren Hayes	Hayes / Alanasieff	50.00%	50.00% Worldwide
82237	Inside Out	Trisha Yearwood	Adams / Peters	100.00%	100.00% Worldwide
99447	Is Anybody Home	Our Lady Peace	Maida/Lanni	50.00%	50.00% Worldwide
503758	Island Boy	Kenny Chesney	Chesney, Vassar, Tambourino	33.34%	33.34% World Wide
	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

SCHEDULE A

Song #	Title	Artist	Writers	US % Collected	% (US & Territory (WW-World Wide) Licensed Society
501148	It's Getting Better All the Time	Brooks & Dunn	Cook/Bowman	100.00%	100.00% Worldwide
24852	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
7374	It's Only Make Believe	Conway Twitty	Twitty/Nance	100.00%	100.00% World Wide
340921	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
451020	Jamas	Cox	Camilo Blanes	100.00%	100.00% World Wide
450461	Jambalaya	Hank Williams	Hank Williams	50.00%	50.00% 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	Griffen	100.00%	100.00% World Wide
116727	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
185774	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%	87.50% 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 Wolde
38085	Just Can't Get Enough	Depeche Mode	V. Clarke	100.00%	100.00% World Wide
89776	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/Hoff/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, Young Robinson, Snead, Anderson	25.00%	25.00% World Wide
167990	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
330838	Ketchup Song	Las Ketchup	Ruiz/Benito	100.00%	100.00% World Wide
109219	Key Lamo	Bertie Higgins	Higgins E Elbert Joseph/Limbo Sonny	75.00%	75.00% World Wide
530123	Key Lime Pie	Kenny Chesney	Chesney, Anderson, Cannon	33.34%	33.34% World Wide
527941	Kill Myself	Tim McGraw	Diplero, Smith, Terry	33.34%	33.34% World Wide
67111	Killing Me Softly With His Song	Roberta Flack; Fugees	Fox Charles/Gimbel Norman	50.00%	50.00% WORLD EXCLUDING THE UNITED KINGDOM, AUSTRALIA, SPAIN, PORTUGAL AND SOUTH AFRICA
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
150556	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 Joan, 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 / Tranchant	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
51688	Landslide	Dixie Chicks	Stevie Nicks	100.00%	100.00% World Wide
59409	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
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/Auryueng	10.00%	10.00% World Wide
80068	Lesson In Leavin'	Jo Dee Messina	Brent Maher/Randy Goodrum	50.00%	50.00% World Wide
249386	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
444110	Let Them Be Little	Billy Dean	Dean / McDonald	50.00%	50.00% World Wide
500003	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
00202	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

SCHEDULE A

	Title	Artist	Writers	US % Collected	US % Territory(WW-World Wide) Licensed
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
	Little Ditty	Tom T. Hall/Alan Jackson	Hall	100.00%	100.00% World Wide
440649					
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	
112399	Living And Living Well	George Strait	Martin / Nesler / Shapiro	58.33%	58.33% Worldwide
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 Valentine	Randolph / Spencer / Smith / Milsap / Spencer / Johnson	50.00%	50.00% World Wide
129988	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					
114345	Look At Us	Craig Morgan	Morgan/Cannon/Bastian	66.67%	66.67% World Wide
599802	Lose My Breath	Destiny's Child	Jerkins/Garrett/Knowles/Rowland,M. Williams/Jerkins III/ Daniels, Carle	24.16	24.16% World Wide
109034	Losing Lisa	Ben Folds	Ben Folds, Fraily Hynes	95.00%	95% World Wide
825472	Lost In Hollywood.	System of a Down	Tankian / Malakian	100.00%	100% World Wide
589666	Lot Of Lovin' Left To Do	Dierks Bently	Bettley/Ruttan/Beavers	100.00%	100% 100
	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/Kais	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
59351	Love's The Only House	Martina McBride	Douglas / Cason	50.00%	50.00% Worldwide
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
130791	Luchini	Camp Lo	Randolph / Spencer / Smith / Wallace / Wilds / Willis	50.00%	50.00% World Wide
82909	Lucille	Kenny Rogers	Dowling 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
519457	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
237886	Ma Baker	Boney M	Jay/Rajem/Farian	100.00%	100.00% World Wide
631762	Made Up My Mind	Lyle	Jennings	100.00%	100.00% World Wide
60675	Madman	Silverchair	Johns	100.00%	100.00% World wide
550352	Magic	Kenny Chesney	Chesney	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					
100570	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
487555	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
265750					
002066	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
84006	Martha My Dear	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
553385	Mass Destruction	Faithless	Fraser / Bentovim / Armstrong / Nui	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
594106	Me and Charlie Talking	Miranda Lambert	Lambert / Lambert/Little	33.34%	33.34% 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
	Meet In The Middle	Diamond Rio	Hardford/Phimmer/Foster	33.34%	33.34% World Wide
25094					
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

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SCHEDULE A

Song No.	Title	Artist	Writer	US % Collected	US % Territo(WW-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
340920	Moment Like This	Kelly Clarkson	Reid/Bonson	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/Soja	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
4003	Mountain Dew	Willie Nelson	Wiseman/Lunsford	50.00%	50.00% 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
113833	Move Somethin'	LL Cool J	James Smith/Johnson	pending	pending
244779	Movin Melodies	ATB	Tenneberger	100.00%	100.00% World Wide
827752	Movin On Without You	Utada Hikaru	Hikaru	100.00%	100.00% World Wide
229003	Moving Pictures	Fall Out Boy	Peter Wentz, Patrick Stumph, Joseph Trohman	100.00%	100.00% World Wide.
451662	Mr. Big (Man)	The Kinks	Ray Davies	100.00%	100.00% USA and Canada Only
51164	Mr. Mom	Lonestar	Herbin/Ron/McDonald/Primmer/Don	33.34%	33.34% World Wide
111806	Muppet Show Theme	Muppets	Henson; Pottle	100.00%	100.00% World Wide
631609	Murder Was The Case	Snoop Dogg	Young/Trawick/Griffin/Dorsdus/Arnaud	37.50%	37.50% World Wide
208896	Must Be Nice	Lyfe Jennings	Jennings	100.00%	100.00% World Wide
103251	My All	Mariah Carey	Carey/Afanasieff	50.00%	50.00% World Wide
540975	My Baby You	Marc Anthony	Afanasieff, Walter N., Muniz, Mark A.	100.00%	100.00% World Wide
448263	My Buddy	G-Unit	Brown/Jackson/Lloude/Morricone/Ausar	16.67%	16.67% Worldwide
304081	My Front Porch Looking In	Lonestar	McDonald/Myers/Primmer	33.33%	33.33% World Wide
106898	My Give A Damn Is Busted	Jo Dee Messina	Diffe/Shapiro/Martin	58.34%	58.34% World Wide
515813	My Heart Is Lost In You	Brooks & Dunn	Beavers/Harrington	50.00%	50.00% World Wide
631765	My Last Name	Dierks Bentley	Bentley/Allen	50.00%	50.00% World Wide
157243	My Life	Lyfe	Jennings	100.00%	100.00% World Wide
95602	My Love Is Your Love	Mary J. Blige	Ayers/Blige/Combs/Dehvalle/Thompson	6.25%	6.25% World Wide
22100	My My My	Whitney Houston	Jean Nel Wyckel/Duplessis	75.00%	75.00% World Wide
28325	My Next Broken Heart	ARMAND VAN HELDEN	Edmunds, Simmons	65.62%	65.62% WW
125569	My Oedipus Complex	Brooks & Dunn	Cook/Dunn/Brooks	100.00%	100.00% World Wide
537908	My Song	Kid Rock	Peterz/ Ritchie	5.00%	5.00% World Wide
593993	Nada Personal	Ricky Fante	Deutsch/Fante/Harris/Kats	60.00%	60.00% Worldwide
540480	Nas Angels...The Flyest	Marc Anthony	Estefano/Anthony/Reyes	100.00%	100.00% World Wide
116500	Nasty Girl	Nas	Jones/Williams/Hugo	16.66%	16.66% World Wide
315514	Needles	Destiny's Child	Knowles/ Dent / Brassi / Hackett	30.00%	30.00% Worldwide
28523	Neon Moon	System of a Down	Malakian, Tankian, Odadjian, Dolmayan	100.00%	100.00% Worldwide
483370	Never Been Unloved	Brooks & Dunn	Dunn	100.00%	100.00% World Wide
116608	Never Gonna Give You Up	Michael W. Smith	Smith/Kirkpatrick	50.00%	50.00% World Wide
76464	Never Gonna Let You Go	Rick Astley	Stock/Aitken/Waterman	33.34%	33.34% World wide
84222	New York City	Faith Evans	Edmonds/Thomas	40.00%	40.00% Worldwide
102600	New York Groove	John Lennon	Lennon	100.00%	100.00% Worldwide
109693	Niggas Ain't S**t	Ace Frehley	Ballard	100.00%	100.00% Worldwide
422701	Niggaz Done Started Something	Trina/Dr. Dre	Young/Curry/Wolfe/Taylor/ Beasley/Broadus	18.75%	18.75% World Wide
291152	No Matter What They Say	DMX	Blackman/Betha/Styles/Simmons/Jacobs/Phillips	50.00%	50.00% World Wide
597282	No Me Quiero Enamorar	Li'l Kim	Rogers, Thompson, Barrier, Byrd, Jones, Feliciano, Edwards, Henson, Archer, Beavers, Taylor, Hill, Joyner, Griffin	10.00%	10.00% World Wide
512289	No Me Tortures	Kalimba	Domm, Oceransky, Berral	50.00%	50.00% World Wide
38833	No More Mr. Nice Guy	Daniel Rene	Pilato/Denny Lopez	35.00%	35.00% Worldwide
	No One Else In The Room	Alice Cooper	Cooper/Bruce	100.00%	100.00% World Wide
76525	No One Else On Earth	Nas		SPLITS PENDING	
77827	No Place That Far	Wynonna	Colucci / Harris / Lorber	41.67%	41.67% World Wide
84013	No Reply	Sara Evans	Evans/Martin/Shapiro	91.66%	91.66% Worldwide
	No Shelter	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00% World Wide
77879	No Shoes, No Shirt, No Problems	Rage Against The Machine	Rocha / Commerford / Morello / Wilk	100.00%	100.00% Worldwide
405972	No Such Thing	Kenny Chesney	Beathard	100.00%	100.00% World Wide
127595	Nobody Ever Died of A Broken Hear	John Mayer	Mayer/Cook	85.00%	85.00% World Wide
290370	Norwegian Wood (This Bird Has Flown)	Cowboy Crush	Terry Radigan/Kenny Greenberg/Walter Wilson	33.34%	33.34% World Wide
84014	Not Gon' Cry	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
55740	Not On Your Love	Mary J. Blige	Edmonds	87.50%	87.50% Worldwide
130024	Not Me	Jeff Carson	Martin /Wilson / Martin	20.84%	20.84% Worldwide
519924	Not That Kind of Girl	Kenni Thomas	Thomas, Montana, Maher	33.34%	33.34% World Wide
197449	Nothing Even Matters	JoJo	Fusari / Belewa / Falonta	25.00%	25.00% Worldwide
243892	November	Lauryn Hill	Hill	100.00%	100.00% World Wide
423981	Now You've Got Something To Die For	Emerson Drive	James, Petraglia	50.00%	50.00% World Wide
593841	Nowhere Man	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.	100% Sony/ATV Songs LLC	100.00% WW
84018		Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00% World Wide

SCHEDULE A

Song ID	Song Title	Artist	Writers	% Owned	% Territory/WW World Wide) Licensed
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
007596	Ob La Di Ob La Da	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00% World Wide
318897	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
448596	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
549081	Oklahoma-Texas Line	Rascal Flatts,M.Bright,M.A	Rascal Flatts	100.00%	100.00% Worldwide
81908	Okie From Muskogee	Merle Haggard	Powers, Haggard	100.00%	100.00% World Wide
505527	Old Blue Chair	Kenny Chesney	Chesney	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
504432	One Believer	Diamond Rio	Marc Beeson, Don Pfrimmer, Mike Reid	33.34%	33.34% 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	Makdad,anni	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	Sony/ATV Songs LLC / Ninth Street Tunnel 16.67%	16.67% WW
	One Night Stand	Mistecq	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
112888	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
504336	Open Season on My Heart	Tim McGraw	Corwell, Slater	50.00%	50.00% 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
504387	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/Vorges	50.00%	50.00% World Wide
127507	Peaceful World	John Mellencamp	Mellencamp	100.00%	100.00% Worldwide
49106	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
528085	Per Te	Josh Groban	Afanasieff/Groban/Marnangell	25.00%	25.00% World Wide
	Perfect	Snoop Dogg	Broadus/Williams/Hugo/Adu/St.John	25.00%	25.00% World Wide
138099	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
606601	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	Truitinger/Cosgrove/Clark	3333.00%	33.33% Worldwide
183546	Piece Of My Heart	Janis Joplin	Berns/ Ragavoy	16.67%	16.67% World Wide
146606	Pienso En Ti	Shakira	Mebarak/ Ochoa	100.00%	100.00% World Wide
95629	Piggy In The Middle	Beatles	Lennon / Mccartney	82.08% Sony, 17.92% EMI	100.00% World Wide

SCHEDULE A

Song	Title	Artist	Writer(s)	US % Licensed	US % Territory (WW-World Wide)
118573	Play	J-LO	Cory Rooney A Dagge, 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
546517	Pocahontas Proud	Gretchen Wilson	Wilson/Rich/McGehee	33.34%	33.34% 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
	Pop Lockin'	Silkk The Shocker	Troutman/Troutman/Hocks/ Hudson/Broadus/Spillman/ Miller/Brooks	Sony/Lastrada 37.5	37.50% World Wide
125090	Possession	Sarah McLachlan	McLachlan	100.00%	100.00% World X Canada
617120	Poster Girl	Backstreet Boys	Mann/Bahnicke/Tromberg	60.00%	50.00% World Wide
138853	Power of a Dream	Celine Dion	Edmons/Foster/Thompson	33.34%	33.34% World Wide
626494	Powerless (Say What You Want)	Nelly Furtado	Eaton/West/Furtado/ Horn/Dudley/ McLaren	28.68%	28.68% 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
4861					
54541	Pump Pump	Snoop Dogg	Mollik/Broadus/Young	50.00%	50.00% Worldwide
	Pure and Simple	Hear' Say	Clarkson / Hawes / Kirtley	33.34%	33.34% Worldwide
534809					
80682	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	Harris/Adams/Jeffries	100.00%	100.00% World Wide
	Put Your Hands Where My Eyes Ca	Busta Rhymes	Sealz/Smith	50.00%	50.00% World Wide
450185	See				
599665	Quarterback	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 Llore	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	Schul/Heutter/Schneider	100.00%	100.00% World Wide
523033	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 CAS 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
51606	Rhiannon	Fleetwood Mac	Stevie Nicks	100.00%	100.00% World Wide
612919	Rich Girl	Gwen Stefani	Kreviazuk/Stefani/Dioguardi/Aliazano	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	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
	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	Clara	Spencer, Miles, Harris	25.00%	50.00% World
774815	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
595350	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
506748	Run, Run, Run	Ryan Tyler	Powell/Davis/Kaylo	33.34%	33.34% World Wide
211945	Salome	Cheyenne	Salgado	100.00%	100.00% World Wide
132109	Same Old Brand New You	A1	Adams/Ingerbigdson/Read/Foster	50.00%	50.00% World Wide

SCHEDULE A

				US Collected	Licensed Territory/WW-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
82815	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
315318	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	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
480938	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/Willier	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
37618	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	
334368	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
119260	She Couldn't Change Me	Montgomery Gentry	Nichilson/ Knight	50.00%	50.00%	World wide
631756	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
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
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	Namore	100.00%	100.00%	World Wide
118570	She'll Leave You With A Smile	George Strait	Knowles/Blackmon	50.00%	50.00%	World Wide
304065	She'll Leave You With A Smile	George Strait	Knowles/Blackmon	50.00%	50.00%	World Wide
496181	Sherry's Living in Paradise	Kenny Chesney	Chesney, Mitchel	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
550379	She's From Boston	Kenny Chesney	Chesney, Tamburino	50.00%	50.00%	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
100359	Ships That Don't Come In	Joe Diffie	Gibson / Nelson	50.00%	50.00%	Worldwide
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 / Halgeir	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
78705	Silence	Delerium	Leeb/Fuller/McLachlan	50.00%	50.00%	World ex Canada
197900	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
118068	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
447666	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	Parsnold	Horrocks, Millard, Rowe	66.66%	66.66%	World Wide
37820	So Emotional	Whitney Houston	Steinberg/Kelly	100.00%	100.00%	World Wide
518380	So Gone	Monica	Eliot/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	Enqriquez / Erickson /Hermansen /Rustan	30.00%	30.00%	Worldwide

SCHEDULE A

Song Part Title	Song Title	Artist	Writer(s)	US % Collected	US % Territory (WW-World Wide) Licensed
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
	Some Days You Gotta Dance	Dixie Chicks	Johnson/Morgan	18.75%	18.75% World Wide
99863					
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
64163	Somebody's Gonna Love You	Lee Greenwood	Cook/VanHoy	50.00%	50.00% Worldwide
114845	Someone To Love You	Ruff Endz	Rooney	100.00%	100.00% Worldwide
	Somethin In The Water	Jeffrey Steele	Dipiero / Anderson / Steele	33.33%	33.33% Worldwide
99463					
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
516850	Somewhere Between Texas and Mexico	Pat Green	T.Summar,I.Kelley	50.00%	50.00% Worldwide
619547	Somewhere Else	Razorlight	Johnny Borrell	100.00%	100.00% World Wide
696399	Somewhere In the Sun	Kenny Chesney	Chesney, Holt, Tucker, Hobby	25.00%	25.00% 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
511300	Songs About Rain	Gary Allen	Rose/McLaughlin	62.50%	63% World Wide
80176	Sorry Suzanne	Hollies	Anthony Gordon/Stephens Geoffrey	50.00%	50.00% World Wide
602064	Soul of a Sailor	Kenny Chesney	Chesney, Dillon, Emrick	66.67%	66.67% World Wide
	Squeeze Me In	Garth Brooks / Trisha Yearwood	Nicholson / McClinton	50.00%	50.00% Worldwide
50519					
20592	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 / Twing / 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/McJlendon/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
84983	Supermane'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
449642	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/McIlreth/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	58.25%	58.25% World Wide
638810	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
	Take You Home With Me aka Body	R. Kelly & Jay-Z	Kelly/Carter/Barnes/Olivier	50.00%	50
131978					
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
58781	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

SCHEDULE A

Song #	Title	Artist	Writer	US % Apple Hill	US % Tech/WW World Wide
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
105785	Temptations	Tupac Shakur	R. Troutman/L. Troutman/Murdock/Shakur/Clinton/Spradley/Harvey/Noble/Shider/	50.00%	50.00% World Wide
114428	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
448097	Tennessee Waltz	Patti Page	King, Stewart	100.00%	100.00% World Wide
526007	Texas Plates	Kellie Coffie	Coffey/James	50.00%	50.00% World Wide
75422	Texas Size Heartache	Joe Diffie	Wason / Turner	100.00%	100.00% Worldwide
54540	The Shizzit	Snoop Dogg	Young/Broadus	50.00%	50.00% World Wide
454073	Thank God For Kids	Kenny Chesney	Futch	100.00%	100.00% World Wide
507266	ThanAful	Kelly Clarkson	Thomas/Mason/Edmons/Clarkson	20.00%	20.00% World Wide
111151	That Ain't Gangsta	50 Cent	West/WillsJackson/Jackson	50.00%	50.00% World Wide
48156	That Ain't My Truck	Rhett Akins	Shapiro / Waters /Akins	47.50%	47.50% Worldwide
38254	That Ain't No Way To Go	Brooks & Dunn	Dunn/Brooks/Cook	100.00%	100.00% World Wide
131506	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/Normore	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
64105	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
68902	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
124191	The Coast Is Clear	Scotty Emerick	Lane/Emerick	75.00%	75.00% World Wide
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
593040	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
543460	The Girls 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
130148	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
497519	The Love Song	Jeff Bates	Bates/Beard/Beathard	33.33%	33.33% 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
133008	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/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
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
126438	The Sentinel	Theme	Cooper / Mariette	50.00%	50.00% Worldwide
125943	The Urban Theme	Muzze	Menard/Ragin	50.00%	50.00% Worldwide
631734	The Way I Feel About You	Lyfe	Jennings	100.00%	100.00% World Wide
540464	The World Needs a Drink		Beathard / Church	100.00%	100.00% Worldwide
517688	The Wrong Girl	Lee Ann Womack	Rose/McLaughlin	62.50%	62.50% World Wide
107819	Theme - Eastenders		May	100.00%	100.00% World Wide
113739	Theme - Freggles		Batsam	100.00%	100.00% World Wide
286010	Theme - King of Queens		Goldsmith Joshua/Gross Andrew/Yuspa Cathy	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
95721	There You Are	Martina Mcbride	Diplero / Sanders / Hill	33.33%	33.33% Worldwide
550381	There's Something Sexy About the Rain	Kenny Chesney	Chesney, Ewing	50.00%	50.00% 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/Lanni	5000.00%	50.00% Worldwide
127192	Think It's A Game	Jay-Z	Carter/ Easley/Green/Perkin/ Patrick/Tice	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
510238	This I Swear	Nick Lachey	Eriksen/Field	50.00%	50.00% WW

SCHEDULE A

Song Number	Title	Artist	Writer	US % Collected	US % Territory/WW World Wide
252839	This Life Forever	Jay-Z feat Missy Elliot	Shawn Carter/Yvonne Covay/William Jackson	23.13%	23.13% World Wide
445740	This Love	Leann Rimes	Rimes/Beeson/Collins	40.00%	40.00% World Wide
131103	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, 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
17646	Time After Time	Cyndi Lauper	Lauper/Hyman	50.00%	50.00% World Wide
549175	Together	Avril Lavigne	Kreviazuk/Lavigne	50% Sony/ATV Songs LLC	50.00% World Wide
500200	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
75211	Tonight	Sara Evans	Johnson/Baker	50.00%	50.00% 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/Barlos	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/Heuter	100.00%	100.00% World wide
80439	Transformers Theme	n/a	Kinder/Bryant	100.00%	100.00% World Wide
131260	Tribute To A Woman	Ginewine	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
213099	Tu	Shakira	Mebarak/Obrien	50.00%	50.00% World Wide
593998	Tu Amor Me Hace Bien	Marc Anthony	Estefano	100.00%	100.00% World Wide
158474	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	Garnett/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
117149	Video	India Arie	Broady/Hargle/Sanders/Simpson	60.00%	60.00% World Wide
	Vindicated	Dashboard Confessional	Christopher Carraba	16.67%	16.67% World Wide
134129	Viviendo	Marc Anthony	Anthony/Osorio/Villamizer	15.00%	15.00% World Wide
593987	Volando Entre Tus Brazos	Marc Anthony	Estefano/Reyes	100.00%	100.00% World Wide
496596	Walk A Little Straighter	Billy Currington	Beathard/Currington/Chanberlain	33.34%	33.34% World Wide
	Walk Away	Kelly Clarkson	Kreviazuk/Maida/Dioguardi/Clarkson	30.00%	30.00% World Wide
111008	Walk Like A Man	Tim McGraw	Douglas	100.00%	100.00% World wide
697019	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	Quailes/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 Its 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
208058	West End Girls	Pet Shop Boys	Tennant/Lowe	100.00%	100.00% World Wide
251170	What About Love?	Heart	Allen/Alon/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
208083	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
124715	What If	Babyface	Edmonds	100.00%	100.00% World Wide
127058	What If She's An Angel	Tommy Shane Steiner	Wayne D.	100.00%	100.00% Worldwide
507909	What Is Love	Vivian Green	Green/Osuntade/Sample/Robertson	33.33%	33.33% World Wide
590679	What Is It	EA Sid featuring Frontline	Shon Adams/Davood Asgari/Ameer Loggins/Mark Opleton	75.00%	75.00% World wide
137755	What It Ain't	Josh Turner	Monty/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

SCHEDULE A

Song ID	Title	Artist	Writer	% Collected	% Publishing Territory
131969	What The World Needs	Wynonna	James/Lamar	50.00%	50.00% World Wide
133836	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
336306	Whatever You Say	Martina Mcbride	Martin/Hill	37.50%	37.50% 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
	When Boy Meets Girl	Terri Clark	Clark/Walers / Shapiro	47.50%	47.50% Worldwide
51224					
43743	When Can I See You Again	Babyface	Edmonds	100.00%	100.00% World Wide
	When I Close My Eyes	Kenney Chesney	Musick/Springer	75.00%	75.00% World Wide
450132					
543487	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
109569	When It All Goes South	Alabama	Jarvis/Carnes/Carnes	33.34%	33.34% World Wide
131818	When The Sun Goes Down	Kenny Chesney	James	100.00%	100.00% World Wide
111529	When You Say You Love Me	Josh Groban	Scofield/Hammond	50.00%	50.00% World Wide
134200	When You Think Of Me	Mark Wills	Verges/James	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	Krevlezuk/Clarkson/Dioguardi	60.00%	60.00% World Wide
497114	Where the Girls Are	Billy Currington	Beathard/Chaberlain/Currington	33.34%	33.34% 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
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 Ridge	Brooks & Dunn	Brooks/Dunn/Cook	100.00%	100.00% World Wide
549178	Who Knows	Avril Lavigne	Krevlezuk/Lavigne	50% Sony/ATV Songs LLC	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 Ferte	Deutsch/Ferte/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
94384	Wired For Sound	Cliff Richard	Tarney/Robertson	50.00%	50.00% World Wide
	Wiring to Reach You	travis	Healy	100.00%	100.00% World Wide
62448	Wish You Were Here	Mark Wills	Anderson / Ewing / Moore	25.00%	25.00% Worldwide
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	Petree/Pinson	50.00%	50.00% World Wide
	Word	Beatles	Lennon / Mccartney	66.67% Sony, 33.33% EMI	100.00% World Wide
84060					
526763	World on Fire	Sarah McLachlan	McLachlan/Marchland	25%	25.00% Worldwide
38748	Written In The Stars	Rhonda Vincent	Majeski/Orrall	50.00%	50.00% World Wide
204743	Wrong Side Of Da Tracks	Artifacts	Anadon/Brown/Ray/Williams	50.00%	50.00% World Wide
	Xtacey Jones	Dru Hill	Qualles/Pearson/Ruffin/Woodard/Weatherspoon	30.00%	30.00% World Wide
447370					
443068	XXL	Keith Anderson	DiPiero, Anderson	50.00%	50.00% World Wide
540198	Y Que Va A Ser De Mi	Victoria	Roberto LM, 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
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
39837	You Ain't Seen Nothin' 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
508599	You Do Your Thing	Montgomery Gentry	Beathard/Hill	50% Sony/ATV Songs LLC	50.00% WW
450406	You Got It	Roy Orbison	Petty/Lynn/Orbison	25.00%	25.00% World Wide
106450	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
720690	You Really Got Me	The Kinks	Ray Davies	100.00%	100.00% US, Canada, & Mexico
80866	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

SCHEDULE A

Song	Title	Artist	Writer	US % Collected	US % Territory (WW 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
88482	You're Easy On The Eyes	Terri Clark	Shapiro / Waters / Clark	58.33%	58.33% Worldwide

EXHIBIT CO 0543

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

August 1, 2005

BLANKET RINGTONE LICENSE AGREEMENT

This ringtone license agreement (the "Agreement") is made and entered into as of August 1st, 2005 (the "Effective Date"), by and between SONY/ATV DISCOS MUSIC PUBLISHING LLC and SONY/ATV LATIN MUSIC PUBLISHING LLC, each a limited liability company, 605 Lincoln Road, Suite 303, Miami Beach, Florida 33139 (collectively hereinafter referred to as "Publisher" or "Sony"), on the one hand, and REDACTED, a REDACTED company (hereinafter, "Company").

WHEREAS, Publisher owns, controls and/or administers the rights in and to certain Compositions (as defined in Section 11 below) (the "Sony Catalog"); and

WHEREAS, Company desires to select certain Compositions from the Sony Catalog and incorporate them into Ringtones (as defined in Section 11 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, except as permitted by Publisher. 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, or any Approved Sublicensee, without Publisher's prior written consent, which consent shall not be unreasonably withheld or delayed.

(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, which shall not be unreasonably withheld, 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 Jorge Mejia, New Business Manager, Sony/ATV Discos Music Publishing LLC and Sony/ATV Latin Music Publishing LLC, 605 Lincoln Road, Suite 303, Miami Beach, FL 33139, Jorge_Mejia@latin.sonymusic.com.

2. COMPANY OBLIGATIONS

(a) Company agrees to comply with any and all reasonable 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 using 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 twenty (20) 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 in the near future, then Company will immediately, but in no event later than within seventy-two (72) 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 known server breaches and all known forms of "hacking" that expose the Ringtones to unauthorized access.

(d) Company shall, at Publisher's request, enable three (3) 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 Articles 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 Master Ringtone, Polyphonic Ringtone or Monophonic 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 General Ringtone License Fee"), provided that with respect to any such 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 such Ringtone is created using the same Composition, Company shall pay a Standard General Ringtone License Fee in respect of each such Ringtone.

(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 Ringtone License Fee"), provided that with respect to any Animated 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)(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 Ringtone License Fee in respect of each such Animated Ringtone.

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

(the "Brazil License Fee"; together with the General Ringtone License Fee and the Animated Ringtone 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 as promptly as practical 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 Articles 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.

(ii) In respect of each Composition set forth on Schedule A attached hereto intended for Sale in Brazil, 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 Standard 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 Article 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 sixty (60) 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 available 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-half percent (0.5%) 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 sixty (60) 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 utilization 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 two (2) 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(d)), 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 two (2) 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 ten percent (10%) 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 two (2) 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 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 expressly 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; 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.

Company warrants and represents that it shall cause, to the extent possible, 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 9(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 as promptly as practical 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 as promptly as practical 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 of this Agreement.

(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 Article 5 hereof.

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(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, which shall not be unreasonably withheld or delayed. 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, for all periods through and including June 30, 2005, all cash sums earned and received, and/or due and owing to, Company from all forms of exploitation of the Compositions authorized, permitted or sublicensed by Company including but not limited to a) any and all advertising revenue earned by Company from any web site or web page controlled by Company and upon which the Ringtones are featured; and b) the reasonable value of goods, services or credits received by Company from any source in lieu of cash payments for the exploitation of Ringtones licensed hereunder; and shall mean, for all periods on and after July 1, 2005 until the expiration of the Term hereof, (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 ~~V~~ 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, Perú, 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 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.

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IN WITNESS WHEREOF, the parties have executed this Blanket Ringtone License Agreement to be duly executed by their duly authorized officers as of the day and year first above written.

SONY/ATV DISCOS
MUSIC PUBLISHING LLC

SONY/ATV LATIN
MUSIC PUBLISHING LLC

By: _____

Name: James Kar

Title: V.P., B.A.

Date: 08/01/05

REDACTED

EXHIBIT CO 0544

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

July 29, 2005 Agreement

BLANKET RINGTONE LICENSE AGREEMENT

This ringtone license agreement (the "Agreement") is made and entered into as of July 29, 2005 (the "Effective Date"), by and between SONY/ATV MUSIC PUBLISHING LLC, a Delaware limited liability company, 550 Madison Avenue, New York, NY 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 hereby agree as follows:

1. GRANT OF RIGHTS/RESTRICTIONS/PROCEDURES

(a) Publisher hereby grants 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. 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 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 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.

(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) In the event a composer, songwriter or licensor of a particular Composition objects to the use of such Composition hereunder, Company agrees to withdraw or remove all such Ringtones within forty-eight (48) hours after Publisher notifies you of such objection.

(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, which Publisher may do for any reason or no reason at all; provided, however, that no third party is permitted to exploit the Composition as set forth hereunder, Company shall do so within ten (10) days after receiving notice of such request from Publisher.

(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 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.

(e) Company shall be solely responsible for obtaining all rights necessary to publicly perform the Ringtones, as well as all costs associated therewith.

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, 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; 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 sums, 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 and each Approved Sublicensee 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 and each Approved Sublicensee 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 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 and each Approved Sublicensee in connection with the Ringtone concerned; (vi) the period during which the Sale, transmission, download or 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 each Company and each Approved Sublicensee and for each region of the Territory.

(b) Omitted Without Implication.

(c) 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.

(d) 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.

(e) 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 itself, 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, and Publisher may make such an examination for a particular Ringtone Licensee Fee Report or Fixation Fee Report, as the case may be, only once. 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.

(f) For a period of 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.

(c) Upon Publisher's request, Company shall enable five (5) designated employees of Publisher to freely and without charge or expense receive Ringtones as an End User of a 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.

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 and each Approved Sublicensee 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 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, neither Company nor any 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 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; (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.

(viii) Company fails to accurately disclose to Publisher the number of Ringtones embodying the Compositions hereunder that have been fixed during any calendar quarterly accounting period;

(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) 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.

(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. For the avoidance of doubt, it is understood that if Company sublicenses Ringtones to an Approved Sublicensee, it is the Sale price of the Ringtone to the End User, and not the price paid by the Approved Sublicensee to Company, that shall determine the amount of Company Revenue payable hereunder.

(f) "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.

(g) "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, 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.

(h) "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. 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) "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.

(j) "Term" means the period specified in Article ~~8~~ 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 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: V.P. Bus. Affairs

Date: 8/10/05

REDACTED

EXHIBIT CO 0545

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

July 20, 2005 Agreement

BLANKET RINGTONE LICENSE AGREEMENT

This ringtone license agreement (the "Agreement") is made and entered into as of July 20, 2005 (the "Effective Date"), by and between SONY/ATV MUSIC PUBLISHING LLC, a Delaware limited liability company, 550 Madison Avenue, New York, NY 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 hereby agree as follows:

1. GRANT OF RIGHTS/RESTRICTIONS/PROCEDURES

(a) Publisher hereby grants 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. 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 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 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.

(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) In the event a composer, songwriter or licensor of a particular Composition objects to the use of such Composition hereunder, Company agrees to withdraw or remove all such Ringtones within forty-eight (48) hours after Publisher notifies you of such objection.

(c) In the event that Publisher shall request in writing that Company and each Approved Sublicensee cease exploiting any Composition pursuant to the rights granted hereunder prior to the expiration of the Term, which Publisher may do for any reason or no reason at all; provided, however, that no third party is permitted to exploit the Composition as set forth hereunder, Company shall do so within ten (10) days after receiving notice of such request from Publisher.

(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 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.

(e) Company shall be solely responsible for obtaining all rights necessary to publicly perform the Ringtones, as well as all costs associated therewith.

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 , 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; 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 sums, 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 and each Approved Sublicensee 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 and each Approved Sublicensee shall also send an accounting statement (the "Ringtone License 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 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 and each Approved Sublicensee in connection with the Ringtone concerned; (vi) the period during which the Sale, transmission, download or 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 each Company and each Approved Sublicensee and for each region of the Territory.

(b) Omitted Without Implication.

(c) 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.

(d) 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.

(e) 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 itself, 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, and Publisher may make such an examination for a particular Ringtone Licensee Fee Report, as the case may be, only once. 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.

(f) For a period of 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.

(c) Company shall enable five (5) designated employees of Publisher to freely and without charge or expense receive Ringtones as an End User of a 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.

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.

(i) (b) Company warrants, represents and agrees that (i) Company and each Approved Sublicensee 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 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, neither Company nor any 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 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; (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.

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(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.

(viii) Company fails to accurately disclose to Publisher the number of Ringtones embodying the Compositions hereunder that have been fixed during any calendar quarterly accounting period;

(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) 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.

(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. For the avoidance of doubt, it is understood that if Company sublicenses Ringtones to an Approved Sublicensee, it is the Sale price of the Ringtone to the End User, and not the price paid by the Approved Sublicensee to Company, that shall determine the amount of Company Revenue payable hereunder.

(f) "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.

(g) "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, 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.

(h) "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. 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) "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.

(j) "Term" means the period specified in Article ~~4~~ 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 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: 11/11/05

Date: V.P., A.A.

REDACTED

SCHEDULE A

Song #	Title	Artist	Lyric Writer/s	US % Collected	US % Term (WW World Wide)
631755	28 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
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, 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
110758	6PM	AB	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 Tige 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
67641	Ada	Sarah McLachlan	McLachlan/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/Hipert	100.00%	100.00% Worldwide
293948	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/Elozy	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/Kunupi/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	Kanye West	Hill/West	100.00%	100% World Wide
44501	All For Love (The Three Musketeers)	Bryan Adams	Adams/Lange/Kamen	56.33%	55% 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/Manasleff	50.00%	50.00% World Wide
606781	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
117889	Always Come Back To Your Love	Samantha Mumba	Eriksen / Rustan / Hermansen	33.34%	33.34% Worldwide
82680	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
593999	Amar Sin Mentiras	Marc Anthony	Estefano/Anthony	100.00%	100.00% World Wide
113567	Amazed	Poe	Danielewski Annie	80.00%	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
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
145497	Antologia	Shakira	Merbarak/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
96250	Army	Ben Folds Five	Ben Folds	100.00%	100% World Wide

SCHEDULE A

Song #	Title	Artist	Writers	US % Collected	% US % Territory (WW World Wide) Licensed
106076	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			
503927	Baby I Love U	Jennifer Lopez	Rooney/Lopez/Shaw/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	
126673	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
243369	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
625721	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
61936	Bama Lama Bama Loo	Little Richard	Penniman	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
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 NOW 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
65196	Believe In You	Amanda Marshall	Marshall / Bazilian	50.00%	50.00% Worldwide
272658	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
45687	Bitches Ain't Shit	Dr. Dre	Young/Brendus/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
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
28590	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
446367	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
35966	Boot Scootin' Boogie	Brooks & Dunn	Dunn, Ronnie G.	100.00%	100.00% World wide
168405	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	Booty'licious	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
118914	Born Slippy	Underworld	Smith/Hyde	100.00%	100.00% World Wide
111400	Born To Fly	Sara Evans	Evans/Hammer/Scott	33.34%	33.34% World Wide
504027	Born to Try	Delta Goodrem	Delta Goodrem/Mawsarra, Audius	100.00%	100.00% World Wide
315523	Bounce	System of a Down	Malakian, Tankian, Odadjian, 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
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
504561	Breathe	Blu Cantrell	Martin/Marias/Bemberry/ Bradford/Harris/Joiner/Mathers/ Aznavour	17.50%	17.50% World Wide
45152	Breathe Again	Toni Braxton	Edmonds	100.00%	100.00% World wide
62809	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
406337	Brokenheartsville	Joe Nichols	Daniels/Keos/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

SCHEDULE A

Song #	Title	Artist	Writers	US % Collected	US % Tenon/WW World Wide)
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
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	Quintes/Mosley/Howard	50.00%	50.00% World Wide
155408	California Love (remix)	Dr. Dre and Roger Troutman	Troutman/Troutman/Durham/Cunnighom/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/Oliver/Jackson/Myers	25.00%	25.00% World Wide
284543	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 / Morazzi / Porter / Mitra	50.00%	50.00% Worldwide
451168	Center Of My heart	Lenny Kravitz	Martin/Burton/Philips	33.34%	33.34% World Wide
38090	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
167791	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/Oliver/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	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%
155896	Children of the Ghetto	Mary J. Blige	Amoo/Amoo	100.00%	100.00% World Wide
287778	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	Chocodal - 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	Ciega Sordomuda	Shakira	Mebarak / Estefano	75.00%	75.00% World Wide
88081	Cigarettes and Alcohol	Oasis	Noel Gallagher	100.00%	100.00% Worldwide
40519	Clair		O'Sullivan	100.00%	100.00% Worldwide
619513	Clarity	John Mayer	Mayer	100.00%	100.00% Worldwide
525305	Class Reunion (That Used To Be Us)	Lonestar	McDonald/Myers/Prummer	33.34%	33.34% World Wide
76268	Cleopatra, Queen of Denial	Pam Tillis	Tillis/Dipiero/Buckingham	66.67%	66.67% World Wide
125911	Clint Eastwood	Gorillaz	Mekromalko/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	Melda/Lanni	100.00%	100.00% World Wide
596074	Cold	Crossfade	Ed Sloan	100.00%	100.00% World Wide
343165	Color of Love	Boyz II Men	Edmons	100.00%	100.00% World Wide
603838	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
113681	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
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. 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	Lyte	Jennings	100.00%	100.00% World Wide
342937	Cry Baby	Janis Joplin	Demsi/ 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 / Wolfbeck / Goulos / Hansson	25.00%	25.00% Worldwide
237984	Daddy Cool	Boony M	Reyam/Farian	100.00%	100.00% Worldwide
	Damien	DMX	Blackmon/Simmons/Smalls	50.00%	50.00% Worldwide
422700					
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%
447615	Danger High Voltage	Electric 6	Spencer/Frezza/Nawara/ Selph/Martin	100.00%	100.00% World Wide

SCHEDULE A

Song #	Title	Artist	Writers	US % Collected	US % Territory (WW-World Wide)
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
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
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/Broaddus	50.00%	50.00% World Wide
38420	Deep Cover	Dr. Dre	Dr. Dre/Wolfe/Broaddus	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
259262	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/Weber	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/Goffin/Mazzer/Dupleiss/Hill/John/Stokes/Watson/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 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
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
30057	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
105400	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. Tannebergar	100.00%	82.50% World Wide
101607	Don't Take The Girl	Tim McGraw	Johnson/Martin	87.50%	87.50% World Wide
519719	Don't Wanna Lose This Feeling	Dannii Minogue	Minogue/Alexandre/Trotlard/ 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/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, Jamron 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, Vargas, Mayo	25.00%	25.00% World Wide
349303	Drunk by myself	Nas	Jones /Barnes/Olivier/West	50.00%	50.00% World Wide
108388	Duele	Brick	Brown/Hargis/Ransom	100.00%	100.00% World Wide
80577	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/Chviles/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
593990	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/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

SCHEDULE A

Song #	Title	Artist	Written	US % Collected	US % Territo (WW-World Wide) Licensed
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	Safii Duo	Fritz/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, Hamilton, 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
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/Venney/Hill/Ronfa/ 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
518740	Fight Test	Flaming Lips	Stevens/Coyne/Fridmann/ Wins/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	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	Wyclef / Hill / Michel / Mogrier / 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
83940	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, Rowland	18.00%	18.00% 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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SCHEDULE A

Song ID	Title	Artist	Writer/Composer	US % Collected	US % Territ (WW 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	aria/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
77187	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
83962	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 Maa	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	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
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, 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	Kraviazuk/Lavigne	50% Sony/ATV Songs LLC	50.00% World Wide
595354	Headspring	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
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
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
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

SCHEDULE A

Song #	Title	Artist	Writers	US % Collected	US % Territory (WW=World Wide) Licensed
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
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
208701	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	Kroviazuk/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
611018	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	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	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	Dedingfield	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
51876	I Don't Want To Know	Fleetwood Mac	Stevie Nicks	100.00%	100.00% World Wide
37791	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
299701	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
103435	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 / Folese	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
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 - Partberg, -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
83969	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
109784	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/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
106018	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

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SCHEDULE A

Song #	Title	Artist	Writer(s)	US % Collected	US % Territory (WW World Wide) Licensed
53781	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
188752	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, Pfeter	85.50%	85.50% World Wide
45000	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
198772	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	Gordon / 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
99468	If You Tolerate This Your Children		Bradfield/Jones/Moore	100.00%	100.00% Worldwide
198709	Will Be Next	Manic Street Preachers			
549320	If You Walk Away	Fele 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
163569	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
116309	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	I'm Bad	LL Cool J	Smith/Simon/Ervin	56.25%	56.25% World wide
187294	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
130288	I'm Gonna Be Alright	Jennifer Lopez	Lopez/Rooney/Oliver/Cook/ Lapread	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
100757	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
91458	In My Life	Beatles	Lennon John/Mc Cartney Paul	100.00%	100.00% World Wide
91458	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	Ylonen/Rantasalmi/Heinonen/Halula	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
38704	In Your Room	The Bangles	Steinberg, Kelly, Huffe	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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SCHEDULE A

Song Title	Artist	Writer	US % Collected	US % Territory (WW-World Wide) Licensed
524128 Industry	Wyclef Jean	Jean/Duplessis/Whitherspoon/Riser/Dean	37.50%	37.50% World Wide
446303 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
89447 Is Anybocy 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 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, Dioguard	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				
167953 Jacking 4 Beats	Ice Cube	Baker/Barbatatice 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	Griffen	100.00%	100.00% World Wide
116727 Jezebel	Chely Wright	Hummon / Demarcus	50.00%	50.00% Worldwide
Jigga That Nigga	Jay-Z	Carter / Olivier / Barnes	33.34%	33.34% Worldwide
126643				
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	16.00%	33.33% World Wide
111335 JUMPIN' JUMPIN'	DESTINY'S CHILD	Elliot, Knowles, Moore, Alexander	50.00%	50% Worldwide
332222 JUSQUA ME PERDRE	Garou	ADAMS BRYAN, KENNEDY ELIOT JOHN	67.50%	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 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
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
Keep their heads ringin'	Dr. Dre	Brown, Chisholm, Cooke, Yound Robinson, Sneed, Anderson	25.00%	25.00% World Wide
52750				
167969 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 Large	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
158598 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/Muncz/Munoz	100.00%	100% World Wide
276686 La Bomba	King Africa	Zambrana,Fabio	100.00%	100.00% World Wide
244232 La Brisa	Queen	Francisco Manuel Ruiz Gomez	100.00%	100% World Wide
595291 La Locura	Yahir	Alejandro Jean, 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
83908 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
51586 Landslide	Dixie Chicks	Stevie Nicks	100.00%	100.00% World Wide
50469 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
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/Auyueng	10.00%	10.00% World Wide
249358 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
60202 Let's Make A Night To Remember	Bryan Adams	Adams/Lange	40.00%	40.00% World Wide
114809 Life	Our Lady Peace	Maida/Lanni/Tapper/Coutts	80.00%	80.00% Worldwide
278979 Life Goes On	The Kinks	Ray Davies	100.00%	100.00% USA and Canada Only

SCHEDULE A

Song Rvn Title	Artist	Writer/s	US % Collected	US % Territory (WW-World Wide) Licensed
62449 Life Turned Her That Way	Ricky Van Shelton	Howard	100.00%	100.00% World Wide
37701 Like A Virgin	Madonna	Kelly, Thomas F. , Steinberg, William E.	100.00%	100.00% World Wide
Lipstick	Alejandra Guzman	Child/Domaniewski/Greene/Guzman/Horovitz/Nguy	25.00%	25.00% World Wide
Little Ditty	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
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	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				
500802 Lose My Breath	Destiny's Child	Jerkins/Garrett/Knowles/Rowland,M. Williams/Jerkins III/ Daniels, Carte	24.16	24.16% World Wide
100034 Losing Use	Ben Folds	Ben Folds, Fraily Hymes	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
131873				
637911 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/Yrison	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
801917 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
801760 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/Dynum 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
500490 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
831762 Made Up My Mind	Lyle	Jennings	100.00%	100.00% World Wide
60678 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
617522 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
265759				
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	65.00%	65.00% World Wide
228018 Marmalade	System of a Down	Malakian, Tankian, Odadjian, Dolmayan	100.00%	100.00% World Wide
901188 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
653385 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
596617 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	Laminoga	100.00%	100.00% World Wide
84122 Mean Mr. Mustard	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00% World Wide
93303 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	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/Elofson	50.00%	50.00% World Wide
554458 Money Ain't A Thing	Jermaine Dupri	Arrington/Parker/Carter/Carter/Hankerson/Dupri	50.00%	50.00% World Wide

SCHEDULE A

Song #	Title	Artist	Writers	% Collected	% Territory (WW=World Wide)
167977	More Bounce	Heavy D.	Troutman, Myers	31.25%	31.25% World Wide
151955	More Bounce to the Ounce	Zapp	Troutman/Sajia	62.50%	62.50% World Wide
113353	More Than That	Backstreet Boys	Anders/Wannerberg/Jemberg	5667.00%	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
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/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
106898	My Heart Is Lost In You	Brooks & Dunn	Beavers/Harrington	50.00%	50.00% World Wide
631755	My Life	Lyle	Jennings	100.00%	100.00% World Wide
157243	My Life	Mary J. Blige	Ayers/Blige/Combs/Ochyale/Thompson	6.25%	6.25% World Wide
95602	My Love Is Your Love	Whitney Houston	Jean Rel Wycle/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 / 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	Tring/Dr. Dre	Young/Curry/Wolfe/Taylor/ Beasley/Broadus	18.75%	18.75% World Wide
422701	Niggaz Done Started Something	DMX	Blackman/Bethal/Styles/Simmons/Jacobs/Phillips	50.00%	50.00% World Wide
	No Matter What They Say		Rogers, Thompson, Barrer, Byrd, Jones, Feliciano, Edwards, Henson, Archer, Beavers, Taylor, Hill, Joyner, Griffin	10.00%	10.00% World Wide
291152		Uri Kim			
597292	No Me Quiero Enamorar	Kalimba	Domm, Oceransky, Bernal	50.00%	50.00% World Wide
512289	No Me Tortures	Daniel Rene	Piloto/Donny Lopez	35.00%	35.00% Worldwide
38033	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
	Not On Your Love	Jeff Carson	Martin /Wilson / Martin	20.84%	20.84% Worldwide
130024					
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/Norton/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 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
531493	O.G. Bitch	Esthero	Gerald Faton, 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
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
537008	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

SCHEDULE A

Song #	Title	Artist	Writer(s)	US % Collected (U	US % Territory (WW-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	Malda/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	Sony/ATV Songs LLC / Ninth Street Tunnel 16.67%	16.67% WW
	One Night Stand	Misteeq	Makel/ SE/ Rustan/ Hermansen/ Dixon/ Washington/ Nash	18.60%	18.66% World Wide
138143	One Nite Stand	Sarah Connor	Duplessis/Wydel/Connor/Fortuna	37.50%	37.50% World Wide
112588	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
598470	Ordinary	Train	Hendrickson, Monahan	12.50%	12.50% World Wide
101174	Other Chicks	Ciara	Harris, Spencer, Miles	50.00%	50.00% World Wide
331471	Our House	Crosby, Stills, Nash & Young	G. Nash	100.00%	100.00% World Wide
330810	Outro	Amerie	Mark Rooney, Rich Harrison, Amerie Rogers	40.00%	40.00% World Wide
611213	Outta The Way	The Vines	Nicholls	100.00%	100.00% World X Australia/New Zealand
64019	Paid the Price	Do or Die	Troutman, Troutman, Round, Round, West, Smith	18.75%	37.50% World
504367	Paperback Writer	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
127804	Paradise	LL Cool J	Barnes/Olivier/Smith/Jackson/ Rogers/Burke/Felder/Wright	50.00%	50.00% World Wide
524145	Part II	Method Man & Redman	Edmonds / Wilson / Sermon / Braxton / Noble / Smith	30% Sony/ATV Songs LLC / ECAF Music	30.00% Worldwide
329212	Party To Damascus	Wyclef feat. Missy Eliot	Jean/Duplessis/Elliot	60.00%	60.00% World Wide
522305	Pass The Courvosier	Busta Rhymes	Rodgers/Edwards/Muhammed/Tyler/Linzer/Taylor/ Fareed/Smith/Hugo/Woolard/Denny/Lamb/Randal	7.50%	7.50% World Wide
234780	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
338351	Paul Revere	Beastie Boys	Rubin / Horowitz / McDaniels / Simmons	10.00%	10.00% Worldwide
127507	Peace of Mind	Josh Gracin	James/Verges	50.00%	50.00% World Wide
49168	Peaceful World	John Mellencamp	Mellencamp	100.00%	100.00% Worldwide
91454	Pedro Navaja	Ruben Blades	Blades	100.00%	100.00% World Wide
	Penny Lane	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00% World Wide
138090	Perfect	Snoop Dogg	Broadus/Williams/Hugo/Adu/St.John	25.00%	25.00% World Wide
112007	Perfect	Sara Evans	Evans/Martin/Shapiro	100.00%	100.00% World Wide
501699	Perfect Gentleman	Wyclef Jean	Jean / Duplessis / Harris	45.00%	45.00% Worldwide
606891	Persuaders	N/A	Barry	100.00%	100.00% World Wide
38295	Peter Pan Overture		Kaczmarek	100.00%	100.00% World Wide
307794	Philosophy	Ben Folds Five	Folds	100.00%	100.00% Worldwide
447592	Piano	Glassjaw	Palumbo/Beck	100.00%	100.00% Worldwide
106713	Pickin' Wildflowers	Keith Anderson	Williams, Rich, Anderson	33.34%	33.34% World Wide
183545	Picture Perfect	Angela Via	Trullinger/Cosgrove/Clark	3333.00%	33.33% Worldwide
145506	Piece Of My Heart	Janis Joplin	Berns/ Ragavoy	16.67%	16.67% World Wide
95520	Pienso En Ti	Shakira	Merbarak/ Ochoa	100.00%	100.00% World Wide
118573	Piggy In The Middle	Beatles	Lennon / Mccartney	82.08% Sony, 17.92% EMI	100.00% World Wide
	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
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/ Iocks/ 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/Behnke/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

SCHEDULE A

Sony	Title	Artist	Writer	US Work	US & Terr	World Wide
	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						
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
634809						
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
450186	See					
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 Uoro	Sin Bandera	Garcia	100.00%	100.00%	World Wide
38282	Radar Love	Golden Earring	Koopmans/Hay	100.00%	100.00%	World Wide
237403	Radio Activity	Kraftwerk	Schult/Meutter/Schneider	100.00%	100.00%	World Wide
523033	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				
237969	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
337755	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
46419	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
51090	Rhiannon	Fleetwood Mac	Stevie Nicks	100.00%	100.00%	World Wide
612919	Rich Girl	Gwen Stefani	Kreviazuk/Stefani/Dioguardi/Aliazano	91.00%	5.00%	World Wide
512555	Ride	The Vines	Nicholls	100.00%	100.00%	World Wide
903444	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
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
448300	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	Salome	Chayanne	Salgado	100.00%	100.00%	World Wide
192169	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
260999						
	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/Kernedy	66.67%	66.67%	World Wide
62915						
505742	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
84028	Sergeant Pepper's Lonely Hearts Club Band	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
480638	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	Estebano/Reyes	100.00%	100.00%	Universe
54543	Serial Killa	Snoop Dogg	Arnaud/Brown/Middendorf/Broadus/Thomas/Willer	20.00%	20.00%	World Wide
68137	Sesame Street Theme	N/A	Raposo/Hart/Stone	Sony/ATV 50%	50.00%	World excluding Asian territories
149323	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

SCHEDULE A

Song	Title	Artist	Writer(s)	US % Collected	US % (Territory/WW-World Wide) (Licensed)
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/Sawan	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
631736	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
20524	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
133065	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	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	Eriksson / Hermansen / Haigek	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
434268	Siempre Hay Milagros	Myra	Kennedy/Sheyne	50.00%	50.00% World Wide
452035	Signs	Tesla	Emmerson	50.00%	50.00% World Wide
76705	Silence	Delerium	Leeb/Tucker/McLachlan	50.00%	50.00% World ex Canada
197908	Silent Murder	Nas	Browne / Jones / Roerp	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	Krevianuk/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
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	Pernold	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/ Ahmonud	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
113187	So In Love With Two	Mikaila	Engriquez / Erickson /Hermansen /Rustan	30.00%	30.00% Worldwide
177306	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
50068	Solitary Man	Hill	Diamond	100.00%	100.00% World Wide
67537	Solo En Ti	Enrique Iglesias	Clarke/Iglesias	93.75%	93.75% Worldwide
	Some Days You Gotta Dance	Dixie Chicks	Johnson/Morgan	18.75%	18.75% World Wide
99865					
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/Malda/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
51501	Starseed	Our Lady Peace	Malda/Lenni/Escrett/Lenni	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/Parton	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
109550	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, Odadjian, Dolmayan	100.00%	100.00% World Wide

SCHEDULE A

Song #	Title	Artist	Writer(s)	US % Collected	US % Timing(WW-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, Odadjian, 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, Odadjian, Dolmayan	100.00%	100.00% World Wide
228003	Suite Pee	System of a Down	Malakian, Tankian, Odadjian, Dolmayan	100.00%	100.00% World Wide
64983	Superman's Dead	Our Lady Peace	Makin/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
595409	Swing Life Away	Rise Against	Principe/McIlrath/Barnes/Chasse	75.00%	75.00% World Wide
613070	Switch	Will Smith	Smith/Dennett/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
536810	Take Me Away	Fefe Dobson	Dobson/Levine	100.00%	100.00% World Wide
63045	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
39936	Taking Care Of Business	BTO	Randy Bachman	100.00%	100.00% World Wide
624523	Talk	Coldplay	Schult, Huetter, Barlos,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
64780	Taxman	Beatles	Harrison	100.00%	100.00% Worldwide
64780	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
67800	Tell Me If You Want Me To	Groove Theory	Larrieux/Wilson/Brown	50.00%	50.00% World Wide
109312	Telluride	Tim McGraw	Cornelius/Vempes	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
64640	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
36254	That Ain't No Way To Go	Brooks & Dunn	Dunn/Brooks/Cook	100.00%	100.00% World Wide
131600	That's A Woman	Mark Wills	Jones/Rutherford	50.00%	50.00% World Wide
517620	That's What I Love About Sunday	Craig Morgan	Dorsey/Nemore	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
40020	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
114604	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 V./Campbell/ Adler C.,	100.00%	100.00% WW
298990	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		DeDoer / 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
130210	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/Spradley/Clinton/Shider/Ice Cube	45.00%	45.00% World Wide

SCHEDULE A

Song #	Title	Artist	Writer	US % Collected	US % Territory (WW-World Wide) Licensed
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	Muzze	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
187619	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/Vuispa 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	Makda/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
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	Till You Do Me Right	After 7	Edmons/Edmons/Edmons	75.00%	75.00% World Wide
17845	Time After Time	Cyndi Lauper	Lauper/Hyman	50.00%	50.00% World Wide
549175	Together	Avril Lavigne	Kreviazuk/Lavigne	50% Sony/ATV Songs LLC	50.00% World Wide
600266	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 Diffie	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/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
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
37636	True Colors	Cyndi Lauper	Steinberg / Kelly	100.00%	100.00% Worldwide
526491	Try	Nelly Furtado	West/Furtado	40.00%	40.00% World Wide
332052	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
150474	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
319011	Underneath Your Clothes	Shakira	Mebarak/Mendez	7500.00%	75.00% World
593620	Unreachable	Ashley Simpson	Simpson, Mann, Fox, Nevil, Fraser	20.00%	20.00% World Wide
	Up, Up And Away	5th Dimension	Webb	Sony/Lastrada	46.25% World Wide
53827	Upside Down	X3	Edwards / Rodgers	46.25% 50% Sony/ATV Songs LLC	50.00% Worldwide
593994	Valo la Pena	Marc Anthony	Estefano/Anthony	100.00%	100.00% World Wide
117148	Video	India Arie	Brosdy/Hargis/Sandom/Simpson	60.00%	60.00% World Wide
	Vindicated	Dashboard Confessional	Christopher Carrabe	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/Makda/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	Quailes/Williams/Fresh/Carter	12.50%	12.50% World Wide

SCHEDULE A

Sony #	Title	Artist	Writer	US % Collected	US % Control (WW 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
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 Reeves; 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
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/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/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
100707	Where You Are	Jessica Simpson	Watters/Blancaniello/ 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	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
549179	Who Knows	Avril Lavigne	Kreviazuk/Lavigne	50% Sony/ATV Songs LLC	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 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	Diplom / 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
509388	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/Venges	50.00%	50.00% World Wide
518080	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	Pelrce/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	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
443058	XXL	Keith Anderson	DiPiero, Anderson	50.00%	50.00% World Wide
540198	Y Que Va A Ser De Mi	Victoria	Roberto LM, 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
84063	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 Nothin' Yet	BTO	Randy Bachman	100.00%	100.00% World Wide
130124	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

SCHEDULE A

Song #	Title	Artist	Writer(s)	US % Collected	US % Territory (WW World Wide) Licensed
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
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, Barnett, Telusma, Baptiste, Campbell, Hutchinson	48.12%	48.12% World Wide

SCHEDULE A

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
168450	You Gots to Chill	EPMD	Sermon Erick S; Smith Parrish Joseff; Troutman Roger	31.25%	31.25% World Wide
129474	You Know That I Love You	Donnell Jones	Hawkins/Smith/Absolam	33.34%	33.34% World Wide
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548033	Your Pops Don't Like Me	Nick Cannon	Troutman, Smith, Simon, Jackson, Cannon, Barrett, Tokuma, Batiste, Campbell, Hutchinson	48.12%	48.12% World Wide

/E

E-mail Draft 7/20/05

david@deutschpc.com
06/17/2005 12:47 PM

To: Todd Ellis/NH/ATV-US/SONY@Sony_Music
cc:
Subject: Re: Ringtone license

Hi Todd,

Here's the info you need:

DMD Mobile Holdings, Inc.
275 Madison Avenue
6th Floor
New York, NY 10016

Territories: USA and Canada

Regards,
David

On 6/16/05 4:45 PM, "todd_ellis@sonymusic.com" <todd_ellis@sonymusic.com>
wrote:

>
> Hi David,
>
> Thanks for the e-mail. Here are our standard ringtone rates:
>
> Download: the greater of .10 or 10% of the end user download fee
> Performance: to be licensed by the PROs.
> Advance: $5,000
> Most Favored Nations with all other publishers
>
>
> In order for me to draft the license, I'll need the following information:
>
> Company address
> List of any sub-licensees (T-mobile, Cingular, Sprint, etc.)
> Territories covered
>
> Thanks.
>
>
> Todd Ellis
> Licensing Manager
> Sony/ATV Music Publishing
>
>
>
>
>
> Ellis/NH/ATV-US/SONY@Sony_Music
> david@deutschpc.com
>
> 06/16/2005 01:31 PM
>
>
>

To: Todd
cc:
Subject: Ringtone license

>
>
> Hi Todd,
>
> I represent a company called DMD Mobile Holdings, Inc. DMD Mobile
> Holdings, Inc. (www.hollamobile.com) is looking to sign a ringtone
> licensing agreement with Sony for polyphonic ringtones. They currently have
> agreements with the majority of the larger publishing houses and have
> agreements with many smaller publishers as well. They are committed to
> distributing ringtones only with the proper licensing agreements in place.
>
> Can you please let me know how we can proceed.
>
> Regards,
> David
>
>
>
>
>
> David M. Deutsch, Esq.
> The Law Offices of David M. Deutsch
> www.deutschpc.com
>
> ---
> e. david@deutschpc.com
> o: +1 212 880 2999
> m: +1 917 348 0285
> f: +1 212 658 9488
> 275 Madison Avenue
> 6th Floor
> New York, NY 10016
> ---
> The information contained in this mail message (and attachments) is
> confidential. If you are not the intended recipient, please delete all
> copies of this mail immediately.
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>

david@deutschpc.com
09/16/2005 12:28 PM

To: Todd Ellis/NH/ATV-US/SONY@Sony_Music
cc:
Subject: Re: Ringtone license - ***ADDRESS CHANGE!!!***

Todd,

I left out the floor in the address:

Our address is:
David M. Deutsch, Esq.
6th Floor
DMD Mobile Holdings, Inc.
275 Madison Avenue
New York, NY 10016

Again, thanks for your help. We're looking forward to working with you.

Regards,
David

On 7/20/05 4:39 PM, "todd_ellis@sonymusic.com" <todd_ellis@sonymusic.com>
wrote:

>
> Hi David,
>
> Sorry for the delay in getting back to you with the draft. Here is it
> below. Please look it over and let me know if you have any questions.
>
> If everything is OK, let me know. I'll then print out 3 copies and mail
> them to you for signature. Thanks.
>
> Todd
>
>
> (See attached file: DMD Mobile Holdings agt. 7.20.05.doc)
>
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>
>
>
> Ellis/NH/ATV-US/SONY@Sony_Music
>
> david@deutschpc.
> com
>
> 06/17/2005 12:47
> PM
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>
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To: Todd
cc:
Subject: Re: Ringtone license

> DMD Mobile Holdings, Inc.
> 275 Madison Avenue
> 6th Floor
> New York, NY 10016
>
> Territories: USA and Canada
>
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> David
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> wrote:
>
>>
>> Hi David,
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>> Thanks for the e-mail. Here are our standard ringtone rates:
>>
>> Download: the greater of .10 or 10% of the end user download fee
>> Performance: to be licensed by the PROs.
>> Advance: $5,000
>> Most Favored Nations with all other publishers
>>
>>
>> In order for me to draft the license, I'll need the following
> information:
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>> Company address
>> List of any sub-licensees (T-mobile, Cingular, Sprint, etc.)
>> Territories covered
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>> Thanks.
>>
>>
>> Todd Ellis
>> Licensing Manager
>> Sony/ATV Music Publishing
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>> 06/16/2005 01:31
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>> David M. Deutsch, Esq.
>> The Law Offices of David M. Deutsch
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>>
>> ---
>> e. david@deutschpc.com
>> o: +1 212 880 2999
>> m: +1 917 348 0285
>> f: +1 212 658 9488
>> 275 Madison Avenue
>> 6th Floor
>> New York, NY 10016
>> ---
>> The information contained in this mail message (and attachments) is
>> confidential. If you are not the intended recipient, please delete all
>> copies of this mail immediately.
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EXHIBIT CO 0546

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

July 4, 2005 Agreement

BLANKET RINGTONE LICENSE AGREEMENT

This ringtone license agreement (the "Agreement") is made and entered into as of July 4th 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 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

In consideration of the license granted to Company herein, Company shall pay to Publisher, as an advance against the royalties payable to us 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 "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 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. 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) "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, 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 ~~8~~ 3 herein. AK

(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 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 with a copy to

REDACTED

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: Denis Kent

Title: VP

Date: 8/12/05

REDACTED

EXHIBIT CO 0547

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

July 1, 2005 Agreement

BLANKET RINGTONE LICENSE AGREEMENT

This ringtone license agreement (the "Agreement") is made and entered into as of July 1, 2005 (the "Effective Date"), by and between SONY/ATV MUSIC PUBLISHING LLC, a Delaware limited liability company, 550 Madison Avenue, New York, NY 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 hereby agree as follows:

1. GRANT OF RIGHTS/RESTRICTIONS/PROCEDURES

(a) Publisher hereby grants 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. 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 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 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.

(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) In the event a composer, songwriter or licensor of a particular Composition objects to the use of such Composition hereunder, Company agrees to withdraw or remove all such Ringtones within forty-eight (48) hours after Publisher notifies you of such objection.

(c) In the event that Publisher shall request in writing that Company and each Approved Sublicensee cease exploiting any Composition pursuant to the rights granted hereunder prior to the expiration of the Term, which Publisher may do for any reason or no reason at all; provided, however, that no third party is permitted to exploit the Composition as set forth hereunder, Company shall do so within ten (10) days after receiving notice of such request from Publisher.

(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 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.

(e) Company shall be solely responsible for obtaining all rights necessary to publicly perform the Ringtones, as well as all costs associated therewith.

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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 , 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; 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 sums, 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 and each Approved Sublicensee 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 and each Approved Sublicensee 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 or 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 and each Approved Sublicensee in connection with the Ringtone concerned; (vi) the period during which the Sale, transmission, download or 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 each Company and each Approved Sublicensee and for each region of the Territory.

(b) Omitted Without Implication.

(c) 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.

(d) 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.

(e) 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(c), Publisher will have the right to examine itself, 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, and Publisher may make such an examination for a particular Ringtone Licensee Fee Report, as the case may be, only once. 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.

(f) For a period of 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.

(c) Company shall enable five (5) designated employees of Publisher to freely and without charge or expense receive Ringtones as an End User of a 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.

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 and each Approved Sublicensee 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 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, neither Company nor any 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 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; (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.

(viii) Company fails to accurately disclose to Publisher the number of Ringtones embodying the Compositions hereunder that have been fixed during any calendar quarterly accounting period;

(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) 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.

(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. For the avoidance of doubt, it is understood that if Company sublicenses Ringtones to an Approved Sublicensee, it is the Sale price of the Ringtone to the End User, and not the price paid by the Approved Sublicensee to Company, that shall determine the amount of Company Revenue payable hereunder.

(f) "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.

(g) "Ringtone" means an audible electronic codewhether or not 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 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.

(h) "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. 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) "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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(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

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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 Karl

Title: VP

Date: 6/10/05

REDACTED

SCHEDULE A

789	50.50.00	Lemar	emansen, T.E./Miller, M./Obika, Lemar/Rustan, H./Mikkel SE	12.50%	12.50%	World Wide
127808	93	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/McIlrath/Barnes/Wekkinald	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
110766	9PM	Ali G	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)	Therre	Calandrelli / Dun	100.00%	100.00%	Worldwide
137936	A Moment Like This	Kelly Clarkson	Ried/Eliasson	50.00%	50.00%	World Wide
130202	A New Day Has Come	Celine Dion	Mocolo/Nova	60.00%	40.00%	World Wide
131973	A Year At A Time	Kevin Denny	Wilson/Demarcus	100.00%	100.00%	World Wide
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
87841	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/Hueter/Hippert	100.00%	100.00%	Worldwide
117039	After All	Brett James	James/Davis	50.00%	50.00%	World Wide
293948	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
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
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	Sony/ATV Tunes LLC (ASCAP) 16.50%	16.50%	World Wide
86529	All I Want For Christmas Is You	Mariah Carey	Carey/Afanasieff	50.00%	50.00%	World Wide
448710	All My Exes Live In Texas	George Strait	Shafer	100.00%	100.00%	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%	SONY CONTROL WORLD EX FRANCE, BELGIUM, LUXEMBOURG WHERE MCA FRANCE CONTROLS FOR LIFE OF COPYRIGHT
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
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
1306	Anthem For the Year 2000	Silver Chair	Johns	100.00%	100.00%	World
689	Always Come Back To Your Love	Samantha Mumba	Eriksen / Rustan / Hermansen	33.34%	33.34%	Worldwide
52690	Always Never The Same	George Strait	McBride/Green	Sony/Atv Songs LLC dba Tree pub. 50% / Big Tractor Music 50%	50.00%	Worldwide
58938	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

SCHEDULE A

	Title	Artist	Writer	US % Certificate	Territory (WW/World Wide)
3999	Amar Sin Mentiras	Marc Anthony	Estefano/Anthony	100.00%	100.00% World Wide
3587	Amazed	Poe	Daniclewski Annie	60.00%	100.00% World Wide
426459	Amazin'	LL Cool J	Smith, Hugo, Williams	50.00%	50.00% World Wide
385539	America	Neil Diamond	Diamond	100.00%	100.00% WW
331278	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
48468	And Our Feelings	Babyface	Edmonds/Simmons	85.00%	85.00% World Wide
24475	And The Best Goes On	The Whispers	Shelby/Shockley/Sylvers/Smith	66.67%	66.67% World Wide
87832	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
145407	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	Walters/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
106078	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
	Ashes Of The Wake	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.	100% Sony/ATV Songs LLC	100.00% WW
593842					
523391	Augusta Rain (Georgia Rain)				
	Auld Lang Syne	Kenny G	Traditional arranged by Kenny G (Kenneth Bruce Gorelick), Walter Afanasieff	50.00%	50% Worldwide
105918					
503827	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
538294	Back Of The Bottom Drawer	Chely Wright	Rose/Wright	50.00%	50.00% 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
395721	Back When	Tim McGraw	Lynch, Stevens, Smith	33.34%	33.34% World Wide
2879	Bad Case Of Loving You	Robert Palmer	John Martin	100% Sony/ATV Songs	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% Sony/ATV Songs	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
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% Sony/ATV Songs	83.33% US & Canada
110314	Beautiful Goodbye	Jennifer Hanson	Hanson/Patton-Johnston	100.00%	100.00% World Wide
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/Mcginie/Garrett	100.00%	100.00% World Wide
131824	Beer For My Horses	Toby Keith/Willie Nelson	Emerick/Keith	50.00%	50.00% World Wide
496958	Beer Man	Trent Wilmon	Beathard/Wilmon	50.00%	50.00% World Wide
76449	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
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% Sony/ATV Songs LLC obo Sony Songs Canada / Metatune Inc	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.Oliver, S.J. Barnes/	splits are pending	
72759	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

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SCHEDULE A

1339	Bills, Bills, Bills	Destiny's Child	Knowles, Beyonce G.	Sony/ATV Tunes LLC o/b/o Beyonce Publishing, Kelendria Music Publishing & Letoya Music Publishing/Sony/ATV Tunes (ASCAP) 10%	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/Harris/Lewis	37.50%	37.50%	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, Schitz	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% Sony/ATV Songs LLC	100.00%	WW
448705	Blue Eyes Cryin' In The Rain	N/A	Rose	100.00%	100.00%	US, Canada, Central and South Am.
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
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	Booty Iicious	Destiny's Child	Nicks/Fusari/Knowles/Welsh /Moore	87.50%	87.50%	World wide
108535	Born Free	Roger Williams	Barry John/Black Donald	100.00%	100.00%	World Wide
110914	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
*04027	Born to Try	Delta Goodrem	Delta Goodrem/Mawarira, Audius	100.00%	100.00%	World Wide
5523	Bounce	System of a Down	Malakian, Tankian, Odadjunn, Dolmayan	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
537160	Brass Bed	Josh Gracin	James/McBride/Hughes	33.34%	33.34%	World Wide
98456	Brass Monkey	Beastie Boys	Rubin / Horowtz / Yauch / Diamond	50.00%	50.00%	Worldwide
593843	Break You	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100% Sony/ATV Songs LLC	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	Inx	Rooney/Spencer/Shelby	25.00%	25.00%	World Wide
107805	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
128225	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
67639	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
546917	By The Time I Get To Phoenix	Glen Campbell	Webb	Sony/Lastred 46.25%	46.25%	World Wide
287700	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/Cunningham/Hudson/ Hooks	65.00%	65.00%	World Wide
41898	Call and Answer	Barenaked Ladies	Duffy/Page	Sony ATV Tunes obo Sony Uk 50% /Treat Baker Music	50.00%	Worldwide
505008	Call Me	Fabulous	Barnes/Olivier/Jackson/Myers	25.00%	25.00%	World Wide
288543	Call On Me	ERIC PRYDZ	Sanders, Ramsey, Huggard	25.00%	25.00%	WW
027739	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

SCHEDULE A

Song ID	Title	Artist	Writer	US Co Admin	US Territory (WW=World Wide)
5743	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
819519	Cater 2 U	Destiny's Child	Knowles/Rowland/Walker/Rude/Williams/Jenkins	splits are pending	
133747	Caught In The Middle	Ali	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	Bute / Cobb	100.00%	100.00% Worldwide
	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
167791					
127184	Cheatin' On Me	50 Cent	Barnes/Olivier/Jackson/ Burruss/ Gates	33.34%	33.34% World wide
	Cheeky Song	Cheeky Girls	Kirtley/Semal/Hawes	83.00%	836.00% World Ex. Portugal, UK, Spain
502872					
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
	Chicago (That Toddling Sound)	Frank Sinatra	Fisher	100.00%	100.00% Worl excl. Belgium, France, Germany, Greece, Holland, Italy, So Africa, Spain, Turkey, UK
132650					
155696	Children of the Ghetto	Mary J. Blige	Amoo/Amoo	100.00%	100.00% World Wide
297776	Chilla	Modjo	Rodgers/Edwards/Destagnol,Trachart	20.00%	20.00% World Wide
515443	Chipmunk Song	Alvin & The Chipmunks		100.00%	100.00% World X Europe
	Chocolat - Vianne Sets Up Shop	Theme (Incidental Music)	Rachel / Portman	100.00%	100.00% Worldwide
119402					
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
88081	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
	Class Reunion (That Used To Be Us)	Lonestar	McDonald/Myers/Plimmer	33.34%	33.34% World Wide
25305					
3268	Cleopatra, Queen of Denial	Pam Tillis	Tillis/Dipiero/Buckingham	66.67%	66.67% World Wide
25911	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
150961	Clumsy	Our Lady Peace	Moida/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
131578	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
3409941	Count On Me	Billy Gilman	Mann/Marvel	50.00%	50.00% World Wide
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
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/Fisher/Mathers/Resto	75.00%	75.00% World
137330	Crazy On You	Heart	Wilson/Wilson/Fisher	50.00%	50.00% World Wide
168859	Crossover	EPMD	D. Gamson, E. Sermon, P. Smith, R. Troutman	40.00%	40.00% World Wide
	Cruel Summer	Bananarama	Fahey / Woodward / Swain/ Jolley / Dallin	25% Sony/ATV Tunes LLC obo Sony/ATV Music Publishing Uk Ltd.	25.00% Worldwide
58343					
342937	Cry Baby	Janis Joplin	Berns/ Meade	16.67%	16.67% USA
450364	Crying	Roy Orbison	Melson/Orbison	62.50%	62.50% US
	Crying At The Discotheque	Alcazar	Rodgers/ Edwards / Bard / Wolbeck / Goulos / Hansson	25.00%	25.00% Worldwide
118409					
237984	Daddy Cool	Boney M	Reyam/Farian	100.00%	100.00% Worldwide
	Damien	DMX	Blackmon/Simmons/Smalls	50.00%	50.00% Worldwide
422700					
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
	Dancin' In The Rain	Nicole C. Mullen	Nicole C. Mullen	33.34%	33.34% WW
1156	Dancin' Shagin' On The Boulevard	Alabama	Owen/Fowler/Gentry	100.00%	100.00% World Wide
149	Dang Me	Roger Miller	Miller	100.00%	100.00% US, Canada, British Isles, Ireland, Sweden, Denmark, Finland, Norway, Australia, Australasia, Italy, France
447616	Danger High Voltage	Electric 6	Spencer/Frezza/Nawara/ Seph/Martin	100.00%	100.00% World Wide
188507	Dangerously In Love	Beyonce	Knowles/McCalla	50.00%	50.00% World Wide
237409	Das Model	Kraftwerk	Schult/Hueter/Bartos	75.00%	75.00% World Wide

SCHEDULE A

Song No	Title	Artist	Writer(s)	US Collected	US % Territory (WW=World Wide) Licensed
19511	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	T.L.C	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
39061	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	Mohicho/Benegas/Fernandez/Fuentes	100.00%	100.00% World Wide
550615	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
46418	Diggin' On You	Babyface	Edmonds	100.00%	100.00% World Wide
1029	DIVORCE	Tammy Wynette	Babcock/Putman	100.00%	100.00% World Wide
519248	Dixie Rose Deluxe's	Trent Willmon	Heeney / Mitchel	50.00%	50.00% 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/Messer/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
213067	Donde Estan Los Ladrones	Shakira	Mebarak/Ochoa	75.00%	75.00% World
1091859	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
525068	Don't Rock the Jukebox	Alan Jackson	Jackson/Murrah/Stegall	50.00%	50.00% World Wide
110755	Don't Stop	AFB	A. Tannenberger	100.00%	82.50% 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/Troitard/ Joly/Khiri/Ronald	50.00%	50.00% World Wide
243889	DOO-WOP (THAT THING)	HILL,LAURYN	HILL,LAURYN	100.00%	100.00% World Wide
114835	Dot	DESTINY'S CHILD	Knowles/McCalla	62.50%	82.50% 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, Maunce 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/Dearthard	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, Vargas, Mayo	25.00%	25.00% World Wide
340003	Drunk by myself	Nas	Jones /Barnes/Olivier/West	50.00%	50.00% World Wide
108388	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
28582	Emotions	Mariah Carey	Carey/Cleveles/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
446111	Endless, Helpless, Hoping	Josh Gracin	Krosser/Garrett	100.00%	100.00% World Wide
284650	Entre Tus Brazos	Alejandro Fernandez	Fernandez/Estrada	100.00%	100.00% World Wide
583990	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
45494	Estoy Aqui	Shakira	Merbarak / Ochoa	100.00%	100.00% World Wide
753	Eternal Flame	Bangles	Steinberg/Kelly/Hoffs	66.67% Sony, 33.33% Bangophile music	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	Misap/Mosely/Nesion/Smith	pending	pending

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1860	Everybody Hates Me	Tim McGraw	Beathard, Hill	50.00%	50.00% World Wide
,939	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	Faith Dobson	Dobson/Levine/McCollum	100.00%	100.00% World Wide
130248	Everything	Safri Duo	Friis/Savery	100.00%	100.00% World Wide
106553	Everything I Own	Bread	Gates, David A.	Sony/ATV Tunes LLC (ASCAP)	100.00% World Wide
148074	Everytime I Close My Eyes	Babyface	Edmonds	100.00%	100.00% World Wide
243888	Everything Is Everything	Lauryn Hill	Hill	100.00%	100.00% World Wide
243894	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
517478	Extraordinary	Liz Phair	Phair/Edwards/Spock/Christy	25.00%	25.00% World Wide
652095	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% Sony/ATV Tunes LLC dba Portrait /Solar	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
42683	Father & Son	Boyzone	Stevens, Cat	100.00%	100.00% World Wide
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 Co 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% Sony / 33.33% Brocklyn Music	65.00% World Wide
516740	Fight Test	Flaming Lips	Stevens/Coyne/Fridmann/ Ivins/Drozd	75.00%	75.00% World Wide
537339	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
4777	Flamboyant	Pet Shop Boys	Tennant/Lowe	100.00%	100.00% World Wide
109018	Flower	Liz Phair	Phair	100.00%	100.00% World Wide
64544	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	Force	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% World Wide
51210	Froggie Rock	Muppets	P, Balsam, D. Lee-D. Gilla?	100.00%	100.00% World Wide
	Free	DESTINY'S CHILD	Knowles/Rowland/Drawers/Garrett/Williams	splits are pending	
544540	French Kissing	Kenny Chesney	Chesney	100.00%	100.00% World Wide
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
527400	Funeral Song	Rasmus	Yloenen/Rantasalmi/Heinonen/Hakala	100.00%	100.00% World Wide
20453	Gambler	Kenny Rogers	Schitz, Don	Sony/ATV Tunes LLC (ASCAP)	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
600998	Get 2 Know Ya	??	Ristol/Nugent/Bass/Grey/McCleod/Gerongco, Robert/Gerongco, Samuel	57.50%	28.75% 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
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 You 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	
030	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

SCHEDULE A

Song Code	Title	Artist	Writer(s)	Ins. Pct.	Pub. Pct.	Terr.
8317	Girl	DESTINY'S CHILD	Davis, Robinson, Knowles, Williams, Douthit, Rowland pending			
4694	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
100101	Give Me One More Shot	Alabama	Rogers/Gentry/Owen	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
447009	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
625330	Go	Common feat. John Mayer	Mayer/Lynn/Lewis/West	20.00%	20.00%	World Wide
598002	Go Easy On Me	Lila McCann	Beeson/Collins	50.00%	50.00%	World Wide
522809	God Is A DJ	Pink	Monn/Davis/Pink	90.00%	90.00%	World Wide
500255	God Is Real	India Aire	aire/sanders/ramsey	25.00%	25.00%	World Wide
127214	God, Family & Country	Craig Morgan	Morgan / Morris / McDaniel	33.34%	33.34%	Worldwide
505494	God's Will	Martina McBride	Douglas/Dean	50.00%	50.00%	Worldwide
525066	Goes Good With Beer	John Michael Montgomery	Bestbard / Hill	50.00%	50.00%	World Wide
105219	Going Back To Cali	Notorious B.I.G.	Wallace/Harvey/Troutman/	31.25%	31.25%	WW
84113	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
77187	Gone Til November	Wyclef Jean	Jean, Wyclef	Sony/ATV Tunes LLC / Huss-Zwingli Publishing Inc. (ASCAP) 100%	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
77196	Good night Sweetheart	David Kersh	Lewis/bourdeaux/Williams	100.00%	100.00%	World Wide
47674	Got the Time	Joe Jackson	Joe Jackson	100.00%	100.00%	World Wide
53742	Good Times	Chic	Rogers, Nile G., Bernard Edwards	Sony Songs Tommy Jyml Inc. (BMI) 50%	50.00%	World Wide
106719	Got To Get It	Saigo	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)	Vivien Green	Green/Scivine	50.00%	50.00%	World Wide
1740	Green Green Grass Of Home	Tom Jones; Porter Wagoner	Putman	100.00%	100.00%	US, Canada, British Isles, Ireland, Sweden, Denmark, Finland, Norway, Australia, Australasia, Italy, Switzerland, S. Africa, Belgium, Luxemburg, Dr. Boythe & Dr. Moya of Arijus-Hungary
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
5502219	Guitars and Tiki Bars	Kenny Chesney	Chesney, Dillon, Tamburino	66.67%	66.67%	World Wide
523034	Ha Ha	Tamyra Gray	Walters/Diancanlello/ Gray	25.00%	25.00%	World Wide
510191	Hands Up	TLC	Babyface, Simmons	75.00%	75.00%	World Wide
422053	Hang On Sloopy	Aaron Carter	Russell/Farrell	16.67%	16.67%	World Wide
38701	Hang On To Your Love	Gado	Methewman, 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
447662	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, Moren	100.00%	100.00%	World Wide
113567	Haunted	Poe	Danielewski Annie	58.00%	100.00%	World Wide
324598	Have You Ever Been In Love	Celine Dion	Bagge, Lalla/Bagge, Anders/Hall/Nichols/Astrom	5.00%	5.00%	World Wide
63904	Have You Ever Really Loved A Woman	Bryan Adams	Adams/Lange/Kamen	33.33%	33.33%	World wide
360	He Stopped Loving Her Today	George Jones	Braddock/Putman	100.00%	100.00%	World Wide
3179	He Wasn't	Avril Lavigne	Kwiatzuk/Lavigne	50% Sony/ATV Songs LLC	50.00%	World Wide
605364	Headspring	LL Cool J	James Smith, Tim Mosley	50.00%	50.00%	World Wide
1895	Heartaches By The Number	Dwight Yoakim	Howard	100.00%	100.00%	World Wide
1800	Heartbreak Hotel	Elvis Presley	Axton/Durden/Presley	100.00%	100.00%	World Wide

SCHEDULE A

Song ID	Title	Artist	Writer	US % Claimed	US % Territory
7116	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
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
60086	Hello Darlin'	Conway Twitty	Twitty	100.00%	100.00% Worldwide
83958	Hello Goodbye	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00% World Wide
60889	Hello Walls	Faron Young	Nelson	100.00%	100.00% World Wide
83959	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 Freeky Zeeky	C.Giles,E.Iiles, V.Babb,F.Visosky, L.Troutman, R.Troutman	33.34%	33.34% World Wide
260309	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
118052	Hey Pretty (p version)	Poe	Danielewski Annie	50.00%	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
330709	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
13432	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
133869	Home and Dry	Pet Shop Boys	Tennant/Lowe	100%	100% World wide
447689	Home Town	Joe Jackson	Joe Jackson	100%	100% World Wrd
537602	Homewrecker	Gretchen Wilson	Wilson/Teren/Rutherford	33%	33% World Wide
492325	Honesty (Write Me A List)	Rodney Atkins	Kent/Craft	50%	50% World Wide
83968	Honey Pie	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
138188	Honk If You Honky Tonk	George Strait	Dillon/Northrup/Mellons	33.34%	33.34% 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% Sony/ATV Songs LLC	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
100575	How Do You Fall In Love	Alabama	R. Fowler/T. Gentry/R. Owen	100% Sony/ATV	100.00% World Wide
	How Do You Know	Gemini	Tommy Faragher, Nick Howard	100% SAMP-Australia	100.00% World Wide
549176	How Does It Feel	Avril Lavigne	Kreviazuk/Lavigne	50% Sony/ATV Songs LLC	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
138951	How Was I To Know	Reba McEntire	Majeski/Russ/Smith	33.34%	33.34% World
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
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	Lenny Williams / Deep Purple	Joe South	100% Sony/ATV Songs LLC	100.00% World Wide
983	Hush	LL Cool J feat. 7 Aurelius	Smith/Aurelius/Graham/Mims/Bushnell	35%	35.00% World Wide
J500	I Always Get Lucky With You	Kenny Chesney	Whitson/Church/Powers	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
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
85784	I Brake For Brunettes	Rhett Akins	Thomas Akins/Sandy Ramos	37.50%	37.50% World Wide
195889	I Can't Live Without My Radio	LL Cool J	Smith/Rubin	87.50%	87.50% World Wide

SCHEDULE A

Song	Title	Artist	Writer	Rights Collected	US Territory (WW=World Wide)
8331	I Can't Read You	Daniel Bedingfield	Bedingfield	100.00%	100.00% World Wide
8192	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
115834	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
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	Steve 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
151867	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
498266	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
615251	I Like the Way	Body Rockers	Dylan Burns / James Karyotakis	66.67%	66.67% World Wide
609553	I Love	Liquid	Rooney, Kelly, Robinson	50.00%	50.00% Worldwide
107632	I Love The Nightlife	Alicia Bridges	Bridges/Hutcheson	100% Sony/ATV Songs	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
123853	I Need A Vacation	Rebecca Lynn Howard	Howard/Satcher	50.00%	50.00% 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
450545	I Saw The Light	Hank Williams	Hank Williams	100.00%	100.00% World Wide
19325	I See Me	Travis Tritt	Beathard/Mohr	50.00%	50.00% World Wide
116139	I See Right Through You	DJ Encore featuring Engelina	Hemmeth, Andreas Bang - Larsen, Engelina - Parsberg, Michael - Stavnstrup, Jakob	69.33%	69.33% 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
108772	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.	Sony/ATV Tunes LLC o/b/o Sony Tunes, Inc. (ASCAP) 60%	60.00% World Wide
110829	I Wanna Be With You	Mandy Moore	Thomas/ Poiken/ Arbuckle	65% Sony/ATV Tunes / Yellow Elephant Music / New Columbia Pictures ; 5% Sony/ATV Songs / Colpix Music Sushi Too Music	65.00% World wide
106784	I Wanna Love You Forever	Color Me Badd	Louis Biancaniello ,Walters, Samuel J.	Sony/ATV Tunes LLC o/b/o G M Y 50%	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
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
5458	I Wish I Didn't Miss You	Angie Stone	Martin / Matias / Huff / McFadden / Whitehead	20.00%	20.00% Worldwide
4267	I Wonder Do You Ever Think Of Me	Kenny Chesney	Shafer	100.00%	100.00% World Wide
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	83.50%	83.50% World Wide

SCHEDULE A

Song #	Title	Artist	Writer	US % Ownership	US % Territory/WW Work Wide
	Ice Ice Baby	Vanilla Ice	Johnson/Van Winkle/Brown	8.68%	8.68% World Wide
45900					
106581	If	Bread	Gates David A	100.00%	100.00% World Wide
347340	If Heaven	Andy Griggs	Peters	100.00%	100.00% World Wide
106772	If I Needed Someone	Beatles	Harrison	100.00%	100.00% World Wide
449212	If I Never Stop Loving You	David Kersh	Ewing / Kees	62.50%	62.50% 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
80208	If The Good Die Young	Tracy Lawrence	Nelson/Wiseman	12.50%	12.50% 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	Eve	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
	If You Ever Stop Loving Me	Montgomery Gentry	Shapiro/Dipiero/Rutherford	66.67%	66.67% World Wide
527462					
527462	If You Ever Stop Loving Me	Montgomery Gentry	DePiero/Shapiro/Rutherford	66.66%	66.66% World Wide
	If You Had My Love	JLo	Lopez, Jennifer L., Mark Rooney, Lashawn Daniels, Fred Jerkins III, Rodney Jerkins	Sony/ATV Songs LLC (BMI) 15%	15.00% World Wide
99468					
	If You Loved Me	Tracy Lawrence	Nelson / Shapiro	50.00%	50.00% Worldwide
51695					
	If You Tolerate This Your Children		Bradfield/Jones/Moore	1000.00%	100.00% Worldwide
198706	Will Be Next	Manic Street Preachers			
549320	If You Walk Away	Fefe Dobson	Levine, Dobson	75.00%	75.00% Worldwide
105825	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
550259	I'll Never Do Better Than You	George Canyon	Clint Daniels/Martin, Tony	100.00%	100.00% World Wide
16880	I'll Never Forgive My heart	Brooks & Dunn	Dunn/Dunn/Dillon	100.00%	100.00% World Wide
30134	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	Sony/ATV Songs dba tree pub. 50% / First N' Gold 50%	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					
77988	I'm Bad	LL Cool J	Smith/Simon/Ervin	58.25%	58.25% World wide
167284	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/ Lopread	50.00%	50.00% World wide
237724	I'm Gonna Miss You	Milly Vanilly	Kawohl/Bischof-Fallenstein/Farian	100.00%	100.00% World wide
298354	I'm Just Talking About Tonight	Toby Keith	Emenck/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					
		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
78005					
	I'm Your Baby Tonight	Whitney Houston	L.A. Reid, Babyface	62.50%	62.50% World Wide
27848					
	In Another World	Joe Diffie	Shapiro / Wilson / Yeary	33.33%	33.33% Worldwide
103171					
91458	In My Life	Beatles	Lennon John/Mc Cartney Paul	100.00%	100.00% World Wide
91458	In My Life	Juvenile Feat Mannny Fresh	Lennon John/Mc Cartney Paul	100.00%	100.00% World Wide
527412	In My Life	The Rasmus	Ylönen,Lauri/Heinonen,Eero/Rantasmi	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
7402	In the Shadows	Rasmus	Ylonen/Rantasalmi/Heinonen/Hakala	100.00%	100.00% World Wide
3045	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% Sony/Atv Tunes LLC obo Sony/ATV Music Publishing UK Ltd.	25.00% Worldwide

SCHEDULE A

Barcode	Title	Artist	Writer	US % Collection	US % Territory (Worldwide/Wide/Only)
3104	In Your Room	The Bangles	Steinberg, Kelly, Hoffs	66.67%	66.67% Worldwide
3153	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
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
82237	Inside Out	Trisha Yearwood	Adams / Peters	100.00%	100.00% Worldwide
99447	Is Anybody Home	Our Lady Peace	Maida/Lanni	Sony/ATV Tunes dba Sony Canada & Under Zenith Pub 50% / Lanni Tunes 50%	50.00% Worldwide
693756	Island Boy	Kenny Chesney	Chesney, Vassar, Tambourino	33.34%	33.34% World Wide
447897	Is She Really Going Out With Him?	Joe Jackson	Joe Jackson	100.00%	100.00% World Wide
208013	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
503748	It's Getting Better All the Time	Brooks & Dunn	Cobb/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
7374	It's Only Make Believe	Conway Twitty	Twitty/Nance	100.00%	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
451020	Jamas	Cox	Camilo Blanes	100.00%	100.00% World Wide
450461	Jambalaya	Hank Williams	Hank Williams	60.00%	60.00% US
86710	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
617063	Jenny From the Block	J-Lo	Oliver, Oliver, Deyo, Lopez, Oliver Barnes	9.20%	9.20% World Wide
81942	Jenny Jenny	Little Richard	Johnson Enotis/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	Hammon / Demarcus	50% Sony/ATV Songs LLC dba Tree Publishing Co. / Songs of Teracel	50.00% Worldwide
126643	Jigga That Nigga	Jay-Z	Carter / Olivier / Barnes	33.34%	33.34% Worldwide
78011	Jingling Baby	LL Cool J	Smith/Caffey/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%	87500% Worldwide
608532	Just A Moment	Nas	B.H. Edwards/Jones, N.A. David Lewis/Peacock, C./Rodgers, N.	25.00%	25% Worldwide
447702	Just Because	Joe Jackson	Joe Jackson	100.00%	100% World Wide
38005	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
161778	Kaleidoscope Skies	Jam & Spoon	Eilmer/Lonich/Bacharach/Hal/Leofel	31.50%	31.50% World Wide
450707	Kew-Liga	Hank Williams	Williams/Rose	100.00%	100.00% World Wide
52750	Keep their heads ringin'	Dr. Dre	Brown, Chisholm, Cocks, 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
528873	Keg in The Closet	Kenny Chesney	Chesney/James/Onaty	100.00%	100.00% World Wide
50051	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 & Elbert Joseph/Linbe Sonny	75.00%	75.00% World Wide
536123	Key Lime Pie	Kenny Chesney	Chesney, Anderson, Cannon	33.34%	33.34% World Wide
527941	Kill Myself	Tim McGraw	Dipiero, Smith, Terry	33.34%	33.34% World Wide
67111	Killing Me Softly With His Song	Roberta Flack; Fugees	Fox Charles/Gimbel Norman	50.00%	50.00% SONY ATV SONGS LLC ADMINISTERS O/B/O RODALI MUSIC FOR THE TERRITORY OF THE WORLD EXCLUDING THE UNITED KINGDOM, AUSTRALIA, SPAIN, PORTUGAL AND SOUTH AFRICA
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
156593	Kissing You	Desree	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

SCHEDULE A

Song ID	Title	Artist	Writer	US Collection %	US Territory (WW/World Wide)
6686	La Bomba	King Africa	Zambrana,Fabio	100.00%	100.00% World Wide
4232	La Dina	Queen	Francisco Manuel Ruiz Gomez	100.00%	100% World Wide
95291	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 / Trenchart	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
	Laid To Rest	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100% Sony/ATV Songs LLC	100.00% WW
552250					
51006	Landslide	Dixie Chicks	Stevie Nicks	100.00%	100.00% World Wide
59409	Last Night	As 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
	Le Freak	Chic	Rogers, Nile G. , Bernard Edwards	Sony/ATV Songs LLC (BMI) 50%	50.00% World Wide
53776					
524335	Learn Chinese	Jin feat. Wyclef Jean	Jean/Brown/Duplessis/Auyuung	10.00%	10.00% World Wide
80068	Lesson In Leavin'	Jo Dee Messina	Brent Maher/Randy Goodrum	50.00%	50.00% 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
444110	Let Them Be Little	Billy Dean	Dean / McDonald	50.00%	50.00% World Wide
508005	Lets Be Us Again	Lonestar	McDonald/James/Derry	33.34%	33.34% World Wide
	Let's Go To Vegas	Faith Hill	Staley, Karen R.	Sony/ATV Tunes LLC (BMI) 100%	100.00% World Wide
40763					
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	Sony/ATV Tunes 80%	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
	Like A Virgin	Madonna	Kelly, Thomas F. , Steinberg, William E.	Sony/ATV Tunes LLC (ASCAP) 100%	100.00% World Wide
37791					
	Lipstick	Alejandro Guzman	Child/Domenicwki/Greene/Guzman/Horovitz/Nguy	25.00%	25.00% World Wide
	Little Bitty	Tom T. Hall/Alan Jackson	Hall	100.00%	100.00% World Wide
49049					
27240	Little by Little	Noel Gallagher	Gallagher	100.00%	100.00% WW
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
46879	Little Miss Honky Tonk	Brooks & Dunn	Dunn	100.00%	100.00% World Wide
	Live Now	Nas		SPLITS PENDING	
112399	Living And Living Well	George Strait	Martin / Nesler / Shapiro	58.33%	58.33% Worldwide
84120	Long & Winding Road	Beatles	Lennon John/Mc Cartney Paul	64.167% Sony, 35.833 EMI	100.00% World Wide
128095	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					
114345	Look At Us	Craig Morgan	Morgan/Cannon/Bastion	66.67%	66.67% World Wide
589602	Lose My Breath	Destiny's Child	Jenkins/Garrett/Knowles/Rowland,M. Williams/Jenkins III/ Daniels, Carte	24.16	24.16% World Wide
109034	Losing Lisa	Ben Folds	Ben Folds, Fraty Hynes	95.00%	95% World Wide
509506	Lot Of Leavin' Left To Do	Derek Dently	Betley/Rutlan/Beavers		100% 100
	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/Kate	25.00%	25.00% Worldwide
	Love Like This	Faith Evans	Rodgers/Edwards/Combs/Evans/ Emery/Lawrence/Crawford	25.00%	25.00% World Wide
91608					
20536	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
59351	Love's The Only House	Martina McBride	Douglas / Cason	50.00%	50.00% Worldwide
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
601760	Lua	Bright Eyes	Oberst	100.00%	100.00% World Wide
450791	Luchini	Camp Lo	Randolph / Spencer / Smith / Wallace / Wilds / Willis	50.00%	50.00% World Wide
989	Lucille	Kenny Rogers	Bowling Roger Dale/Dynum 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
509409	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
48091	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
60878	Madman	Silverchair	Johns	100.00%	100.00% World wide

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SCHEDULE A

Song	Title	Artist	Writer	Share Collected	Share Terrytoons Owns	Territory
10382	Magic	Kenny Chesney	Chesney	100.00%	100.00%	World Wide
64005	Magical Mystery Tour	Beatles	Lennon, John W. McCartney, Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
108570	Make It With You	Bread	Gates David A	100.00%	100.00%	World Wide
3042	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, 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
553065	Mass Destruction	Faithless	Fraser / Bentovim / Armstrong / Nut	28.67%	28.67%	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
594106	Me and Charlie Talking	Miranda Lambert	lambert / lamber/little	33.34%	33.34%	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 Esloy 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
25094	Meet In The Middle	Diamond Rio	Hartford/Pfrimmer/Foster	33.34%	33.34%	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	
90249	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	Esdmors / Reid	82.50%	82.50%	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/Saja	62.50%	62.50%	World Wide
113353	More Than That	Backstreet Boys	Anders/Wannenberg/Jamberg	33.33% Sony/ATV Songs, 33.33% Sony/ATV Tunes	66.66%	World Wide
112110	Morning Glory	Oasis	Noel Gallagher	100.00%	100.00%	Worldwide
111756	Most Girls	Pink	Debyface / 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
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
113833	Move Somethin' Movin Melodies	LL Cool J ATB	James Smith/Johnson Tanneberger	pending 100.00%	pending 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
451862	Mr. Mom	Lonestar	Harbin/Rory/McDonald/Pfrimmer/Don	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	Young/Trawick/Griffin/Boredus/Arnaud	37.50%	37.50%	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.	Sony/ATV Tunes, LLC (ASCAP) 100%	100.00%	World Wide
640975	My Buddy	C-Uni	Brown/Jackson/Lloude/Morricone/Ausar	1667.00%	16.67%	Worldwide
448263	My Front Porch Looking In	Lonestar	McDonald/Myers/Pfrimmer	33.33%	33.33%	World Wide
304087	My Give A Damn Is Busted	Jo Dee Messina	Duffie/Shapiro/Martin	58.34%	58.34%	World Wide
106808	My Heart Is Lost In You	Brooks & Dunn	Beaven/Harrington	50.00%	50.00%	World Wide
515813	My Last Name	Dierks Bentley	Bentley/Allen	50.00%	50.00%	World Wide
7243	My Life	Mary J. Blige	Ayers/Blige/Combs/Delvalle/Thompson	6.25%	6.25%	World Wide
3602	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 Ferte	Deutsch/Ferte/Harris/Kats	60.00%	60.00%	Worldwide
593993	Nada Personal	Marc Anthony	Estefano/Anthony/Reyes	100.00%	100.00%	World Wide

SCHEDULE A

Song #	Title	Artist	Writer(s)	% Claimed	US Sales Region/World Wide
1480	Nas Angels...The Flyest	Nas	Jones/Williams/Hugo	16.66%	16.66% World Wide
1500	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
483370	Never Been Unloved	Michael W. Smith	Smith/Kirkpatrick	50.00%	50.00% World Wide
116808	Never Gonna Give You Up	Rick Astley	Stock/Aitken/Waterman	33.34%	33.34% World wide
76484	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
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	Li Kim	Rogers, Thompson, Banter, Byrd, Jones, Feliciano, Edwards, Henson, Archer, Beavers, Taylor, Hill, Joyner, Griffin	10.00%	10.00% World Wide
597292	No Me Quiero Enamorar	Kalimba	Dorrim, Oceransky, Bernal	50.00%	50.00% World Wide
512289	No Me Tortures	Daniel Rene	Pilotto/Danny Lopez	35.00%	35.00% Worldwide
38633	No More Mr. Nice Guy	Alice Cooper	Cooper/Bruce	100% Sony/ATV Songs	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	Beathard	100.00%	100.00% World Wide
127598	No Such Thing	John Mayer	Mayer/Cook	85.00%	85.00% World Wide
206370	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
0024	Not On Your Love	Jeff Carson	Martin /Wilson / Martin	20.84%	20.84% Worldwide
19624	Not Me	Kenny Thomas	Thomas, Mohbana, 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
423081	November	Emerson Drive	James, Petraglia	50.00%	50.00% 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 Osborne	Blades, Rubin, Of dirty bastard, Jordan, Kirkland, Osborne, DMX	18.50%	18.50% World Wide
	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
316997	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/Katz	35.00%	35.00% Worldwide
213058	Ojos Así	Shakira	Mebarak/Flores/Garza	66.67%	66.67% World Wide
549081	Oklahoma-Texas Line	Rascal Flatts M.Bright,M.	Rascal Flatts	100.00%	100.00% Worldwide
81908	Olde From Muskogee	Merle Haggard	Powers, Haggard	100.00%	100.00% World Wide
505627	Old Blue Chair	Kenny Chesney	Chesney	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% Sony/ATV Songs LLC	100.00% WW
97049	On The Inside (Theme from "Prisoner")	Lynne Hamilton	CASWELL DAVID ALLAN	100.00%	100.00% World Wide
604432	One Believer	Diamond Rio	Marc Beeson, Don Pfrimmer, Mike Reid	33.34%	33.34% 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% Sony/ATV Songs LLC	100.00% WW
99449	One Man Army	Our Lady Peace	Malda/Lanni	Sony/ATV Tunes obo Sony Canada & Under Zenith Pub 50% / Lanni Tunes 50%	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

SCHEDULE A

Song ID	Title	Artist	Writer(s)	Ownership %	Territory
	One Night Stand	Misteeq	Mikkel/ SE/ Rustan/ Hermansen/ Dixon/ Washington/ Nash	16.66%	16.66% World Wide
38143	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
108975	One Voice	Billy Gilman	Cook, Malloy	50.00%	50.00% World Wide
450970	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
504338	Open Season on My Heart	Tim McGraw	Conwell, Slater	50.00%	50.00% 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
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 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
127507	Peaceful World	John Mellencamp	Mellencamp	100% Sony/ATV Tunes LLC obo Belmont Mall Publishing	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
8005	Per Te	Josh Groban	Afanasieff/Groban/Mannangeli	25.00%	25.00% World Wide
	Perfect	Snoop Dogg	Broadus/Williams/Hugo/Adu/St.John	25.00%	25.00% World Wide
138099	Perfect	Sara Evans	Evans/Martin/Shapiro	100.00%	100.00% World Wide
112687	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		Kacznarek	100.00%	100.00% World Wide
38295	Philosophy	Ben Folds Five	Folds	100.00%	100.00% Worldwide
307794	Piano	Grassjaw	Palumbo/Beck	100.00%	100.00% Worldwide
447592	Pickin' Wildflowers	Keith Anderson	Williams, Rich, Anderson	33.34%	33.34% World Wide
108713	Picture Perfect	Angela Via	Trullinger/Cosgrove/Clark	Sony/ATV Tunes LLC / Gruvia Music 33.33% / WB Music Corp, Be Le Be Music, About Time Music 66.67%	33.33% Worldwide
183545	Piece Of My Heart	Janis Joplin	Berns/ Ragavoy	16.67%	16.67% World Wide
145506	Pienso En Ti	Shakira	Marparak/ 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	Sony/ATV Songs / LLC Cori Tiffani Publishing 5% Air Chrysalis Scandinavia (BMI) 31.66% Murlyn Songs-Universal Music Publishing 63.32%Sony/ATV Songs / LLC Cori Tiffani Publishing	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
548517	Pocahontas Proud	Gretchen Wilson	Wilson/Rich/McGehee	33.34%	33.34% World Wide
37665	POISON	ALICE COOPER	Cooper, Child, McCurry	42.50%	42.50% Worldwide
3878	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'	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
138863	Power of a Dream	Celine Dion	Edmonds/Foster/Thompson	33.34%	33.34% World Wide
526494	Powerless (Say What You Want)	Nelly Furtado	Eaton/West/Furtado/ Horn/Dudley/ McLaren	26.66%	26.66% WW

SCHEDULE A

Song ID	Title	Artist	Writer	Hit % Collected	US % To Pay	Territory
	Prelude/Hell of a Town	Joe Jackson	Joe Jackson	100.00%	100.00%	World Wide
48	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
4681						
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
450185	See					
599065	Quarterbackin	E40	Adams/Stevens/Thornton/Thornton	50.00%	50.00%	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	Schutt/Hautter/Schneider	100.00%	100.00%	World Wide
523033	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						
606479	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
643238	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
698	Rhiannon	Fleetwood Mac	Stevie Nicks	100.00%	100.00%	World Wide
	Rich Girl	Gwen Stefani	Krevatin/Stefani/Dioguardi/Aliazono	91.00%	5.00%	World Wide
512555	Ride	The Vines	Nicholls	100.00%	100.00%	World Wide
003444	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% Sony/Atv Songs LLC obo Sony/ATV Music Publishing UK Ltd.	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	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, Odadjian, Dolmayan	100.00%	100.00%	World Wide
595358	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
	Run For Cover	Sugababes	Lipsey / Donaghy / Buena / Buchanan	Sony/ATV Songs LLC obo Sony UK Ltd 25%	25.00%	Worldwide
125150						
506746	Run, Run, Run	Ryan Tyler	Powell/Davis/Kayle	33.34%	33.34%	World Wide
211845	Salome	Cheyanne	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	Sony/ATV Tunes LLC o/b/o itself, Letoya Music Publishing/Sony/ATV Tunes, Latavia Music Publishing/Sony/ATV Tunes, Kelendria Music Publishing & Beyonce Publishing (ASCAP) 20%	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

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Song #	Title	Artist	Writer(s)	US Share	US Territory	US Territory (World Wide)
15518	Science	System of a Down	Malakian, Tankian, Odadjian, Dolmayan	100.00%	100.00%	World Wide
4794	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
506227	Second Sunday	Jessica Andrews	Bunetta/Mann	Sony/ATV 60%	60.00%	World wide
490636	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
300807	Secretly	Jennifer Lopez	Shakir, Rooney, Oliver, Lopez	90.00%	90.00%	World Wide
538024	Sentada Aqui en mi Alma	Cheyenne	Estefann/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
37818	Sex As A Weapon	Pat Benetar	Steinberg/Kelly	Sony/ATV Tunes LLC 100%	100.00%	World Wide
118503	Sexy Daddy	Destiny's Child	Beyonce Knowles Damon Elliott	Sony/ATV Tunes LLC / Beyonce Publishing (ASCAP) 60%	60.00%	World Wide
84029	Sexy Sadie	Beatles	Lennon / McCartney	Sony/ATV Tunes LLC (ASCAP) 100%	100.00%	World Wide
	Shake It Baby	LL Cool J	Johnson/Smith/Taylor	pending	pending	
334356	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
549072	Shame On Me	Ryan Cabrera	Diamond/Cabrera/Seven	33.340%	33.340%	World Wide
113235	She Bangs	Ricky Martin	Afanasieff/Child/Rosa	45.88%	45.88%	World Wide
17633	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
119200	She Couldn't Change Me	Montgomery Gentry	Nicholson/ Knight	50.00%	50.00%	World wide
544256	She Lives In My Lap	Outkast	Troutman/Hawkins/Vidal/Vidal/Benjamin	5.00%	5.00%	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
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
18570	She'll Leave You With A Smilt	George Strait	Knowles/Blackmon	50.00%	50.00%	World Wide
104065	She'll Leave You With A Smilt	George Strait	Knowles/Blackmon	50.00%	50.00%	World Wide
498181	Sherry's Living In Paradise	Kenny Chesney	Chesney, Mitchel	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
550379	She's From Boston	Kenny Chesney	Chesney, Tamburino	50.00%	50.00%	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
100359	Ships That Don't Come In	Joe Diffie	Gibson / Nelson	50.00%	50.00%	Worldwide
614391	Silver	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	Eriksson / Hermansen / Halgoe	33.34%	33.34%	Worldwide
102235	Showroom Dummies	Kraftwerk	Huetter	100.00%	100.00%	US
27509	Sick Boys	Michael Ness	Michael Ness	100.00%	100.00%	World Wide
	Side	Travis	Healy	100% Sony/ATV Songs LLC obo Sony/ATV Music Publishing UK Ltd.	100.00%	Worldwide
118102						
434266	Siempre Hay Milagros	Myra	Kennedy/Sheyne	50.00%	50.00%	World Wide
452035	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 / Ruere	30.00%	30.00%	Worldwide
519472	Simple Things	Amy Grant	Grant/Thomas/O'Brien/Owsley	40.00%	40.00%	World Wide
118008	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
	Slow Ride	Beastie Boys	Rubin/Allen/Brown/Dickerson/Miller/Scott/Goldstein/Horowitz/Diamond/Yauch/Jordan/Levitin	5.00%	5.00%	World Wide
234802						
447666	Slow Song	Joe Jackson	Joe Jackson	100.00%	100.00%	World Wide
	Smooth Operator	Sade	Adu/St. John	50.00%	50.00%	World Wide
38707						
240842	So Damn Beautiful	Paranoid	Horrocks, Milleare, Rowe	66.66%	66.66%	World Wide
37820	So Emotional	Whitney Houston	Steinberg/Kelly	100% Sony/ATV Tunes LLC	100.00%	World Wide
118380	So Gone	Monica	Elliot/Cunningham/Rye/ Ahmonuel	50.00%	50.00%	Worldwide

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[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
1337	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	Enriquez / Erickson /Hermansen /Rustan	30.00%	30.00% Worldwide
177305	So What	Miles David	Davis	100.00%	100.00% Worldwide
819517	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
50668	Solitary Man	HIM	Diamond	100.00%	100.00% World Wide
67537	Solo En Ti	Enrique Iglesias	Clarke/Iglesias	Sony/ATV Songs obo Sony Ulk 93.75% / E.I. Music, Fonomusic 6.25%	93.75% Worldwide
99885	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
64153	Somebody's Gonna Love You	Lee Greenwood	Cook/VanHoy	50.00%	50.00% Worldwide
114845	Someone To Love You	Ruff Endz	Rooney	100.00%	100.00% Worldwide
99463	Somethin In The Water	Jeffrey Steele	Diplero / Anderson / Steele	33.33% Sony/ATV Songs LLC dba Tree Publishing Co. / Love Monkey Music	33.33% 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
516850	Somewhere Between Texas and Mexico	Pat Green	T.Summar,I.Kelley	50.00%	50.00% Worldwide
810547	Somewhere Else	Razorlight	Johnny Borrell	100.00%	100.00% World Wide
508399	Somewhere in the Sun	Kenny Chesney	Chesney, Holt, Tucker, Hobby	25.00%	25.00% World Wide
35131	Somewhere Out There	Our Lady Peace	Coutts/Maida/Taggart	100.00%	100.00% World Wide
1250	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
511300	Songs About Rain	Gary Allan	Rose/McLaughlin	62.50%	63% World Wide
90176	Sorry Suzanne	Hollies	Anthony Gordon/Stephens Geoffrey	50.00%	50.00% World Wide
602064	Soul of a Sailor	Kenny Chesney	Chesney, Dillon, Emrick	66.67%	66.67% World Wide
60519	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	Sony/ATV Tunes obo Sony Canada 75% / Unknown Publisher 25%	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	Stappin'Out	Joe Jackson	Jackson Joe/	100.00%	100.00% World Wide
609554	Still Around	J-LO	Rooney/Patton	50.00%	50.00% World Wide
129194	Stomp	Stope	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/Messer/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
447881	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, Odadjian, 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, Odadjian, Dolmayan	100.00%	100.00% World Wide
106530	Sugar, Sugar	The Archies	Barry/Kim	50.00%	50.00% US
824734	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, Odadjian, Dolmayan	100.00%	100.00% World Wide
228003	Suite Pee	System of a Down	Malakian, Tankian, Odadjian, Dolmayan	100.00%	100.00% World Wide
84983	Supermans's Dead	Our Lady Peace	Maida/Lanni	Sony/ATV Tunes obo Sony Canada & Under Zenith Pub 50% / Lanni Tunes 50%	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 c/b/o Beyonce Publishing (ASCAP) 47%	47.00% World Wide

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Song No.	Title	Artist	Writer	US Collected	Transfer Terms (WW World Wide)
6528	Suspicious Minds	Elvis Presley	Zambon	100.00%	100.00% World Wide
1693	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
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)	Blind 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
03046	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	Sony/ATV Songs LLC obo Sony Music Publishing UK Ltd 100%	100.00% Worldwide
131978	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, Hueller, Bartos,Martin, Berryman, Buckland, Champion	37.50%	37.50% World Wide
58781	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
190058	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
87600	Tell Me If You Want Me To	Groove Theory	Larrieux/Wilson/Brown	50.00%	50.00% World Wide
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
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
26007	Texas Plates	Kellie Coffie	Coffey/James	50.00%	50.00% World Wide
5422	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
454073	Thank God For Kids	Kenny Chesney	Futch	100.00%	100.00% World Wide
507268	Thankful	Kelly Clarkson	Thomas/Mason/Edmons/Clarkson	20.00%	20.00% World Wide
111151	That Ain't Gangsta	50 Cent	West/Wills.Jackson/Jackson	50.00%	50.00% World Wide
48158	That Ain't My Truck	Rhett Akins	Shapiro / Waters /Akins	47.50%	47.50% Worldwide
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
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%	84.17% 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
615102	The Christmas Song	n/a	Torme/Wells	50.00%	50.00% US
124191	The Coast Is Clear	Scotty Emerick	Lane/Emerick	75.00%	75.00% World Wide
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% Sony/ATV Songs LLC	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
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
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% Sony/ATV Tunes / Cross Keys Publishing	33.33% World wide
143724	The Loneliness	Babyface	Edmonds	100.00%	100.00% World Wide
120	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
497519	The Love Song	Jeff Bates	Bates/Beard/Beathard	33.33%	33.33% World Wide
136210	The Mexican 2002 (English)	Thalia	Rooney/Barnes/Olivier/ Shacklock	60.00%	60.00% World Wide
136220	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

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	Title	Artist	Writer	US % Control	US Terr.	WW Terr.
521	The Nanny Theme		Hampton Callaway	100.00%	100.00%	Worldwide
54459	The Nigga You Love To Hate	Ice Cube	Arrington/Parker/Carter/Hankerson/Sadler/Spradlin/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
137025	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	Sony/ATV Tunes LLC , Purple Crayon 100%	100.00%	Worldwide
128438	The Sentinel	Theme	Cooper / Mariette	50.00%	50.00%	Worldwide
125943	The Urban Theme	Muzo	Menard/Ragin	50.00%	50.00%	Worldwide
549464	The World Needs a Drink		Beathard / Church	100.00%	100.00%	Worldwide
517688	The Wrong Girl	Lee Ann Womack	Rose/McLaughlin	62.50%	62.50%	World Wide
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 Cathe	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
95721	There You Are	Martina Mcbride	Dipiero / Sanders / Hill	33.33%	33.33%	Worldwide
550381	There's Someything Sexy About the Rain	Kenny Chesney	Chesney, Ewing	50.00%	50.00%	World Wide
338368	These Days	Rascal Flatts	Robson, Steele, Wells	33.34%	33.34%	Worldwide
157420	They Don't Know	Jon B	Duck/Kelly/Robinson	33.33%	33.33%	World Wide
99451	Thief	Our Lady Peace	Makin/Lanni	Sony/ATV Tunes obo Sony Canada & Under Zenith Pub 50% / Lanni Tunes 50%	50.00%	Worldwide
127102	Think It's A Game	Jay-Z	Carter/ Easley/Grant/Parker/ Patrick/Tics	33.00%	33.00%	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
16235	This I Swear	Nick Lachey	Eriksen/Reid	50.00%	50.00%	WW
12830	This Life Forever	Jay-Z feat Missy Elliot	Shawn Carter/Yvonne Covey/William Jackson	23.13%	23.13%	World Wide
45740	This Love	Leann Rimes	Rimes/Beeson/Collins	40.00%	40.00%	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
84046	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
17840	Time After Time	Cyndi Lauper	Lauper/Hyman	50.00%	50.00%	World Wide
549175	Together	Avril Lavigne	Kreviazuk/Lavigne	50% Sony/ATV Songs LLC	50.00%	World Wide
500206	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
75231	Tonight	Sara Evans	Johnson/Baker	50.00%	50.00%	World Wide
76102	Tonite	Snoop Dogg	Durham/Blake	30.00%	30.00%	World Wide
117060	Tougher Than Nails	Joe Diffie	Marrett/O'Donnell/Barnes	33.34%	33.34%	World Wide
101406	Tour De France	Kraftwerk	Hutter/Shult/Bartos	83.34%	83.34%	US
131050	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
60439	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	Genuwine	Oliver / Lumpkin	50.00%	50.00%	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
628491	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
213069	Tu	Shakira	Mebarak/O'Brien	50.00%	50.00%	World Wide
593908	Tu Amor Me Hace Bien	Marc Anthony	Estefano	100.00%	100.00%	World Wide
158474	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
91952	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
84120	Two Of Us	Beatles	Lennon/McCartney	66.167% Sony, 33.833 EMI	100.00%	World Wide
133945	Two Wrongs	Wyclef	Jean/Duplessis	75.00%	75.00%	World Wide
	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

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Song #	Title	Artist	Composer	US % Collected	US % Terms	World Wide
3020	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
593894	Valio la Pena	Marc Anthony	Estefano/Anthony	100.00%	100.00%	World Wide
117149	Video	India Arie	Broady/Hargis/Sanders/Simpson	00.00%	00.00%	World Wide
	Vindicated	Dashboard Confessional	Christopher Carraba	16.67%	16.67%	World Wide
134128	Viviendo	Marc Anthony	Anthony/Ospirio/Villamizar	15.00%	15.00%	World Wide
593887	Volando Entre Tus Brazos	Marc Anthony	Estefano/Reyes	100.00%	100.00%	World Wide
496586	Walk A Little Straighter	Billy Currington	Beathard/Currington/Chamberlain	33.34%	33.34%	World Wide
	Walk Away	Kelly Clarkson	Kreviazuk/Maida/Dioguardi/Clarkson	30.00%	30.00%	World Wide
111066	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/Freeh/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
	We Belong Together	Mariah Carey		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
645115	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
	Weapon of Choice	Fatboy Slim	Slater / Cook / Collins	33.33% Sony/ATV Songs LLC dba Sony/ATV Music Publishing UK Ltd / Edel Music Publishing Ltd	33.33%	Worldwide
117684						
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	Cock/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
274083	What Do I Have To Do	Kylie Minogue	Stock/Aiken/Waterman	33.34%	33.34%	World Wide
	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
98083						
24718	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
	What Is It	EA Ski featuring Frontline	Shon Adams/Davood Asgari/Ameer Loggins/Mark Ogleton	75.00%	75.00%	World wide
598079						
137755	What It Ain't	Josh Turner	Mensy/Criswell	100.00%	100.00%	World Wide
	What I've Become	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100% Sony/ATV Songs LLC	100.00%	WW
593838						
131909	What The World Needs	Wynonna	James/Lamar	50.00%	50.00%	World Wide
135936	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
336306	Whatever You Say	Martina Mcbride	Martin/Hill	37.50%	37.50%	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
	When Boy Meets Girl	Terri Clark	Clark/Waters / Shapiro	47.50%	47.50%	Worldwide
51224						
43743	When Can I See You Again	Babyface	Edmonds	100.00%	100.00%	World Wide
	When I Close My Eyes	Kenney Chesney	Musick/Springer	75.00%	75.00%	World Wide
450132						
543497	When I Think About Cheatin'	Gretchen Wilson	Wilson/McGhee/Rich	33.34%	33.34%	World Wide
84066	When I'm 64	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
106569	When It All Goes South	Alabama	Jarvis/Carnes/Carnes	33.34%	33.34%	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
134200	When You Think Of Me	Mark Wills	Verges/James	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
497114	Where the Girls Are	Billy Currington	Beathard/Chaberlain/Currington	33.34%	33.34%	World Wide
106767	Where You Are	Jessica Simpson	Walters/Biancaniello/ Stamatopoulou/Lachey	90.00%	90.00%	World wide
104688	While You Loved Me	Rascal Flatts	Kim Williams / Dale Dodson / Danny Wells	Sony/ATV Tunes LLC dba Cross Keys Publishing Co. 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
117438	Whiskey Lullabye	Brad Paisley and friends	Anderson/Randall	50.00%	50.00%	World Wide
3881	Whiskey Under The Bridge	Brooks & Dunn	Brooks/Dunn/Cook	100.00%	100.00%	World Wide
98178	Who Knows	Avril Lavigne	Kreviazuk/Lavigne	50% Sony/ATV Songs LLC	50.00%	World Wide
517463	Why Can't I?	Liz Phair	Phair/Edwards/Crook/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/Kale	35.00%	35.00%	Worldwide

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Song	Title	Artist	Writer	US Collected	US Terrtory	WW Territory
13576	Wild	Poe	Daniclowski Annie	58.00%	100.00%	World Wide
79560	Wink	Neal McCoy	Dipiero / Shapiro	50.00%	50.00%	WW
94064	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
62448	Wish You Were Here	Mark Wills	Anderson / Ewing / Moore	25.00%	25.00%	Worldwide
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	Gallacher	100.00%	100.00%	World Wide
652318	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
520783	World on Fire	Sarah McLachlan	McLachlan/Marchland	25%	25.00%	Worldwide
38748	Written In The Stars	Rhonda Vincent	Majeski/Orrall	50.00%	50.00%	World Wide
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
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
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
138124	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	Dipiero/Allmand	50.00%	50.00%	World Wide
508399	You Do Your Thing	Montgomery Gentry	Beathard/Hill	50% Sony/ATV Songs LLC	50.00%	WW
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
429474	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
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	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
68482	You're Easy On The Eyes	Terri Clark	Shapiro / Walers / Clark	58.33%	58.33%	Worldwide

EXHIBIT CO 0548

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

July 1, 2005 Agreement

BLANKET RINGTONE LICENSE AGREEMENT

This ringtone license agreement (the "Agreement") is made and entered into as of July 1st, 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 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 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. As between the parties, Company is solely responsible for, and shall

pay or have paid 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 the above 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. Notwithstanding anything to the contrary in this Agreement, the transmission or other delivery of Ringtones pursuant to the foregoing sentence shall not constitute a Sale. 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 the retail sale price of the Ringtone; 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) 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, when taken as a whole, 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 payable 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 which they are received by Company. In connection with each calendar quarterly accounting period, Company shall also send an accounting statement (the "Ringtone License Fee 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 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 period during which the Sale, transmission, download or other delivery of the Ringtone concerned occurred; (vi) the Ringtone License Fee payable in respect of each Composition; (vii) all other information reasonably necessary to support all calculations of the amounts paid and which may be due; and (viii) 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 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 per calendar year and 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.

(c) 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 Compositions 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; 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.

Company warrants and represents that it shall seek to 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 and is not dismissed within one hundred and twenty (120) days.

(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 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 thirty (30) 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 thirty (30) days from its receipt of Publisher's notice of such breach in which to cure said breach.

(vi) Company uses a composition owned and/or controlled by Publisher not listed in Schedule A 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 all Ringtones embodying the Compositions hereunder from the Service, 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 Company 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) "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, the right to create Animated Ringtones is specifically excluded from this Agreement.

(f) "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).

(g) "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.

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

(i) "Territory" means the United States of America.

(j) "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 ARTICLES 9(c) and (d) 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 Kaw

Title: VP. B.A.

Date: 09/01/05

REDACTED

SCHEDULE A

[Approved Song List]

SCHEDULE B

Approved Sublicensees

(a) *Third party creators/recorders of Ringtones*

(b) *White label distributors/publishers*

(c) *Carriers*

SCHEDULE A

131755	26 Years, 17 Days	Lyfe	Jennings, Sigler, Curry	50.00%	50.00%	World Wide
44769	50/50	Lemar	Hermansen, T.E./Miller, M./Obika, Lemar/Rustan, H./Mikkel SE	12.50%	12.50%	World Wide
127006	83	John Mayer	Mayer	100%	100.00%	World Wide
112898	911	Wyclef Feat. Mary J Blige	Jean; DuPlessis; Brown; Cadel	47.50%	47.50%	World Wide
80509	(I've Had) The Time Of My Life	Officer & A Gentleman	J. DeNicola,D. Markowitz, F. Previte	12.50%	12.50%	World Wide
50927	(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/McIlrath/Barnes/Wickland	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
	A Day In The Life	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
83909						
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	Mocio/Nova	50.00%	40.00%	World Wide
337256	A Real Fine Place to Start	Sara Evans	Ducas/Foster	50.00%	50.00%	World
131973	A Year At A Time	Kevin Denny	Wilson/Demarcus	100.00%	100.00%	World Wide
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 Dynamie	Kraftwerk	Schmitt/Hueller/Hipert	100.00%	100.00%	Worldwide
117039	After All	Brett James	James/Davis	50.00%	50.00%	Wolrd Wide
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
506105	Alive	Kenny Wayne Shepherd	Frederiksen/Shepherd	100.00%	100%	World Wide
547537	All Falls Down	Kanye West	Hill/West	100.00%	100%	World Wide
44501	All For Love (The Three Musketeers)	Bryan Adams	Adams/Lange/Kamen	56.33%	56%	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	Sony/ATV Tunes LLC (ASCAP) 10.50%	16.50%	World Wide
86529	All I Want For Christmas Is You	Mariah Carey	Carey/Afanasieff	50.00%	50.00%	World Wide
448710	All My Exes Live In Texas	George Strait	Shafer	100.00%	100.00%	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%	SONY CONTROL WORLD EX FRANCE, BELGIUM, LUXEMBOURG WHERE MCA FRANCE CONTROLS FOR LIFE OF COPYRIGHT
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
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
117880	Always Come Back To Your Love	Samantha Mumba	Eriksen / Rustan / Hermansen	33.34%	33.34%	Worldwide
82693	Always Never The Same	George Strait	McBride/Green	Sony/Atv Songs LLC dba Tree pub. 50% / Big Tractor Music 50%	50.00%	Worldwide

SCHEDULE A

Song	Title	Artist	Writer	US & Canada	US & Canada WW World Wide
8838	Always You	Sophie Zelmani	Zelmani/Halapi/Starkie	100.00%	100.00% World wide
24396	AM TO PM (Spanish Version)	Christina Millian	Millian/ Karlsson/ Winnberg / Lopez	16.67%	16.67% Worldwide
593509	Amar Sin Mentiras	Marc Anthony	Estefano/Anthony	100.00%	100.00% World Wide
113587	Amazed	Poe	Danielowski Annie	50.00%	100.00% World Wide
526459	Amazin'	LL Cool J	Smith, Hugo, Williams	50.00%	50.00% World Wide
395639	America	Neil Diamond	Diamond	100.00%	100.00% WW
331279	American Dream	System of a Down	Malakian, Tankian, Odadjian, Dolmayan	100.00%	100.00% World Wide
449268	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
81532	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	Morbank/Ochoa	100.00%	100.00% World Wide
78141	Anymore	Travis Tritt	Tritt/Colucci	50.00%	50.00% World Wide
108785	Anytime	Kelly Clarkson	Walters/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
196076	Around the Way Girl	LL Cool J	Smith/James/Williams	37.50%	30% World Wide
552217	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% Sony/ATV Songs LLC	100.00% WW
523391	Auguste Rain (Georgia Rain)				
105918	Auld Lang Syne	Kenny G	Traditional arranged by Kenny G (Kenneth Bruce Gorelick), Walter Afanasieff	50.00%	50% Worldwide
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
83021	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/Field/Simmons	33.34%	33% World wide
	Bachelor Party	Nas		splits are pending	
125673	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
538294	Back Of The Bottom Drawer	Chely Wright	Rose/Wright	50.00%	50.00% 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% Sony/ATV Songs	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% Sony/ATV Songs	100.00% World Wide
124012	Band Of Brothers Main Theme- Cues	N/A	Karnes	87.50%	87.50% World wide
130250	Baya Baya	Safri Duo	Friis/Savery	100.00%	100.00% World Wide
407203	Be As You Are	Kenny Chesney	Chesney, Dillon	100.00%	100.00% World Wide
110085	Be Bop A Lula	Gene Vincent	Davis/Vincent	83.33% Sony/ATV Songs	83.33% US & Canada
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
301503	Because I Love You	Mark Oh	Brooks	100.00%	100.00% World Wide
180620	Beds Are Burning	Noyaspace	Gifford/ first/Mogirie/Garrett	100.00%	100.00% World Wide
131624	Beer For My Horses	Toby Keith/Willie Nelson	Emerick/Keith	50.00%	50.00% World Wide
496058	Beer Man	Trent Wilmon	Deathard/Wilmon	50.00%	50.00% World Wide
76449	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
86204	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% Sony/ATV Songs LLC obo Sony Songs Canada / Melstune Inc	50.00% Worldwide
272608	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

SCHEDULE A

Song #	Title	Artist	Writer(s)	US % Collected	US % Territory (WW-World Wide) Licensed
111339	Bills, Bills, Bills	Destiny's Child	Knowles, Beyonce G.	Sony/ATV Tunes LLC o/b/o Beyonce Publishing, Kelendria Music Publishing & Letoya Music Publishing/Sony/ATV Tunes (ASCAP) 10%	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
	Blood Of The Scribe	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.	100% Sony/ATV Songs LLC	100.00% WW
593835	Blue Eyes Cryin' In The Rain	N/A	Rose	100.00%	100.00% US, Canada, Central and South Am.
448705	Blue Jay Way	Beatles	Harrison	100.00%	100.00% World Wide
84754	Blue Savannah	Erasure	Bell/Clarke	100.00%	100.00% World Wide
29590	Bonnie and Shyne	Shyne	Thompson, David, Levy, Barrow, Gasslon, Guglielmi	20.00%	20.00% World Wide
303211	Boom	System Of A Down	Malakian/Tankian/Dolmayan/ Odadjian	100.00%	100.00% World wide
448367	Boomin System	LL Cool J	Smith/Williams	37.50%	37.50% World wide
196233	Boot Scootin' Boogie	Brooks & Dunn	Dunn, Ronnie G.	100.00%	100.00% World wide
35968	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
168465	Bootylicious	Destiny's Child	Nicks/Fusari/Knowles/Welsh /Moore	87.50%	87.50% World wide
302137	Born Free	Roger Williams	Barry John/Black Donald	100.00%	100.00% World Wide
106535	Born Slippy	Underworld	Smith/Hyde	100.00%	100.00% World Wide
116914	Born To Fly	Sara Evans	Evans/Hummon/Scott	33.34%	33.34% World Wide
111400	Born to Try	Delta Goodrem	Delta Goodrem/Mtawarira, Audius	100.00%	100.00% World Wide
504927	Bounce	System of a Down	Malakian, Tankian, Odadjuan, Dolmayan	100.00%	100.00% World Wide
315523	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
28725	Brass Bed	Josh Gracin	James/McBride/Hughes	33.34%	33.34% World Wide
537150	Brass Monkey	Beastie Boys	Rubin / Horowitz / Yauch / Diamond	50.00%	50.00% Worldwide
98458	Break You	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.	100% Sony/ATV Songs LLC	100.00% WW
593843	Breathe	Blu Cantrell	Martin/Matias/Bemberry/ Bradford/Harris/Joiner/Mathers/ Aznayour	17.50%	17.50% World Wide
504561	Breathe Again	Toni Braxton	Edmonds	100.00%	100.00% World wide
45152	Brick	Ben Folds Five	Folds/Jessee	100.00%	100.00% World Wide
62899	Bring Me Down	Miranda Lambert	Miranda/Howard	50.00%	50.00% World Wide
593831	Bring It All To Me	n/a	Rooney/Spencer/Shelby	25.00%	25.00% World Wide
105213	Broken Vow	Josh Groban	Fabian/Afanasieff	100.00%	100.00% World Wide
107885	Brokenheartsville	Joe Nichols	Daniels/Kees/Boudreaux/Mevis	50.00%	50.00% World Wide
490337	Brown Eyes	Destiny's Child	Knowles/Afanasieff	100.00%	100.00% World Wide
118495	Brown Skin	India Arie	Arie/Sanders/Batson	43%	42.50% World Wide
129225	BUG A BOO	DESTINY'S CHILD	Briggs, Burrus, Knowles, Roberson, Rowland, Luckett	7.50%	7.50% Worldwide
111338	Building A Mystery	Sarah McLachlan	Sarah McLachlan	50.00%	50.00% US
67839	Burnin' For You	Blue Oyster Cult	Meltzer/Roeser	100.00%	100.00% World Wide
48842	Burning Love	Elvis Presley	Linde Dennis	100.00%	100.00% World Wide
106534	Butterfly	Mariah Carey	Carey/Afanasieff	50.00%	50.00% World Wide
208913	B.Y.O.B.	System Of A Down	Malakian/Tankian/Dolmayan/ Odadjian	100.00%	100.00% World Wide
625466	By The Time I Get To Phoenix	Glen Campbell	Webb	Sony/Lastrad 46.25%	46.25% World Wide
546917	By Your Side	Sade	Denman/Matthewman/Adu/Hale	100.00%	100.00% World Wide
287780	Bye Bye Baby	TQ	Quates/Mosley/Howard	50.00%	50.00% World Wide
204566	California Love (remix)	Dr. Dre and Roger Troutman	Troutman/Troutman/Durham/Cunningham/Hudson/ Hooks	65.00%	65.00% World Wide
155408	Call and Answer	Barenaked Ladies	Duffy/Page	Sony/ATV Tunes obo Sony Uk 50% /Treat Baker Music	50.00% Worldwide
81898	Call Me	Fabulous	Barnes/Olivier/Jackson/Myers	25.00%	25.00% World Wide
505036	Call On Me	ERIC PRYDZ	Sanders, Ramsey, Huggard	25.00%	25.00% WW
288545	Calm Before The Storm	Fall Out Boy	Peter Wentz, Patrick Stumph, Joseph Trohman, Andrew Hurley	100.00%	100.00% World Wide
627739					

SCHEDULE A

Song #	Title	Artist	Writer(s)	% Collected	US Territory (WW/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	splits are pending	
133747	Caught In The Middle	Ai	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
38063	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
	Cheated (To All The Girls I've Cheated On)	Jean Wydel	Jean/Hammond/White/Bailey/David/Robinson/Malloo/Haug/Obrien/Jackson/Mckay/Wright/Leibrand	20.00%	20.00% Worldwide
167791					
127184	Cheatin' On Me	50 Cent	Barnes/Olivier/Jackson/ Burruss/ Gates	33.34%	33.34% World wide
	Cheeky Song	Cheeky Girls	Kirby/Semal/Hawes	83.00%	836.00% World Ex. Portugal, UK, Spain
502672					
600545	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
	Chicago (That Toddling Sound)	Frank Sinatra	Fisher	100.00%	100.00% Worl excl. Belgium, France, Germany, Greece, Holland, Italy, So Africa, Spain, Turkey, UK
132650					
155698	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
	Chocolat - Vianne Sets Up Shop	Theme (Incidental Music)	Rachel / Portman	100.00%	100.00% Worldwide
119402					
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	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
	Class Reunion (That Used To Be Us	Lonestar	McDonald/Myers/Primmer	33.34%	33.34% World Wide
525305					
78268	Cleopatra, Queen of Denial	Pam Tillis	Tillis/Dipiero/Buckingham	66.67%	66.67% World Wide
125911	Clint Eastwood	Gorillaz	Makromallis/Ine/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/Peterp/Martin	66.67%	66.67% World Wide
150961	Clumsy	Our Lady Peace	Nalda/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
603838	Come A Little Closer	Dierks Bently	Bently / Beavers	100.00%	100.00% World Wide
131578	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
3409941	Count On Me	Billy Gilman	Mann/Manwel	50.00%	50.00% World Wide
54583	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
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
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
168659	Crossover	EPMD	D. Garrison, E. Sermon, P. Smith, R. Troutman	40.00%	40.00% World Wide
	Cruel Summer	Bananarama	Fahey / Woodward / Swain/ Jolley / Dallin	25% Sony/ATV Tunes LLC obo Sony/ATV Music Publishing Uk Ltd	25.00% Worldwide
58343					
631753	Cry	Lyle	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
	Crying At The Discotheque	Alcazar	Rodgers / Edwards / Bard / Wolbeck / Goulos / Hansson	25.00%	25.00% Worldwide
119409					
237984	Daddy Cool	Boony M	Reyam/Fanam	100.00%	100.00% Worldwide
	Damien	DMX	Blackmon/Simmons/Smalls	50.00%	50.00% Worldwide
122700					
105934	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
	Dancin' In The Rain	Nicole C. Mullen	Nicole C. Mullen	33.34%	33.34% WW
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% US, Canada, British Isles, Ireland, Sweden, Denmark, Finland, Norway, Australia, Australasia, Italy, France

SCHEDULE A

Song Number	Title	Artist	Writer	US % Collected	US % Territory (WW=World Wide) Licensed
447616	Danger High Voltage	Electric 6	Spencer/Frezza/Navarra/ Selph/Martin	100.00%	100.00% World Wide
188507	Dangerously In Love	Beyonce	Knowles/McCalla	50.00%	50.00% World Wide
237409	Das Model	Kraftwerk	Schult/Hucter/Bartos	75.00%	75.00% World Wide
510511	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
39981	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
42300	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	Olive/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
519248	Dixie Rose Deluxe's	Trent Willmon	Heeney / Mitchel	50.00%	50.00% 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
540699	Do You Know	Da Band	Jean/Goffin/Masser/Dupiels/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
599669	Domestic, Light and Cold	Dierks Bently	Bently / Beavers	100.00%	100.00% World Wide
213007	Donde Estan Los Ladrones	Shakira	Mebarak/Ochoa	75.00%	75.00% World
1091958	Donde Estes Corazon	Shakira	Mebarak/Ochoa	100.00%	100.00% Worldwide
90248	Don't Change Your Plans	Don 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
525008	Don't Rock the Jukebox	Alan Jackson	Jackson/Murrah/Stegall	50.00%	50.00% World Wide
110755	Don't Stop	ATB	A. Tannenberger	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/Trolliard/ 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/Beathard	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, Vergea, 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/Ransom	100.00%	100.00% World Wide
88577	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/Clivilles/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/Field/Simmons	44.37%	44.37% World Wide
446111	Endless, Helpless, Hoping	Josh Gracin	Krosser/Garrett	100.00%	100.00% World Wide
284650	Entre Tus Brazos	Alejandro Fernandez	Fernandez/Estrada	100.00%	100.00% World Wide
193996	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% Sony, 33.33% Bangophile music	66.67% World Wide

SCHEDULE A

[illegible]	[illegible]	Artist	Writer	US % Collected	US % Territory (WW 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	Mitsap/Mosely/Nesion/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/Russel/Wexler	11.11%	11.11% World Wide
538815	Everything	Fefe Dobson	Dobson/Levine/McCollum	100.00%	100.00% World Wide
130246	Everything	Safri Duo	Friis/Savery	100.00%	100.00% World Wide
106555	Everything I Own	Bread	Gates, David A	Sony/ATV Tunes LLC (ASCAP)	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
243894	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
517478	Extraordinary	Liz Phair	Phair/Edwards/Spock/Christy	25.00%	25.00% World Wide
552995	Fast Cars And Freedom	Rascal Flatts	Lavoie/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/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% Sony/ATV Tunes LLC dba Portrait /Solar	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
42683	Father & Son	Boyzone	Stevens, Cat	100.00%	100.00% World Wide
333010	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% Sony / 33.33% Brooklyn Music	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	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% World Wide
51210	Fraggle Rock	Muppets	P. Balcam, D. Lee-D. Gillis?	100.00%	100.00% World Wide
	Free	DESTINY'S CHILD	Knowles/Rowland/Drawers/Garrett/Williams	splits are pending	
544540	French Kissing	Kenny Chesney	Chesney	100.00%	100.00% World Wide
74317	Friends In Low Places	Garth Brooks	Blackwell/Lee	50.00%	50.00% World Wide
133431	Fu-Gee-La	The Fugees	Wydeff / 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	Schitz, Don	Sony/ATV Tunes LLC (ASCAP)	100.00% World Wide
107460	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
523381	Georgia Rain	Yearwood	Rochelle/Hill	50.00%	50.00% World
600998	Get 2 Know Ya	??	Russo/Rugers/Bass/Grey/McCleod/Gerongco, Robert/Gerongco, Samuel	57.50%	28.75% World Wide
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
133084	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	

SCHEDULE A

Song #	Title	Artist	Writer	US % Collected	US % Territory (WW-World Wide)
78039	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
83050	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
610317	Girl	DESTINY'S CHILD	David, Robinson, Knowles, Williams, Douthit, Rowla	pending	
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
100161	Give Me One More Shot	Alabama	Rogers/Gentry/Owen	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
447869	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
588002	Go Easy On Me	Lila McCann	Beeson/Collins	50.00%	50.00% 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
127214	God, Family & Country	Craig Morgan	Morgan / Morris / McDaniel	33.34%	33.34% Worldwide
505404	God's Will	Martina McBride	Douglas/Dean	50.00%	50.00% Worldwide
525066	Goes Good With Beer	John Michael Montgomery	Beathard / Hill	50.00%	50.00% World Wide
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
108532	Goldfinger	Goldfinger	L. Briausse, A. Newley, J. Barry	100.00%	100.00% World Wide
304028	Gone	Montgomery Gentry	Dipiero/Steele	50.00%	50.00% World Wide
77187	Gone Til November	Wyclef Jean	Jean, Wyclef	Sony/ATV Tunes LLC / Huss-Zwingli Publishing Inc. (ASCAP) 100%	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
77196	Good night Sweetheart	David Kersh	Lewis/Bourdeaux/Williams	100.00%	100.00% World Wide
447874	Got the Time	Joe Jackson	Joe Jackson	100.00%	100.00% World Wide
53742	Good Times	Chic	Rogers, Nile G. , Bernard Edwards	Sony Songs Tommy Jymi Inc. (BMI) 50%	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	50.00%	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, British Isles, Ireland, Sweden, Denmark, Finland, Norway, Australia, Australasia, Italy, Switzerland, S. Africa, Belgium, Luxemburg, Dr. Boytha & Dr. Moys of Artijus-Hungary
104094	Guerilla Radio	Rage Against The Machine	De La Rocha/ Commerford/ Morello/Wilk	100.00%	100.00% World Wide
627397	Guilty	Rasmus	Yloenen/Rantasalmi/Heinonen/Hakala	100.00%	100.00% World Wide
550219	Guitars and Tiki Bars	Kenny Chesney	Chesney, Dillon, Tamburino	66.67%	66.67% 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
447882	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
113567	Haunted	Poe	Danielewski Annie	58.00%	100.00% World Wide
324695	Have You Ever Been In Love	Celine Dion	Bagge, Laila/Bagge, Anders/Hall/Nichols/Astrom	5.00%	5.00% World Wide

SCHEDULE A

Song #	Title	Artist	Writer	US % Collected	US % Territory	W-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
1805	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
87116	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
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
60868	Hello Darlin'	Conway Twitty	Twitty	100.00%	100.00%	Worldwide
83958	Hello Goodbye	Beatles	Lennon John/Mc Cartney Paul	68.67% Sony, 33.33% EMI	100.00%	World Wide
60880	Hello Walls	Faron Young	Nelson	100.00%	100.00%	World Wide
83960	Help	Beatles	Lennon John/Mc Cartney Paul	68.67% 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	68.67% 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	68.67% 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	68.67% Sony, 33.33% EMI	100.00%	World Wide
277234	Hey Lady	Cam'ron feat Freeeky Zeeeky	C.Giles,E.Jiles, V.Babb,F.Visosky, L.Troutman, R.Troutman	33.34%	33.34%	World Wide
280308	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
118052	Hey Pretty (p version)	Poe	Danielewski Annie	50.00%	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 Dan/ 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
133599	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
492325	Honesty (Write Me A List)	Rodney Atkins	Kent/Craft	50%	50%	World Wide
83966	Honey Pie	Beatles	Lennon/McCartney	68.67% Sony, 33.33% EMI	100.00%	World Wide
138189	Honk If You Honky Tonk	George Strait	Dillon/Northrup/Mellons	33.34%	33.34%	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% Sony/ATV Songs LLC	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
100576	How Do You Fall In Love	Albama	R. Fowler/T. Gentry/R. Owen	100% Sony/ATV	100.00%	World Wide
	How Do You Know	Gemini	Tommy Faragher, Nick Howard	100% SAMP-Australia	100.00%	World Wide
549178	How Does It Feel	Avril Lavigne	Kreviazuk/Lavigne	50% Sony/ATV Songs LLC	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/Angelette	20.00%	20.00%	World Wide
138951	How Was I To Know	Reba McEntire	Majeski/Rose/Smith	33.34%	33.34%	World
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
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% Sony/ATV Songs LLC	100.00%	World Wide
600983	Hush	LL Cool J feat. 7 Aurelius	Smith/Aurelius/Graham/Mims/Bushnell	35%	35.00%	World Wide

SCHEDULE A

	Title	Artist	Writer	US % Dedicated	US % Territory (WW-World Wide)
31743	Hypothetically	Lyfe	Jennings	100%	100.00% World Wide
46500	I Always Get Lucky With You	Kenny Chesney	Whitson/Church/Powers	100.00%	100.00% World Wide
63967	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 (Am. Idol)	Gray/Watters/Blancaniello)	33.34%	33.34% World Wide
85764	I Brake For Brunettes	Rhett Akins	Thomas Akins/Sandy Ramos	37.50%	37.50% World Wide
631741	I Can't	Lyfe	Jennings	100.00%	100.00% World Wide
195869	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
269261	I Can't Take It No More Remix	3LW	Barnes/Olivier/jones/Epps/Baxter/Jones/Grey	50.00%	50.00% World Wide
315834	I Can't Take You Anywhere	Scotty Emerick	Emerick/Keith	50.00%	50.00% World Wide
61367	I Could Fall In Love	Selena	Thomas	100.00%	100.00% Worldwide
253121	I Didn't Know My Own Strength	Lorrie Morgan	Dyme / Dowles	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
615251	I Like the Way	Body Rockers	Dylan Burns / James Karyotakis	66.67%	66.67% World Wide
609553	I Love	J-Lo	Rooney, Kelly, Robinson	50.00%	50.00% Worldwide
107832	I Love The Nightlife	Alicia Bridges	Bridges/Hutcheson	100% Sony/ATV Songs	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 / Folese / Folese	33.33%	33.33% World ex. Italy
123833	I Melt	Rascal Flatts	Levoz/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
123853	I Need A Vacation	Rebecca Lynn Howard	Howard/Satcher	50.00%	50.00% World Wide
77893	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
450545	I Saw The Light	Hank Williams	Hank Williams	100.00%	100.00% World Wide
519325	I See Me	Travis Tritt	Beathard/Mohr	50.00%	50.00% World Wide
316139	I See Right Through You	DJ Encore featuring Engelina	Hemmeth, Andreas Bang - Larsen, Engelina - Parsberg, -Michael - Stavnstrup, Jakob	69.33%	69.33% 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.	Sony/ATV Tunes LLC o/b/o Sony Tunes, Inc. (ASCAP) 60%	60.00% World Wide
110829	I Wanna Be With You	Mandy Moore	Thomas/ Peiken/ Arbuckle	65% Sony/ATV Tunes / Yellow Elephant Music / New Columbia Pictures ; 5% Sony/ATV Songs / Colpix Music Sushi Too Music	65.00% World wide
106764	I Wanna Love You Forever	Color Me Badd	Louis Biancaniello ,Watters, Samuel J.	Sony/ATV Tunes LLC o/b/o S M Y 50%	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 Wih 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
83990	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
56337	I Will Remember You	Sarah McLachlan	McLachlin/Egan/Morenda	40.00%	40.00% World excluding Canada

SCHEDULE A

Song No.	Title	Artist	Composer	Share	Territory
125458	I Wish I Didn't Miss You	Angie Stone	Martin / Matias / Huff / McFadden / Whitehead	20.00%	20.00% Worldwide
484257	I Wonder Do You Ever Think Of Me	Kenny Chesney	Shafer	100.00%	100.00% World Wide
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, 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
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
449212	If I Never Stop Loving You	David Kersh	Ewing / Kees	62.50%	62.50% 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
80208	If The Good Die Young	Tracy Lawrence	Nelson/Wisemon	12.50%	12.50% 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	Shapiro/Dipiero/Rutherford	66.67%	66.67% 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	Sony/ATV Songs LLC (BMI) 15%	15.00% World Wide
51595	If You Loved Me	Tracy Lawrence	Nelson / Shapiro	50.00%	50.00% Worldwide
198706	If You Tolerate This Your Children Will Be Next	Manic Street Preachers	Bradfield/Jones/Moore	1000.00%	100.00% Worldwide
549320	If You Walk Away	Fefe Dobson	Levine, Dobson	75.00%	75.00% Worldwide
106025	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
550259	I'll Never Do Better Than You	George Canyon	Clint Daniels/Martin, Tony	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	Sony/ATV Songs dba tree pub. 50% / First N' Gold 50%	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
187294	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	60.00%	50.00% World wide
237724	I'm Gonna Miss You	Milly Vanilly	Kawohl/Blischol-Fallerstein/Farian	100.00%	100.00% 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
108757	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	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/Burks/Browne/Carter	48.00%	48.00% World Wide
109531	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

SCHEDULE A

Song Code	Title	Artist	Writer	US % Collected	US % Jurisdiction (WW=World Wide) Domestic
58345	In The Summertime	Mungo Jerry	Ray Dorset	50.00%	50.00% World Wide
105212	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% Sony/Atv Tunes LLC dba Sony/ATV Music Publishing UK Ltd.	25.00% Worldwide
38104	In Your Room	The Bangles	Steinberg, Kelly, Hoffs	66.67%	66.67% Worldwide
80163	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/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 / Afanassieff	50.00%	50.00% Worldwide
82237	Inside Out	Trisha Yearwood	Adams / Peters	100.00%	100.00% Worldwide
99447	Is Anybody Home	Our Lady Peace	Maida/Lanni	Sony/ATV Tunes dba Sony Canada & Under Zenith Pub 50% / Lanni Tunes 50%	50.00% Worldwide
583756	Island Boy	Kenny Chesney	Chesney, Vassar, Tambourino	33.34%	33.34% World Wide
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	Mac Laughlin / Kenner	1250.00%	12.50% Worldwide
601148	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
7374	It's Only Make Believe	Conway Twitty	Twitty/Nance	100.00%	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
187953	Jacking 4 Beats	Ice Cube	Baker/Barbata/Ice Cube/Jones/Kaylan/Nichol/Pons	9.38%	9.37% World Wide
451020	James	Cox	Camilo Blanes	100.00%	100.00% 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
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 Tenacity	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
228007	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
213970	Jump (For My Love)	The Pointer Sisters	Mitchell/Sharron/Skordina	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%	87.50% Worldwide
606532	Just A Moment	Nas	B.H. Edwards/Jones, N.A. David Lewis/Peacock, C./Rodgers, N.	25.00%	25% 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	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/Lodal	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
167900	Keep Ya Head Up	2 Pac	Trowtman/Shakur/Anderson	31.25%	31.25% World Wide
100165	Keepin' Up	Alabama	R. Fowler/T. Genry/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
538123	Key Lime Pie	Kenny Chesney	Chesney, Anderson, Cannon	33.34%	33.34% World Wide
527941	Kill Myself	Tim McGraw	Dipiero, Smith, Terry	33.34%	33.34% World Wide
67111	Killing Me Softly With His Song	Roberta Flack; Fugees	Fox Charles/Gimbel Norman	50.00%	50.00% SONY ATV SONGS LLC ADMINISTERS O/B/O RODALI MUSIC FOR THE TERRITORY OF THE WORLD EXCLUDING THE UNITED KINGDOM, AUSTRALIA, SPAIN, PORTUGAL AND SOUTH AFRICA

SCHEDULE A

Schedule	Title	Artist	Writer(s)	US % Collected	US % Collect (WW World Wide)
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
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
	Laid To Rest	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100% Sony/ATV Songs LLC	100.00% WW
552250					
51888	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
	Le Freak	Chic	Rogers, Nile G., Bernard Edwards	Sony/ATV Songs LLC (BMI) 50%	50.00% World Wide
53778					
524335	Learn Chinese	Jin feat. Wyclef Jean	Jean/Brown/Duplessis/Auguieng	10.00%	10.00% World Wide
60068	Lesson In Leavin'	Jo Dee Messina	Brent Maher/Randy Goodrum	50.00%	50.00% World Wide
249368	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
444110	Let Them Be Little	Billy Dean	Dean / McDonald	50.00%	50.00% World Wide
608005	Let's Be Us Again	Lonestar	McDonald/James/Dorry	33.34%	33.34% World Wide
831767	Let's Do That Right	Lyle	Jennings	100.00%	100.00% World Wide
	Let's Go To Vegas	Faith Hill	Staley, Karen R.	Sony/ATV Tunes LLC (BMI) 100%	100.00% World Wide
40758					
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	Sony/ATV Tunes 80%	80.00% Worldwide
226979	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
	Like A Virgin	Madonna	Kelly, Thomas F., Steinberg, William E.	Sony/ATV Tunes LLC (ASCAP) 100%	100.00% World Wide
37791					
	Lipstick	Alejandro Guzman	Child/Domaniewski/Greene/Guzman/Horovitz/Nguy	25.00%	25.00% World Wide
	Little Ditty	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	Sony/ATV Songs dba Tree Pub & Kent Green Music 33.34% / Magnolia Hill Music 33.33% / Without Anna Music 33.33%	33.34% Worldwide
48879	Little Miss Honky Tonk	Brooks & Dunn	Dunn	100.00%	100.00% World Wide
	Live Now	Nas		SPLITS PENDING	
112399	Living And Living Well	George Strait	Martin / Nesler / Shapiro	58.33%	58.33% Worldwide
84120	Long & Winding Road	Beatles	Lennon John/Mc Cartney Paul	64.167% Sony, 35.833 EMI	100.00% World Wide
614564	Long As You Come Home	Brooke Valentine	Randolph / Spencer / Smith / Mizap / 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					
114345	Look At Us	Craig Morgan	Morgan/Cannon/Bastian	66.67%	66.67% World Wide
599602	Lose My Breath	Destiny's Child	Jerkins/Garrett/Knowles/Rowland,M. Williams/Jerkins III/ Daniels, Carte	24.18	24.18% 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
599666	Lot Of Leavin' Left To Do	Darius Bentley	Bailey/Sutton/Beavers		100% 100
	Love At First Sight	Kylie Minogue	Minogue/ Stanard/ Gallagher/ Howes/ Harrington	20.00%	20.00% Worldwide
131873					
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

SCHEDULE A

Song #	Title	Artist	Writer(s)	% Collected	% US % Territory (WW World Wide)
601917	Lover's Ghetto	Angie Stone	Temperton, Moore, Randolph, Smith, Spencer	50.00%	50.00% World Wide
59351	Love's The Only House	Martina McBride	Douglas / Cason	50.00%	50.00% Worldwide
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
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
631762	Made Up My Mind	Lyla	Jennings	100.00%	100.00% World Wide
60878	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	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
205759	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% 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		McCartney	64.167% Sony, 35.833 EMI	100.00% World Wide
505611	Maybe This Christmas		Sexsmith	100.00%	100.00% World Wide
594106	Me and Charlie Talking	Miranda Lambert	Lambert / lambert/little	33.34%	33.34% World Wide
598817	Me Dedique a Perderte	Alejandro Fernandez	Garcia	100% Sony Music ert Mx, S.A. De C.V.	100.00% WW
35323	Me Estoy Enamorando	La Mafia	Lerinaga	100.00%	100.00% World Wide
84122	Mean Mr. Mustard	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00% World Wide
25094	Meet In The Middle	Diamond Rio	Hartford/Pfrimmer/Foster	33.34%	33.34% World Wide
83303	Meet Me In Montana	Jo Dee Messina	Goodrum / Moher	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
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/Saja	62.50%	62.50% 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
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
4033	Mountain Dew	Willie Nelson	Wiseman/Lunsford	50.00%	50.00% World Wide
	Mountain Music	Alabama	Owen	100.00%	100.00% World ex. Belgium / Holland / and Luxembourg
100145	Move It On Over	George Thorogood & The Destroyers	Williams	100.00%	100.00% World Wide
450346	Move Somethin'	LL Cool J	James Smith/Johnson	pending	pending
113833	Movin Melodies	ATB	Tanneberger	100.00%	100.00% World Wide
244778	Movin On Without You	Utada Hikaru	Hikaru	100.00%	100.00% World Wide
327752	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/Pfimmer/Don	33.34%	33.34% World Wide
51164	Muppet Show Theme	Muppets	Henson; Pettie	100.00%	100.00% World Wide
111896	Murder Was The Case	Snoop Dogg	Young/Trawick/Griffin/Broadus/Arnaud	37.50%	37.50% World Wide
631689	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

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Source Title		Performer	Writer	US % Collected	US % Territory (WW/World Wide)
103251	My Baby You	Marc Anthony	Afanasieff, Walter N., Muniz, Mark A.	Sony/ATV Tunes, LLC (ASCAP) 100%	100.00% World Wide
540975	My Buddy	G-Uni	Brown/Jackson/Lloude/Morricone/Ausar	16.67%	16.67% Worldwide
448203	My Front Porch Looking In	Lonestar	McDonald/Myers/Pfirrmer	33.33%	33.33% World Wide
304061	My Give A Dama 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
515813	My Last Name	Dierks Bently	Bentley/Allen	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 Wyckoff/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
637908	My Song	Ricky Ferte	Deutsch/Ferte/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 / 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
483370	Never Been Unloved	Michael W. Smith	Smith/Kirkpatrick	50.00%	50.00% World Wide
118808	Never Gonna Give You Up	Rick Astley	Stock/Aitken/Waterman	33.34%	33.34% World wide
76404	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
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
201162	No Matter What They Say	Lil Kim	Rogers, Thompson, Danier, Dyrd, Jones, Felidano, Edwards, Henson, Archer, Beavers, Taylor, Hill, Joynes, Griffin	10.00%	10.00% World Wide
597292	No Me Quiero Enamorar	Kalimba	Donna, Oceransky, Bernal	50.00%	50.00% World Wide
512289	No Me Tortures	Daniel Rene	Pilolo/Danny Lopez	35.00%	35.00% Worldwide
38633	No More Mr. Nice Guy	Alice Cooper	Cooper/Bruce	100% Sony/ATV Songs	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	Beathard	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 / Felonte	25.00%	25.00% Worldwide
243892	Nothing Even Matters	Lauryn Hill	Hill	100.00%	100.00% World Wide
423981	November	Emerson Drive	James, Petraglia	50.00%	50.00% 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, 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
907598	Ob La Di Ob La Da	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00% World Wide
318907	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 Ferte	Deutsch/Ferte/Harris/Kats	35.00%	35.00% Worldwide
213058	Ojos Asi	Shakira	Mebarak/Flores/Garza	66.67%	66.67% World Wide
549081	Oklahoma-Texas Line	Rascal Flatts M.Bright M.I	Rascal Flatts	100.00%	100.00% Worldwide
81908	Okie From Muskogee	Merle Haggard	Powers, Haggard	100.00%	100.00% World Wide
505527	Old Blue Chair	Kenny Chesney	Chesney	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% Sony/ATV Songs LLC	100.00% WW
97049	On The Inside (Theme from "Prisoner")	Lynne Hamilton	CASWELL DAVID ALLAN	100.00%	100.00% World Wide

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604432	One Believer	Diamond Rio	Marc Beeson, Don Pfrimmer, Mike Reid	33.34%	33.34% World Wide
129117	One Day In Your Life	Anastacia	Biancaniello/Newkirk/Watters	33.33%	33.33% World Wide
	One Gun	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100% Sony/ATV Songs LLC	100.00% WW
593839					
99449	One Man Army	Our Lady Peace	Malda/Lanni	Sony/ATV Tunes obo Sony Canada & Under Zenith Pub 50% / Lanni Tunes 50%	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 18.87%	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/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
112688					
106975	One Voice	Billy Gilman	Cook, Malloy	50.00%	50.00% World Wide
450370	Only The Lonely	Roy Orbison	Melson/Orbison	50.00%	60.00% World Wide
38068	Only You	Yaz	V. Clarke	100.00%	100.00% World Wide
504338	Open Season on My Heart	Tim McGraw	Cornell, Slater	50.00%	50.00% 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
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
	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 Courvosier	Busta Rhymes	Rodgers/Edwards/Muhammed/Tyler/Linzer/Taylor/ Fareed/Smith/Hugo/Woolard/Denny/Lamb/Randal	7.50%	7.50% World Wide
329212					
	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
522305					
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
	Peaceful World	John Mellencamp	Mellencamp	100% Sony/ATV Tunes LLC obo Belmont Mall Publishing	100.00% Worldwide
127507					
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
528085	Per Te	Josh Groban	Afanasieff/Groban/Mannangell	25.00%	25.00% 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
112887					
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	Glasslaw	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	Sony/ATV Tunes LLC / Gruvia Music 33.33% / WB Music Corp. Be Le Be Muisc, About Time Music 66.67%	33.33% Worldwide
183545	Piece Of My Heart	Janis Joplin	Dems/ Ragavoy	16.67%	16.67% World Wide
145506	Pienso En Ti	Shakira	Merbarski/ 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					

SCHEDULE A

Song	Title	Artist	Writer(s)	US % Collected	US % Territory (WW-World Wide)
118573	Play	J-LO	Cory Rooney A Bagge, A. Birgisson, C. Milan	Sony/ATV Songs / LLC Cori Tiffani Publishing 5% Air Chrysalis Scandinavia (BMI) 31.66% Murlyn Songs-Universal Music Publishing 63.32%Sony/ATV Songs / LLC Cori Tiffani Publishing	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
548517	Pocahontas Proud	Gretchen Wilson	Wilson/Rich/McGehee	33.34%	33.34% 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
6452	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/Behnke/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	28.68%	28.68% 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					
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
	Put Your Hands Where My Eyes Can	Busta Rhymes	Seals/Smith	50.00%	50.00% World Wide
450185	See				
599865	Quarterbackin	E40	Adams/Stevens/Thomton/Thornton	50.00%	50.00% 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
	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	Roesser, 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 # For The Dead	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100% Sony/ATV Songs LLC	100.00% WW
583837					
525733	Re-offender	Travis	Healy	100.00%	100.00% Worldwide
541951	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
51596	Rhiannon	Fleetwood Mac	Stevie Nicks	100.00%	100.00% World Wide
512919	Rich Girl	Gwen Stefani	Krovisazuk/Stefani/Dioguardi/Alazano	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	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
	Rock The Party	Five	Gibb / Brown / Brean / Conlon / Gallagher / Stannard	8% Sony/Atv Songs LLC obo Sony/ATV Music Publishing UK Ltd.	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
602188	Rumours	Lindsay Lohan	Rooney, Jackson, Jackson, Lohan	50.00%	50.00% World Wide

SCHEDULE A

Song #	Title	Artist	Writers	US % Published	US % Controlled	Territory
	Run For Cover	Sugababes	Lipsey / Donaghy / Buena / Buchanan	Sony/ATV Songs LLC obo Sony UK Ltd 25%	25.00%	Worldwide
125150						
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
132109	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	Sony/ATV Tunes LLC c/o itself, Letoya Music Publishing/Sony/ATV Tunes,Latavia Music Publishing/Sony/ATV Tunes,Kelendria Music Publishing & Beyonce Publishing (ASCAP) 20%	20.00%	World Wide
111341						
	Say You'll Be there	Spice Girls	Beckham/Brown/Buck/Burton/Chisholm/Halliwell/Kennedy	66.67%	66.67%	World Wide
62915						
505742	Scandalous	Mistreq	Eriksen/Rustan/Hermansen	16.67%	16.67%	World Wide
315518	Science	System of a Down	Malatian, 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	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	Burnette/Mann	Sony/ATV 60%	60.00%	World wide
480038	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/Drown/Middendorf/Broadus/Thomas/Willian	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	Sony/ATV Tunes LLC 100%	100.00%	World Wide
118503	Sexy Daddy	Destiny's Child	Beyonce Knowles Damon Elliott	Sony/ATV Tunes LLC / Beyonce Publishing (ASCAP) 60%	60.00%	World Wide
	Sexy Sadie	Beatles	Lennon / McCartney	Sony/ATV Tunes LLC (ASCAP) 100%	100.00%	World Wide
84029						
	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/Seven	33.340%	33.340%	World Wide
113235	She Bangs	Ricky Martin	Manasjeff/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
119260	She Couldn't Change Me	Montgomery Gentry	Nicholson/ Knight	50.00%	50.00%	World wide
631738	She Got Kids	Lyle	Jennings	100.00%	100.00%	World Wide
544256	She Lives In My Lap	Outkast	Troutman/Hawkins/Vida/Vidal/Benjamin	5.00%	5.00%	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
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
133965	She'll Go On You	Josh Turner	Narmore	100.00%	100.00%	World Wide
118570	She'll Leave You With A Smile	George Strait	Knowles/Blackmon	50.00%	50.00%	World Wide
304065	She'll Leave You With A Smile	George Strait	Knowles/Blackmon	50.00%	50.00%	World Wide
496181	Sherry's Living in Paradise	Kenny Chesney	Chesney, Mitchel	50.00%	50.00%	World Wide
84032	She's A Woman	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
98463	She's Crafty	Beastie Boys	Horovitz/Rubin/Yauch	12.50%	12.50%	World Wide
550379	She's From Boston	Kenny Chesney	Chesney, Tamburino	50.00%	50.00%	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
234880	She's On It	Beastie Boys	Horovitz/Rubin	50.00%	50.00%	World Wide
100359	Ships That Don't Come In	Joe Diffie	Gibson / Nelson	50.00%	50.00%	Worldwide
614391	Shiver	Natalie	Solomon / Imbruglia / White	47.00%	47.00%	World Wide
242133	Show Me Love	Robin S / DJ Tonka	Mclarlane/George	100.00%	100.00%	Worldwide
	Show Me The Way To Your Love	Hear Say	Eriksen / Hermansen / Hallger	33.34%	33.34%	Worldwide
102235	Showroom Dummies	Kraftwerk	Huetter	100.00%	100.00%	US
27500	Sick Boys	Michael Ness	Michael Ness	100.00%	100.00%	World Wide

SCHEDULE A

Song Title	Artist	Writer	% Collected	% Ownership (WW World Wide)
Side	Travis	Healy	100% Sony/ATV Songs LLC obo Sony/ATV Music Publishing UK Ltd.	100.00% Worldwide
118102				
434266 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 / Rocco	30.00%	30.00% Worldwide
519472 Simple Things	Amy Grant	Grant/Thomas/O'Brian/Owsley	40.00%	40.00% World Wide
118096 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
Slow Ride	Beastie Boys	Rubin/Allen/Brown/Dickerson/Miller/Scott/Goldstein/Horowitz/Diamond/Yauch/Jordan/Levitin	5.00%	5.00% World Wide
234802				
447688 Slow Song	Joe Jackson	Joe Jackson	100.00%	100.00% World Wide
631882 Smile	Lyle	Jennings, Lambert, Potter	33.34%	33.34% World Wide
Smooth Operator	Sade	Adu/St. John	50.00%	50.00% World Wide
38707				
240842 So Damn Beautiful	Paranoid	Horrocks, Milleare, Rowe	66.66%	66.66% 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/Ahmonuel	50.00%	50.00% Worldwide
111337 So Good	Destiny's Child	Knowles,Beyonce / Rowland,Kelendria T. / Roberson,Latavia / Luckett,Letoya / Briggs,Kevin / Dumas,Kandi L.	15.00%	15.00% Worldwide
113187 So In Love With Two	Mikala	Engriquez / Erickson /Hammansen /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/Carrett / Harris	14.00%	14.00% Worldwide
79140 Solitaire	Clay Aiken	Cody/Sedaka	60.63%	60.63% World Wide
50668 Solitary Man	HIM	Diamond	100.00%	100.00% World Wide
87537 Solo En Ti	Enrique Iglesias	Clarke/Iglesias	Sony/ATV Songs obo Sony UK 93.75% / E.I. Music, Fonomusic 6.25%	93.75% Worldwide
Some Days You Gotta Dance	Dixie Chicks	Johnson/Morgan	18.75%	18.75% World Wide
99865				
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
64153 Somebody's Gonna Love You	Lee Greenwood	Cook/VanHoy	50.00%	50.00% Worldwide
114045 Someone To Love You	Ruff Endz	Rooney	100.00%	100.00% Worldwide
Somethin In The Water	Jeffrey Steele	Dipiero / Anderson / Steele	33.33% Sony/ATV Songs LLC dba Tree Publishing Co. / Love Monkey Music	33.33% Worldwide
99463				
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
516850 Somewhere Between Texas and Mexico	Pat Green	T.Suraman,I.Kelley	50.00%	50.00% Worldwide
619547 Somewhere Else	Razorlight	Johnny Borrell	100.00%	100.00% World Wide
596399 Somewhere In the Sun	Kenny Chesney	Chesney, Holt, Tucker, Hobby	25.00%	25.00% World Wide
135131 Somewhere Out There	Our Lady Peace	Coutts/Malda/Taggart	100.00%	100.00% World Wide
5258 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
511300 Songs About Rain	Gary Allen	Rose/McLaughlin	62.50%	63% World Wide
90176 Sorry Suzanne	Hollies	Anthony Gordon/Stephens Geoffrey	50.00%	50.00% World Wide
602064 Soul of a Sailor	Kenny Chesney	Chesney, Dillon, Emrick	68.67%	68.67% World Wide
Squeeze Me In	Garth Brooks / Trisha Yearwood	Nicholson / McClinton	50.00%	50.00% Worldwide
50319				
29592 Star	Erasure	Bell/Clarke	100.00%	100.00% World Wide
51501 Starsood	Our Lady Peace	Malda/Lanni/Eacrett/Lanni	Sony/ATV Tunes obo Sony Canada 75% / Unknown Publisher 25%	75.00% Worldwide
126298 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
129194 Stomp	Steps	Rodgers / Edwards / Topham / Twigg / Campbell	25.00%	25.00% Worldwide

SCHEDULE A

Song Title	Artist	Writers	US Collected	Usa/Territory (WW-World Wide)
29550 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
46892 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
336486 Streamline	System of a Down	Malakian, Tankian, Odadjian, Dolmayan	100.00%	100.00% World Wide
505478 Street Life	Beenie Man	Davis/Hormanson/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, Odadjian, 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, Odadjian, Dolmayan	100.00%	100.00% World Wide
228003 Suite Pee	System of a Down	Malakian, Tankian, Odadjian, Dolmayan	100.00%	100.00% World Wide
64983 Supermans Dead	Our Lady Peace	Maida/Lanni	Sony/ATV Tunes obo Sony Canada & Under Zenith Pub 50% / Lanni Tunes 50%	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
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
613070 Switch	Will Smith	Smith/Dennett/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
624174 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	Sony/ATV Songs LLC obo Sony Music Publishing UK Ltd 100%	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	Schulz, 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
190056 Teardrop	Massive Attack	Fraser/Del Naja/Marshall/Vowles	50.00%	50.00% World Wide
330758 Tears From the Moon	Conjure One	Baertsoen/Nowels/Sieberg	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
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
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
528007 Texas Plates	Kelly Coffie	Coffey/James	50.00%	50.00% World Wide
75422 Texas Size Heartache	Joe Diffie	Wilson / Turner	100.00%	100.00% Worldwide
54540 The Shizzle	Snoop Dogg	Young/Broadus	50.00%	50.00% World Wide
454073 Thank God For Kids	Kenny Chesney	Furch	100.00%	100.00% World Wide
607266 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
That Ain't My Truck	Rhett Akins	Shapiro / Waters / Akins	47.50%	47.50% Worldwide
46150 38254 That Ain't No Way To Go	Brooks & Dunn	Dunn/Brooks/Cook	100.00%	100.00% World Wide
131600 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/Nanmore	83.33%	83.33% World Wide
That's What She Gets For Loving Me 137540	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
105105 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
66982 The Choir	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
124191 The Coast Is Clear	Scotty Emerick	Lane/Emerick	75.00%	75.00% World Wide

SCHEDULE A

Song Title	Artist	Writer(s)	Collected %	Term (WW/World Wide)
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
46890 The Doctor's Office	Dr. Dre	Curry/Young	100.00%	100.00% World Wide
The Faded Line	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100% Sony/ATV Songs LLC	100.00% WW
593840				
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
543466 The Girls 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
130148 The Greatest View	Silverchair	Johns	100.00%	100.00% World Wide
The Hampster Dance Song		DeBoer / Grace / Miller	66.67%	66.67% SMP controls only in US, Canada, Central America and Mexico
112593 The Heart Is A Lonely Hunter	Reba	Williams / Sanders / Hill	33.33% Sony/ATV Tunes / Cross Keys Publishing	33.33% World wide
43903				
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
497519 The Love Song	Jeff Bates	Bates/Beard/Deathard	33.33%	33.33% 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
133606 The Music's No Good Without You	Cher	Thomas / Taylor / Cher / Barry	80.00%	80.00% Worldwide
92521 The Nanny Theme		Hampton Calloway	100.00%	100.00% Worldwide
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
554459				
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	Sony/ATV Tunes LLC, Purple Crayon 100%	100.00% Worldwide
126438 The Sentinel	Theme	Cooper / Mankiele	50.00%	50.00% Worldwide
125943 The Urban Theme	Muzze	Menard/Regin	50.00%	50.00% Worldwide
631734 The Way I Feel About You	Lyfe	Jennings	100.00%	100.00% World Wide
649464 The World Needs a Drink		Beathard / Church	100.00%	100.00% Worldwide
517688 The Wrong Girl	Lee Ann Womack	Rose/McLaughlin	62.50%	62.50% World Wide
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 Catha	100.00%	100.00% World Wide
149626 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
There You Are	Martina Mcbride	Dipiero / Sanders / Hill	33.33%	33.33% Worldwide
95721 There's Something Sexy About the Rain	Kenny Chesney	Chesney, Ewing	50.00%	50.00% World Wide
550381				
338368 These Days	Rascal Flatts	Robson, Steele, Wells	33.34%	33.34% Worldwide
157420 They Don't Know	Jon B	Duck/Kelly/Robinson	33.33%	33.33% World Wide
99451 Thief	Our Lady Peace	Maida/Lanni	Sony/ATV Tunes obo Sony Canada & Under Zenith Pub 50% / Lanni Tunes 50%	50.00% Worldwide
127192 Think It's A Game	Jay-Z	Carter/ Easley/Grant/Parker/ Patrick/Ties	35.00%	35.00% Worldwide
67559 Think Of You	Usher	Jeffrey/Combs/Thompson/Evans/Jones	50.00%	50.00% World Wide
76416 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
445740 This Love	Leann Rimes	Rimes/Deeson/Collins	40.00%	40.00% World Wide
131103 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
554072 Thunderbirds Are Go	Busted	T. Fletcher/J.Bourne/B. Gray, N. Sargent/C. Simpson	25% Sony	25.00% World Wide
84046 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	Rieveauv/Lavigne	50% Sony/ATV Songs LLC	50.00% World Wide
500268 Tom Jones International	Tom Jones	Jean, Jones, Duplessis	37.50%	37.50% World Wide
60880 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
76231 Tonight	Sara Evans	Johnson/Baker	50.00%	50.00% World Wide
76102 Tonite	Snoop Dogg	Durham/Blake	30.00%	30.00% World Wide
117068 Tougher Than Nails	Joe Diffie	Marvell/O'Donnell/Barnes	33.34%	33.34% World Wide

SCHEDULE A

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
	Triple Trouble	Beastie Boys	Diamond, Michael Louis; Edwards, Bernard; Horowitz, Adam; Rodgers, Nile Gregory; Yauch, Adam Nathaniel	25.00%	25.00% Worldwide
555653					
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
	Try	Nelly Furtado	West/Furtado	40.00%	40.00% World Wide
526491					
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	Ednanitos 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
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
	Upside Down	X3	Edwards / Rodgers	50% Sony/ATV Songs LLC	50.00% Worldwide
53827					
593994	Valio la Pena	Marc Anthony	Estefano/Anthony	100.00%	100.00% World Wide
117146	Video	India Arie	Broady/Harris/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
583987	Volando Entre Tus Brazos	Marc Anthony	Estefano/Reyes	100.00%	100.00% World Wide
496586	Walk A Little Straighter	Billy Currington	Beathard/Currington/Chamberlain	33.34%	33.34% World Wide
	Walk Away	Kelly Clarkson	Kreviazuk/Meida/Dieguardi/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	Quailes/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
03883	We Don't Talk Anymore	Cliff Richard	A. Tarney	100.00%	100.00% World Wide
	Weapon of Choice	Fatboy Slim	Slater / Cook / Collins	33.33% Sony/ATV Songs LLC obo Sony/ATV Music Publishing UK Ltd / Edel Music Publishing Ltd	33.33% Worldwide
117084					
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/Ahlon/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/Osunlade/Sample/Robertson	33.33%	33.33% World Wide
	What Is It	EA Sid featuring Frontline	Shon Adams/Davood Asgari/Ameer Loggins/Mark Ogleton	75.00%	75.00% World wide
599879					
137755	What It Ain't	Josh Turner	Mensy/Criswell	100.00%	100.00% World Wide
	What I've Become	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100% Sony/ATV Songs LLC	100.00% WW
593838					
131909	What The World Needs	Wynonna	James/Lamar	50.00%	50.00% World Wide
133938	What Was I Thinkin'	Dierks Bently	Bently/Beavers/Rultan	100.00%	100.00% World Wide
525827	Whatever Happened To the Heros	Jess Stone	Bell Marni A. Moore/ Chris Rojas	35.00%	35.00% World Wide
336306	Whatever You Say	Martina Mcbride	Martin/Hill	37.50%	37.50% World Wide
449039	Wheel Of Fortune Theme	Ivo	Griffin	100.00%	100.00% World Wide
517875	Wheels	Josh Gracin	Wilhelm/James	100.00%	100.00% World Wide
	When Boy Meets Girl	Terri Clark	Clark/Waters / Shapiro	47.50%	47.50% Worldwide
51224					
43743	When Can I See You Again	Babyface	Edmonds	100.00%	100.00% World Wide

SCHEDULE A

450132	When I Close My Eyes	Kenney Chesney	Musick/Springer	75.00%	75.00%	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
109569	When It All Goes South	Alabama	Jarvis/Carnes/Carnes	33.34%	33.34%	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
134200	When You Think Of Me	Mark Wills	Verges/James	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
497114	Where the Girls Are	Billy Currington	Beathard/Chaberlain/Currington	33.34%	33.34%	World Wide
106767	Where You Are	Jessica Simpson	Walters/Blancaniello/ Stamatopoulou/Lachey	90.00%	90.00%	World wide
104689	While You Loved Me	Rascal Flatts	Kim Williams / Dale Dodson / Danny Wells	Sony/ATV Tunes LLC dba Cross Keys Publishing Co. 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
117430	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
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 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	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
62448	Wish You Were Here	Mark Wills	Anderson / Ewing / Moore	25.00%	25.00%	Worldwide
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
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	Wood	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
38748	Written In The Stars	Rhonda Vincent	Majeski/Orrall	50.00%	50.00%	World Wide
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
540106	Y Que Va A Ser De Mi	Victoria	Roberto Livi, Rudy Perez	50.00%	50.00%	World Wide
507504	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
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 Nothin' 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	60.00%	60.00%	World Wide
508399	You Do Your Thing	Montgomery Gentry	Beathard/Hill	50% Sony/ATV Songs LLC	50.00%	WW
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
220699	You Really Got Me	The Kinks	Ray Davies	100.00%	100.00%	US, Canada, & Mexico
99868	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
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
68482	You're Easy On The Eyes	Terri Clark	Shapiro / Waters / Clark	58.33%	58.33%	Worldwide

EXHIBIT CO 0549

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

June 14, 2005 Agreement w/ Sony Discos

BLANKET RINGTONE LICENSE AGREEMENT

This ringtone license agreement (the "Agreement") is made and entered into as of June 14, 2005 (the "Effective Date"), by and between SONY/ATV MUSIC PUBLISHING (CANADA), c/o Sony/ATV Music Publishing 550 Madison Avenue, New York, NY 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 hereby agree as follows:

1. GRANT OF RIGHTS/RESTRICTIONS/PROCEDURES

(a) Publisher hereby grants 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. 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 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 and demonstration purposes. Company is solely responsible for obtaining such performing rights

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licenses directly from the applicable performing rights society, including, without limitation, SOCAN 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. <u>COMPANY OBLIGATIONS</u>

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

(b) In the event a composer, songwriter or licensor of a particular Composition objects to the use of such Composition hereunder, Company agrees to withdraw or remove all such Ringtones within forty-eight (48) hours after Publisher 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 and each Approved Sublicensee cease exploiting any Composition pursuant to the rights granted hereunder prior to the expiration of the Term, which Publisher may do for any reason or no reason at all; provided, however, that no third party is permitted to exploit the Composition as set forth hereunder, Company shall do so within ten (10) days after receiving notice of such request from Publisher.

(d) At all times during the Term, the Ringtones shall be stored, hosted, secured, served and delivered in accordance with Company's and it's Sub-licensees 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 reasonable 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 solely responsible for obtaining all rights necessary to publicly perform the Ringtones, as well as all costs associated therewith.

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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 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 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; 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 sums, 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**

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(a) Company and each Approved Sublicensee 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 and each Approved Sublicensee shall also send an accounting statement (the "Ringtone License Fee 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 or 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 and each Approved Sublicensee in connection with the Ringtone concerned; (vi) the period during which the Sale, transmission, download or 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 each Company and each Approved Sublicensee and for each region of the Territory

(b) Omitted Without Implication.

(c) All payments to Publisher shall be computed in the relevant local currency and remitted in Canadian 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.

(d) 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.

(e) 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 itself, 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, and Publisher may make such an examination for a particular Ringtone Licensee Fee Report, as the case may be, only once. 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

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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.

(f) For a period of 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 work-for-hire, and such arrangement or adaptation shall be a "Work Made For Hire" for Company as such term is used in 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.

(c) Only upon Publisher's request, Company shall enable five (5) designated employees of Publisher to freely and without charge or expense receive Ringtones as an End User of a 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.

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.

(i) (b) Company warrants, represents and agrees that (i) Company and each Approved Sublicensee 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 and each Approved Sublicensee's principal place of business is located within Canada; (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, neither Company nor any 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 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 Canadian and 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

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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; (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.

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(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.

(viii) Company fails to accurately disclose to Publisher the number of Ringtones embodying the Compositions hereunder that have been fixed during any calendar quarterly accounting period;

(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) "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

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deemed to have no Approved Sublicensees and Company shall have no right to grant the rights granted herein to any third party.

(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. For the avoidance of doubt, it is understood that if Company sublicenses Ringtones to an Approved Sublicensee, it is the Sale price of the Ringtone to the End User, and not the price paid by the Approved Sublicensee to Company, that shall determine the amount of Company Revenue payable hereunder.

(f) "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.

(g) "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.

(h) "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. 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).

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(i) "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.

(j) "Term" means the period specified in Article ~~8~~ 3 ~~herein.~~

(k) "Territory" means 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,

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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

And

Sony/ATV Music Publishing Canada
1670 Bayview Ave.
Suite 408
Toronto, ON M4G 3C2

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 10 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.

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(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 (CANADA) LLC

By: _____

Name: James Kerr

Title: V.P. Bus. Affairs

Date: 10/14/05

Spring Mobility Interactive, Ltd.

REDACTED

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EXHIBIT CO 0550

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

June 11, 2005 Agreement

BLANKET RINGTONE LICENSE AGREEMENT

This ringtone license agreement (the "Agreement") is made and entered into as of June 11, 2005 (the "Effective Date"), by and between SONY/ATV MUSIC PUBLISHING LLC, a Delaware limited liability company, 550 Madison Avenue, New York, NY 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 hereby agree as follows:

1. GRANT OF RIGHTS/RESTRICTIONS/PROCEDURES

(a) Publisher hereby grants 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. 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 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.

(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) In the event a composer, songwriter or licensor of a particular Composition objects to the use of such Composition hereunder, Company agrees to withdraw or remove all such Ringtones within forty-eight (48) hours after Publisher notifies you of such objection.

(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, which Publisher may do for any reason or no reason at all; provided, however, that no third party is permitted to exploit the Composition as set forth hereunder, Company shall do so within ten (10) days after receiving notice of such request from Publisher.

(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 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.

(e) Company shall be solely responsible for obtaining all rights necessary to publicly perform the Ringtones, as well as all costs associated therewith.

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, 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; and

(b) Fixation Fees.

(i) For each Ringtone embodying a Composition hereunder, a non-refundable, non-recoupable fixation and administration fee in the amount of REDACTED in respect of the initial fixation of each Composition. The Fixation Fees shall be payable in connection with the accounting statement rendered to Publisher pursuant to paragraph 6 hereof immediately following the initial fixation of the Composition concerned. For the avoidance of doubt, if more than one Ringtone is created using the same Composition, Company and each Approved Sublicensee shall pay a 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 sums, 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 and each Approved Sublicensee shall compute and pay an amount equal to the applicable Ringtone License Fees, Fixation Fees, and any other payments accrued

hereunder, subject to subparagraph 6(b) below, 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 and each Approved Sublicensee 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 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 and each Approved Sublicensee in connection with the Ringtone concerned; (vi) the period during which the Sale, transmission, download or 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 each Company and each Approved Sublicensee and for each region of the Territory.

(b) Notwithstanding anything to the contrary in subparagraph 6(a) above, and for the avoidance of doubt, in respect of the fixation of each Ringtone embodying a Composition hereunder, Company and each Approved Sublicensee shall compute and pay Fixation Fees no less than forty-five (45) days after the end of each calendar quarter of the Term during which such Ringtone was initially fixed, in respect of each such calendar quarterly period. Company shall send an accounting statement (the "Fixation Fee Report") covering the calculation and determination of the Fixation Fees including the following: (i) the title of the Composition embodied in each Ringtone fixed during the applicable calendar quarterly period; (ii) the date of initial fixation of the Ringtone concerned; and (iii) the location of the initial fixation of the Ringtone concerned. The information set forth in the preceding sentence shall be separately reflected for each Company and each Approved Sublicensee for each region of the Territory.

(c) 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.

(d) 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.

(e) 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 itself, or appoint a third party auditor to examine, those books and

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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, and Publisher may make such an examination for a particular Ringtone Licensee Fee Report or Fixation Fee Report, as the case may be, only once. 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.

(f) For a period of 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.

(c) Company shall enable five (5) designated employees of Publisher to freely and without charge or expense receive Ringtones as an End User of a 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.

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 and each Approved Sublicensee 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 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, neither Company nor any 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 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; (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.

(viii) Company fails to accurately disclose to Publisher the number of Ringtones embodying the Compositions hereunder that have been fixed during any calendar quarterly accounting period;

(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.

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11. DEFINITIONS

(a) "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.

(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. For the avoidance of doubt, it is understood that if Company sublicenses Ringtones to an Approved Sublicensee, it is the Sale price of the Ringtone to the End User, and not the price paid by the Approved Sublicensee to Company, that shall determine the amount of Company Revenue payable hereunder.

(f) "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.

(g) "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, 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.

(h) "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. 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) "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.

(j) "Term" means the period specified in Article 5 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 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 Kent

Title: VP, Bus. Affairs

Date: 6/10/05

REDACTED

Schedule A

Song #	Title	Artist	Writer(s)	US% Collected	US% Licensed	Territory
	1 In The Morning	LL Cool J	James Smith, Blackman	100.00%	100.00%	World Wide
	8 X 10	Fefe Dobson	Dobson/Levine/ McCollum	100.00%	100.00%	World
266193	A PURO DOLOR	Son By 4	Omar Alfanno	100%	100%	World Wide
337255	(A) Real Fine Place to Start	Sara Evans	Ducas/Foster	50.00%	50.00%	World
131973	A Year At A Time	Kevin Denny	Wilson/Demarcus	100.00%	100.00%	World Wide
593985	Ahora Quien	Marc Anthony	Estefano/Reyes	100.00%	100.00%	Worldwide
593985	AHORA QUIEN	Marc Anthony	Estefano/Reyes	100.00%	100.00%	World Wide
67841	Aida	Sarah McLachlan	McLachlan/Marchand	100.00%	100.00%	World X Canada
597582	Ain't Nothin Wrong	Houston	Edmonds/Dixon/Thomas/Dawkins/Mason Jr	17.50%	17.50%	World Wide
548027	Algo Tienes	Paulina Rubio	Chris Rodriguez, Manny Benito	50.00%	50%	World Wide
501788	AMARTE DUELE	Natalia Lafourcade	Natalia Lafourcade	100%	100%	World Wide
449288	American Trilogy	Elvis Presley	Newbury	100.00%	100.00%	Worldwide
67832	Angel	Sarah McLachlan	McLachlan	100.00%	100.00%	World X Canada
526778	Answer	Sarah McLachlan	McLachlan	100.00%	100.00%	World X Canada
145497	Antologia	Shakira	Merbarak/Ochoa	100.00%	100.00%	World Wide
555217	As Good as I Once Was	Toby Keith	Emerick/Keith	50.00%	50%	World Wide
330525	ASEREJE	Las Ketchup	Manuel Ruiz	100%	100%	World Wide
593842	Ashes Of The Wake	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100% Sony/ATV Songs LLC	100.00%	WW
110240	ASI ES LA VIDA	Olga Tañón	Omar Alfanno	100%	100%	World Wide
163718	AZUCAR AMARGO	Fey	Ablanedo / Boradoni	100%	100%	World Wide
	B.Y.O.B.	System Of A Down	Malakian/Tankian/Dolmayan/ Odadjian	100.00%	100.00%	World Wide
503927	Baby I Love U	Jennifer Lopez	Rooney/Lopez/Shea/ Barry	33.34%	33%	World Wide
625721	Back When	Tim McGraw	Lynch, Stevens, Smith	33.34%	33.34%	World Wide
	Bad, Bad, Leroy Brown	Jim Croce	Croce	100.00%	100.00%	World
338712	BANDIDA	Elvis Crespo	Elvis Crespo	100%	100%	World Wide
497293	Be As You Are	Kenny Chesney	Chesney, Dillon	100.00%	100.00%	World Wide
116474	Be Thankful For What You've Got	William DeVaughn	DeVaughn	60.63%	60.63%	World
	Big Chips	Jay Z & R Kelly	R. Kelly/S. Carter/J.C.Olivier, S.J. Barnes/	splits are pending		
518523	Bigger Than My Body	John Mayer	Mayer	100.00%	100.00%	World
127937	Bitter Side Of Sweet	Tracy Lawrence	Criswell/White	50.00%	50.00%	World
593835	Blood Of The Scribe	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100% Sony/ATV Songs LLC	100.00%	WW
505397	Bobby Darwin's Daughter	Tracy Lawrence	Boone/Nelson/Huckabee	33.33%	33.33%	World
35968	Boot Scootin' Boogie	Brooks & Dunn	Dunn, Ronnie G.	100.00%	100.00%	World wide
593843	Break You	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100% Sony/ATV Songs LLC	100.00%	WW
593831	Bring Me Down	Miranda Lambert	Miranda/Howard	50.00%	50.00%	World Wide
107865	Broken Vow	Josh Groban	Fabiani/Atanasieff	100.00%	100.00%	World Wide
129225	Brown Skin	India Arie	Sanders/Batson/Arie	42.50%	42.50%	World
67839	Building A Mystery	Sarah McLachlan	McLachlan/Marchand	50.00%	50.00%	World X Canada
	By The Time I Get To Phoenix	Glen Campbell	Webb	46.25%	46.25%	World
	Bye Bye Boyfriend	Fefe Dobson	Dobson/Levine/ McCollum	100.00%	100.00%	World
	Candida	Tony Orlando & Dawn	Levine/Wine	55.00%	55.00%	World

Schedule A

	Cater 2 U	Destiny's Child	Knowles/Rowland/Walker/Rude/Williams/Jenkins	splits are pending		
329626	CELOS	Marc Anthony	Jaen/Anthony	75%	75%	World Wide
100164	Christmas In Dixie	Alabama	Gentry/Cook/Owen/Herndon	100.00%	100.00%	World Wide
213119	Ciega Sordomuda	Shakira	Mebarak / Estefano	75.00%	75.00%	World Wide
525305	Class Reunion (That Used To Be Us)	Lonestar	Mcdonald, Myers, Phrimmer	33.34%	33.34%	Worldwide
125911	Clint Eastwood	Gorillaz	Makromallis/Irie/Albarn/Hewlett	25.00%	25.00%	World Wide
	Comin' In And Out Of Your Life	Barbra Streisand	Whiteside/Parker	7.71%	7.71%	World
137560	Cowboys Like Us	George Strait	DiPiero/Smith	50.00%	50.00%	World
	Dancin' In The Rain	Nicole C. Mullen	Nicole C. Mullen	33.34%	33.34%	WW
188507	Dangerously In Love	Beyonce	Knowles/McCalla	50.00%	50.00%	World Wide
550618	Diamond In The Back	Ludacris	DeVaughn/Bridges/Houston/ Beauregard	45.46%	45.46%	World Wide
520778	Dirty Little Secret	Sarah McLachlan	McLachlan	100.00%	100.00%	World X Canada
519248	Dixie Rose Deluxe's	Trent Willmon	Heeney / Mitchel	50.00%	50.00%	World Wide
542313	Do You Want Fries With That	Tim McGraw	Beathard, Phillips	50.00%	50.00%	World Wide
213067	Donde Estan Los Ladrones	Shakira	Mebarak/Ochoa	75.00%	75.00%	World
1E+06	Donde Estas Corazon	Shakira	Mebarak/Ochoa	100.00%	100.00%	Worldwide
	Don't let me Die	R Kelly & Jay Z	Barnes/Olivier/Kelly/Carter/Mosley	splits are pending		
526772	Drifting	Sarah McLachlan	McLachlan	100.00%	100.00%	World X Canada
138402	Drinkin' Bone	Tracy Byrd	Phillips/Beathard	50.00%	50.00%	World
519639	Drugs or Jesus	Tim McGraw	James, Lindsey, Verges, Mayo	25.00%	25.00%	World Wide
627908	DUELE VERTE	Ricardo Arjona	Ricardo Arjona	100%	100%	World Wide
320385	EL GATO VOLADOR	La Cripta (El Chombo)	Carlos Cordoba	100%	100%	World Wide
271834	EL ULTIMO ADIOS	Paulina Rubio	Estefano	100%	100%	World Wide
341635	ENTRA EN MI VIDA	Sin Bandera	Schajris/Garcia	50%	50%	World Wide
086775	ES MENTIROSO	Olga Tañon	Barreras	100%	100%	World Wide
145494	Estoy Aqui	Shakira	Merbarak / Ochoa	100.00%	100.00%	World Wide
	Everything	Fefe Dobson	Dobson/Levine/McCollum	100.00%	100.00%	World
517476	Extraordinary	Liz Phair	Phair/Edwards/Spock/Christy	25.00%	25.00%	World Wide
527998	Fallen	Mya	Shelton/Veney/Hill/Bond/Toledo	25.00%	25.00%	World wide
524013	Fallin	Sarah McLachlan	McLachlan	100.00%	100.00%	World X Canada
552995	Fast Cars And Freedom	Rascal Flatts	Levox/Thrasher/Mobl	33.34%	33.34%	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% Sony / 33.33% Brooklyn Music	65.00%	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
544540	French Kissing	Kenny Chesney	Chesney	100.00%	100.00%	World Wide
523391	Georgia Rain (Augusta Rain)	Trisha Yearwood	Hill/Rochelle	50.00%	50.00%	World Wide
	Get Dancin'	Disco Tex & The Sex-o-lites	Crewe/Nolan	34.37%	34.37%	World
	Girl	DESTINY'S CHILD	Davis, Robinson, Kno	pending		
	Give It Up	Fefe Dobson	Dobson/Levine	100.00%	100.00%	World
625338	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
505494	God's Will		Douglas/Dean	50.00%	50.00%	Worldwide
487828	Goodbye Time	Blake Shelton	Hicks/Murrah	100.00%	100.00%	World Wide

Schedule A

609979	Gotta Go Gotta Leave (Tired)	Vivian Green	Green/Bervine	50.00%	50.00%	World Wide
550219	Guitars and Tiki Bars	Kenny Chesney	Chesney, Dillon, Tamburino	66.67%	66.67%	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
528373	Help Pour Out The Rain	Buddy Jewell	Jewell	100.00%	100.00%	World
537494	Here For The Party	Gretchen Wilson	Wilson/Rich/Alphin	33.33%	33.33%	World Wide
450542	Hey Good Lookin'	Jimmy Buffett and Friends	Williams	100.00%	100.00%	World Wide
614385	Hold You Down	J-Lo	Troutman/Rooney/Beck, Riddick, Cartegena, Christopher, Bruno,	38.00%	38.00%	World Wide
537502	Homewrecker	Gretchen Wilson	Wilson/Teren/Rutherford	33%	33%	World Wide
492325	Honesty (Write Me A List)	Rodney Atkins	Kent/Clements	50.00%	50.00%	World
138188	Honk If You Honky Tonk	George Strait	Dillon/Northrup/Mellons	33.34%	33.34%	World Wide
451658	Hot Mama	Trace Adkins	Shapiro/Beathard	100.00%	100.00%	World
94938	Hotel	Cassidy feat. R Kelly	Edwards/Rogers/Rease/ Dean/ Kelly	20.00%	20.00%	World Wide
593844	Hour Glass	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100% Sony/ATV Songs LLC	100.00%	WW
543091	House In California	Keb' Mo	Nicholson/Moore	50.00%	50.00%	World Wide
138377	How Am I Doin'	Dierks Bently	Bentley/X	50.00%	50.00%	World Wide
549176	How Does It Feel	Avril Lavigne	Kreviazuk/Lavigne	50% Sony/ATV Songs LLC	50.00%	World Wide
600983	Hush	LL Cool J feat. 7 Aurelius	Smith/Aurelius/Graham/Mims/Bushnell	35%	35.00%	World Wide
46500	I Always Get Lucky With You	Kenny Chesney	Whitson/Church/Powers	100.00%	100.00%	World Wide
553521	I Believe	Fantasia (Am. Idol)	Gray/Watters/Biancaniello)	33.34%	33.34%	World Wide
115834	I Believe In You And Me	Whitney Houston	Wolfert/Linzer	23.13%	23.13%	World
37787	I Can't Take You Anywhere	Scotty Emerick	Emerick/Keith	50.00%	50.00%	World
255595	I Drove All Night	Celine Dion/Cyndi Lauper	Steinberg/Kelly	100.00%	100.00%	Worldwide
496268	I Go Back	Kenny Chesney	Chesney	100.00%	100.00%	World Wide
523252	I Got A Feelin'	Billy Currington	Beathard/Currington/Chamberlain	33.33%	33.33%	World Wide
123833	I Love This Bar	Toby Keith	Emerick/Keith	50.00%	50.00%	World
123653	I Melt	Rascal Flatts	Levox/Thrasher	33.34%	33.34%	World Wide
519325	I Need A Vacation	Rebecca Lynn Howard	Howard/Satcher	50.00%	50.00%	World
304059	I See Me	Travis Tritt	Beathard/Moir	50.00%	50.00%	World Wide
56937	I Want To With You	Leann Rimes	Shapiro/Rutherford	50.00%	50.00%	World Wide
484267	I Will Remember You	Sarah McLachlan	McLachlan/Egan/Merenda	40.00%	40.00%	World X Canada
	I Wonder Do You Ever Think Of Me	Kenny Chesney	Shafer	100.00%	100.00%	World Wide

Schedule A

	Ice Ice Baby	Vanilla Ice	Johnson/Van Winkle/Brown	6.66%	6.66%	World Wide
45900						
447340	If Heaven	Andy Griggs	Peters	100.00%	100.00%	World Wide
553487	If She Were Any Other Woman	Buddy Jewell	Beavers/Lovelace/Harrington	33.34%	33.34%	World Wide
527462	If You Ever Stop Loving Me	Montgomery Gentry	DePiero/Shapiro/Rutherford	66.66%	66.66%	World Wide
	I'll Have To Say I Love You In A Song	Jim Croce	Croce	100.00%	100.00%	World
522811	I'm A Rough Ryder	Drag-On	Qualtes/Smalls/Williams/Davis	25.00%	25.00%	World Wide
106531	In The Ghetto	Presley, Elvis	M Davis	75.00%	75.00%	World Wide
524128	Industry	Wyclef	Jean/Duplessis/ Witherspoon/Riser/ Dean	37.50%	37.50%	World
	Island Boy	Kenny Chesney	Chesney, Vassar, Tambourino	33.34%	33.34%	World Wide
593756						
501148	It's Getting Better All the Time	Brooks & Dunn	Cook/Bowman	100.00%	100.00%	Worldwide
	Jambalaya	Hank Williams	Hank Williams	60.00%	60.00%	US
450461						
	Julia	Fefe Dobson	Dobson/Levine	100.00%	100.00%	World
488976	Just A Kid	Kenny Chesney	Ewing/Blazy	50.00%	50.00%	World Wide
		Nas	B.H. Edwards/Jones, N./L. David Lewis/Peacock, C./Rodgers, N.	25.00%	25%	
606532	Just A Moment					Worldwide
526873	Keg In The Closet	Kenny Chesney	Chesney/James/Onaly	100.00%	100.00%	World Wide
	Key Lime Pie	Kenny Chesney	Chesney, Anderson,. Cannon	33.34%	33.34%	World Wide
536123						
67111	Killing Me Softly With His Song	Roberta Flack; Fugees	Fox Charles/Gimbel Norman	50.00%	50.00%	SONY ATV SONGS LLC ADMINISTERS O/B/O RODALI MUSIC FOR THE TERRITORY OF THE WORLD EXCLUDING THE UNITED KINGDOM, AUSTRALIA, SPAIN, PORTUGAL AND SOUTH AFRICA.
	Kiss Me Fool	Fefe Dobson	Dobson/Levine/ McCollum	100.00%	100.00%	World
	Knock Three Times	Tony Orlando & Dawn	Brown/Levine	55.00%	55.00%	World
595291	La Locura	Yahir	Alejandro Jaen, Rafael Vergara, William Paz	33.34%	33%	World Wide
	La Tortura	Shakira		100.00%	100%	World Wide
	Laid To Rest	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100% Sony/ATV Songs LLC	100.00%	WW
552250						
79138	Laughter In The Rain	Neil Sedaka	Sedaka/Cody	60.83%	60.83%	World
212301	Lawdy Miss Clawdy	Elvis Presley	Price	100.00%	100.00%	World Wide
524335	Learn Chinese	Jin feat. Wyclef Jean	Jean/Brown/Duplessis/Auyueng	10.00%	10.00%	World Wide
444110	Let Them Be Little	Billy Dean	Dean / McDonald	50.00%	50.00%	World Wide
	Like A Virgin	Madonna	Kelly, Thomas F. , Steinberg, William E.	Sony/ATV Tunes LLC (ASCAP) 100%	100.00%	World Wide
37791						
129698	Long Black Train	Josh Turner	Turner	100.00%	100.00%	World
	Look At Us	Craig Morgan	Morgan/Cannon/Bastian	66.67%	66.67%	World Wide
114345						

Schedule A

599802	Lose My Breath	Destiny's Child	Jerkins/Garrett/Knowl es/Rowland,M. Williams/Jerkins III/ Daniels, Carle	24.16	24.16%	World Wide	
537405	Lose Myself	JC Chasez	Moccio/Chasez/Boldt	20.00%	20.00%	World	
599866	Lot Of Leavin' Left To Do	Dierks Bently	Betley/Rutlan/Beaver s		100%		100
	Love Of A Woman	Travis Tritt	Kevin Brandt	100.00%	100.00%	World	
	Love Will Keep Us Together	Captin & Tennille	Sedaka/Greenfield	55.00%	55.00%	World	
527801	Loving Days	Kylie Minogue	Stannard/Minogue	25.00%	25.00%	World Wide	
619457	Lyla	Oasis	Gallagher, Noel	100.00%	100.00%	World Wide	
550382	Magic	Kenny Chesney	Chesney	100.00%	100.00%	World Wide	
497555	Making Memories Of Us	Keith Urban	R. Crowell	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	
67936	Men In Black	Will Smith	Washington/Smith/ Rushen/McFadden				
64339	Mi Morena	Josh Groban	Page	100.00%	100.00%	World Wide	
527452	MIENTES TAN BIEN	Sin Bandera	Nahuel Schajris / Leonel Garcia	100%	100%	World Wide	
451662	Mr. Mom	Lonestar	Harbin/Ron/McDonal d/Pfrimmer/Don	33.34%	33.34%	World Wide	
304061	My Give A Damn Is Busted	Jo Dee Messina	Diffie/Shapiro/Martin	58.34%	58.34%	World Wide	
531268	My Heart Belongs To Me	Barbra Streisand	Gordon	46.25%	46.25%	World	
515613	My Last Name	Dierks Bentley	Bentley/Allen	50.00%	50.00%	World	
118500	Nasty Girl	Destiny's Child	Knowles/ Dent / Brassl / Hackett	30.00%	30.00%	Worldwide	
330075	NO ME ENSEÑASTE	Thalia	Estefano	100%	100%	World Wide	
597292	No Me Quiero Enamorar	Kalimba	Domm, Oceransky, Bemal	50.00%	50.00%	World Wide	
495927	No Shoes, No Shirt, No Problem	Kenny Chesney	Beathard	100.00%	100.00%	World	
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	
	Numb/Encore	Jay-Z / Linkin Park	Carter/West	18.75%	18.75%	World Wide	
318997	Objection	Shakira	Mebarak	100.00%	100.00%	World Wide	
213058	Ojos Asi	Shakira	Mebarak/Flores/Garz a	66.67%	66.67%	World Wide	
505527	Old Blue Chair	Kenny Chesney	Chesney	100.00%	100.00%	World Wide	
593828	Omerta	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100% Sony/ATV Songs LLC	100.00%	WW	
593839	One Gun	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100% Sony/ATV Songs LLC	100.00%	WW	
	Operator	Jim Croce	Croce	100.00%	100.00%	World	
524145	Party To Damascus	Wyclef feat. Missy Elliot	Jean/Duplessis/Elliot	60.00%	60.00%	World Wide	
	Party Your Body	Stevie B	Hill	100.00%	100.00%	World	
628085	Per Te	Josh Groban	Groban/Afanasieff/ Mannangeli	25.00%	25.00%	World	
138090	Perfect	Sara Evans	Evans/Martin/Shapiro	100.00%	100.00%	World Wide	
526779	Perfect Girl	Sarah McLachlan	McLachlan/Marchand	75.00%	75.00%	World	
447592	Pickin' Wildflowers	Keith Anderson	Williams, Rich, Anderson	33.34%	33.34%	World Wide	
145506	Pienso En Ti	Shakira	Merbarak/ Ochoa	100.00%	100.00%	World Wide	
222157	PINTAME	Elvis Crespo	Elvis Crespo	100%	100%	World Wide	
610407	Play Something Country	Brooks & Dunn	Dunn/McBride	50.00%	50.00%	World Wide	
205879	POR QUE ES TAN CRUEL EL AMOR	Ricardo Arjona	Egar Ricardo Arjona Morales	100%	100%	World Wide	

Schedule A

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
4661	Pretty Paper	Willie Nelson	Nelson	100.00%	100.00%	World Wide
526775	Push	Sarah McLachlan	McLachlan	100.00%	100.00%	World
527450	QUE LLORO	Sin Bandera	Garcia	100%	100%	World Wide
593837	Remorse If For The Dead	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100% Sony/ATV Songs LLC	100.00%	WW
	Revolution Song	Fefe Dobson	Dobson/Levine/ McCollum	100.00%	100.00%	World
	Rich Girl	Gwen Stefani	Kreviazuk/Stefani/Diguardi/Allazano	91.00%	5.00%	World Wide
	Rock It	Fefe Dobson	Dobson/Levine	100.00%	100.00%	World
527546	ROSAS	La Oreja De Van Gogh	Montero, San Martin, Benegas, Fuentes, Garde	100%	100%	World Wide
527546	ROSAS	La Oreja De Van Gogh	Montero, San Martin, Benegas, Fuentes, Garde	100%	100%	World Wide
595356	Rub My Back	LL Cool J	James Smith, Tim Mosley	50.00%	50.00%	World Wide
508748	Run, Run, Run	Ryan Tyler	Powell/Davis/Kayle	33.34%	33.34%	World
145504	Se Quiere Se Mata	Shakira	Mebarak/Ochoa	100.00%	100.00%	World Wide
538924	Sentada Aqui en mi Alma	Cheyenne	Estefano/Reyes	100.00%	100.00%	Universe
68137	Sesame Street Theme	N/A	Raposo/Hart/Stone	Sony/ATV 50%	50.00%	World excluding Asian territories
329253	SEXUAL LOVER (Y YO SIGO AQUI)	Paulina Rubio	Estefano	100%	100%	World Wide
498181	Sherry's Living In Paradise	Kenny Chesney	Chesney, Mitchel	50.00%	50.00%	World Wide
550379	She's From Boston	Kenny Chesney	Chesney, Tamburino	50.00%	50.00%	World Wide
549173	Slipped Away	Avril Lavigne	Kreviazuk/Lavigne	50% Sony/ATV Songs LLC	50.00%	World Wide
516380	So Gone	Monica	Elliot/Cunningham/ Rye/Ahmonuel	50%	50%	World
619517	Soldier	Destiny's Child	Knowles/Rowland/Harrison/Williams/Carter/Garrett/ Harris	14.00%	14.00%	Worldwide
596399	Somewhere In the Sun	Kenny Chesney	Chesney, Holt, Tucker, Hobby Maida/Taggart/	25.00%	25.00%	World Wide
135131	Somewhere Out There	Out Lady Peace	Coutts	100%	100%	World
511300	Songs About Rain	Gary Allen	Rose/McLaughlin	62.50%	63%	World Wide
602064	Soul of a Sailor	Kenny Chesney	Chesney, Dillon, Emrick	66.67%	66.67%	World Wide
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
	Stupid Little Love Song	Fefe Dobson	Dobson/Levine/ McCollum	100%	100%	World
174087	SUAVEMENTE	Elvis Crespo	Elvis Crespo	100%	100%	World Wide
624734	Sugar, We're Goin' Down	Fall Out Boy	Wentz, Stumph, Trohman, Hurley	100.00%	100.00%	World Wide
106528	Suspicious Minds	Elvis Presley	Zambon	100.00%	100.00%	World Wide
67827	Sweet Surrender	Sarah McLachlan	McLachlan	100%	100%	World X Canada
	Take Me Away	Fefe Dobson	Dobson/Levine	100%	100%	World
624523	Talk	Coldplay	Schult, Huetter, Bartos,Martin, Berryman, Buckland, Champion	37.50%	37.50%	World Wide
626007	Texas Plates	Kellie Coffie	Coffey/James	50.00%	50.00%	World Wide
454073	Thank God For Kids	Kenny Chesney	Edward Futch	100%	100%	World Wide
131500	That's A Woman	Mark Wills	Jones/Rutherford	50.00%	50.00%	World Wide

Schedule A

	That's What I Love About Sunday	Craig Morgan	Dorsey/Narmore	83.33%	83.33%	World Wide
517626						
448997	The Angel At The Top Of The Tree	Kenny Chesney	Chesney/Dillon/Cannon	67%	67%	World Wide
515443	The Chipmunk Song	The Chipmunks	Bagdasarian	100%	100%	US
516102	The Christmas Song	n/a	Torme/Wells	50.00%	50.00%	US
516102	The Christmas Song	n/a	Torme/Wells	50%	50%	US
124191	The Coast Is Clear	Scotty Emerick	Lane/Emerick	75.00%	75.00%	World Wide
	The Faded Line	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100% Sony/ATV Songs LLC	100.00%	WW
593840						
543724	The Loneliness	Babyface	Edmonds	100.00%	100.00%	World Wide
301012	The Sixth Sense Theme	n/a	Howard	100%	100%	World
549464	The World Needs a Drink		Beathard / Church	100.00%	100.00%	Worldwide
	The Worst That Could Happen	Johnny Maestro & The Brooklyn Bridge	Webb	46%	46%	World
550381	There's Someyhing Sexy About the Rain	Kenny Chesney	Chesney, Ewing	50.00%	50.00%	World Wide
445740	This Love	Leann Rimes	Rimes/Beeson/Collins	40.00%	40.00%	World Wide
526777	Time	Sarah McLachlan	McLachlan	100%	100%	World X Canada
	Time In A Bottle	Jim Croce	Croce	100%	100%	World
597294	TOCANDO FONDO	Kalimba	Domm/Guccha	65%	65%	World Wide
549175	Together	Avril Lavigne	Kreviazuk/Lavigne	50% Sony/ATV Songs LLC	50.00%	World Wide
75231	Tonight	Sara Evans	Johnson/Baker	50.00%	50.00%	World Wide
526773	Train Wreck	Sarah McLachlan	McLachlan	100%	100%	World X Canada
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
213099	Tu	Shakira	Mebarak/O'brien	50.00%	50.00%	World Wide
	U Already Know	112	Garrett/Edwards/Twelve/Ivers/Parker	50.00%	50.00%	World Wide
319011	Underneath Your Clothes	Shakira	Mebarak/Mendez	7500.00%	75.00%	World
	Unforgiven	Fefe Dobson	Dobson/Levine	100%	100%	World
593820	Unreachable	Ashley Simpson	Simpson, Mann, Fox, Novil, Fraxler	20.00%	20.00%	World Wide
	Up, Up, And Away	5th Dimension	Webb	46%	46%	World
593994	Valio la Pena	Marc Anthony	Estefano/Anthony Sanders/Hargis/	100.00%	100.00%	World Wide
117140	Video	India Arie	Arie/Brody Beathard/Cumington/	60%	60%	World
496586	Walk A Little Straighter	Billy Cunningham	Chamberlain	33%	33%	World
	Walk Away	Kelly Clarkson	Kreviazuk/Maida/Dioguardi/Clarkson	30.00%	30.00%	World Wide
	We Belong Together	Mariah Carey		13%	12.81%	World Wide
	We Went For A Ride	Fefe Dobson	Dobson/Levine	100%	100%	World
507909	What Is Love?	Vivan Green	Green/Roberson/ Osunlade/ Sample	33%	33%	World
	What I've Become	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100% Sony/ATV Songs LLC	100.00%	WW
593836						
515441	What Up Gangsta	50 Cent	Jackson/Twelow	50%	50%	World
497557	When Daddy Was A Strong Man	Tracy Lawrence	Beathard/Marvel	50%	50%	World
543497	When I Think About Cheatin'	Gretchen Wilson	Wilson/McGhee/Rich	33.34%	33.34%	World Wide
131816	When The Sun Goes Down	Kenny Chesney	James	100.00%	100.00%	World Wide
131358	When You Fall In Love Like That	Tracy Lawrence	Martin/Nesler	50.00%	50.00%	World Wide
111528	When You Say You Love Me	Josh Groban	Scofield/Hammond	50%	50%	World
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
117438	Whiskey Lullabye	Brad Paisley w/Alison Kraus	Anderson/Randall	50.00%	50.00%	World Wide
549178	Who Knows	Avril Lavigne	Kreviazuk/Lavigne	50% Sony/ATV Songs LLC	50.00%	World Wide
517483	Why Can't I	Liz Phair	Phair/Duplessis/ Witherspoon/ Riser/Dean	25%	25%	World

Schedule A

518060	With You	Jessica Simpson	Mann/Marvel/Simpson	38.00%	38.00%	World Wide
526783	World On Fire	Sarah McLachlan	McLachlan/Marchand	25%	25%	World X Canada
138355	You Can't Take The Honky Tonk (	Brooks N Dunn	DiPiero/ Allmand	50%	50%	World
508399	You Do Your Thing	Montgomery Gentry	Beathard/Hill	50% Sony/ATV Songs LLC	50.00%	WW
168450	You Gots to Chill	EPMD	Sermon Erick S; Smith Parrish Joseff; Troutman Roger	31.25%	31.25%	World Wide
127603	Your Body Is A Wonderland	John Mayer	Mayer	100%	100%	World

EXHIBIT CO 0551

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

June 1, 2005 Agreement

BLANKET RINGTONE LICENSE AGREEMENT

This ringtone license agreement (the "Agreement") is made and entered into as of June 1, 2005 (the "Effective Date"), by and between SONY/ATV MUSIC PUBLISHING LLC, a Delaware limited liability company, 550 Madison Avenue, New York, NY 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 hereby agree as follows:

1. GRANT OF RIGHTS/RESTRICTIONS/PROCEDURES

(a) Publisher hereby grants 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. 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 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 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.

(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) In the event a composer, songwriter or licensor of a particular Composition objects to the use of such Composition hereunder, Company agrees to withdraw or remove all such Ringtones within forty-eight (48) hours after Publisher notifies you of such objection.

(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, which Publisher may do for any reason or no reason at all; provided, however, that no third party is permitted to exploit the Composition as set forth hereunder, Company shall do so within ten (10) days after receiving notice of such request from Publisher.

(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 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.

(e) Company shall be solely responsible for obtaining all rights necessary to publicly perform the Ringtones, as well as all costs associated therewith.

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: REDACTED of Company Revenue from such Sale; or REDACTED, 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; 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 sums, 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 and each Approved Sublicensee 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 and each Approved Sublicensee 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 or 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 and each Approved Sublicensee in connection with the Ringtone concerned; (vi) the period during which the Sale, transmission, download or 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 each Company and each Approved Sublicensee and for each region of the Territory.

(b) Omitted Without Implication.

(c) 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.

(d) 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.

(e) 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 itself, 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, and Publisher may make such an examination for a particular Ringtone Licensee Fee Report or Fixation Fee Report, as the case may be, only once. 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.

(f) For a period of 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.

(c) Company shall enable five (5) designated employees of Publisher to freely and without charge or expense receive Ringtones as an End User of a 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.

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 and each Approved Sublicensee 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 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, neither Company nor any 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 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; (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.

(viii) Company fails to accurately disclose to Publisher the number of Ringtones embodying the Compositions hereunder that have been fixed during any calendar quarterly accounting period;

(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) 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.

(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. For the avoidance of doubt, it is understood that if Company sublicenses Ringtones to an Approved Sublicensee, it is the Sale price of the Ringtone to the End User, and not the price paid by the Approved Sublicensee to Company, that shall determine the amount of Company Revenue payable hereunder.

(f) "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.

(g) "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, 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.

(h) "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. 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) "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.

3 (k)

(j) "Term" means the period specified in Article ~~6~~ herein.

(k) "Territory" means the United States of America, it's territories and possessions; and Canada, it's territories and possessions.

(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:

REDACTED

And a copy to:

REDACTED

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: James Kant

Title: V.P. Bus. Affairs

Date: 8/10/05

REDACTED

SCHEDULE A

Selection	Title	Artist	Writer(s)	US % Claim	Int'l % Claim	Territory
1789	50/50	Lemar	Hermansen, T.E.Miller, M./Obika, Lemar/Ruston, H./Mikkel SE	12.50%	12.50%	World Wide
27609	83	John Mayer	Mayer	100%	100.00%	World Wide
112809	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
58027	(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
609373	1000 Good Intentions	Fuse Against	Principe/McIlrath/Barnes/Wiskinski	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
39003	50,000 Names	George Jones	O'Hara	100.00%	100.00%	Worldwide
127338	8 Days of Christmas	Destiny's Child	Knowles / McCella	50%	50.00%	Worldwide
110756	9PM	Atb	Tennenberger/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
131973	A Year At A Time	Kevin Denny	Wilson/Demarcus	100.00%	100.00%	World Wide
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
523509	Aero Dynamic	Kraftwerk	Schmitt/Huetter/Hilpert	100.00%	100.00%	Worldwide
117039	After All	Brett James	James/Davis	50.00%	50.00%	World Wide
293845	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
583985	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
*04958	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	Pauline Rubio	Chris Rodriguez, Manny Benito	50.00%	50%	World Wide
596105	Alive	Kenny Wayne Shepherd	Fredericksen/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
612560	All I Have	Jennifer Lopez	Riddick/Dowser/Richardson/Smith/McPherson/Jeffrey	8.34%	8%	World Wide
102020	All I Wanna Do	Sheryl Crow	Gilbert, Kevin	Sony/ATV Tunes LLC (ASCAP) 18.50%	18.50%	World Wide
66520	All I Want For Christmas Is You	Mariah Carey	Carey/Afanasieff	50.00%	50.00%	World Wide
448710	All My Exes Live In Texas	George Strait	Shafer	100.00%	100.00%	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%	SONY CONTROL WORLD EX FRANCE, BELGIUM, LUXEMBOURG WHERE MCA FRANCE CONTROLS FOR LIFE OF COPYRIGHT
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
132105	All Rise	Blue	Eriksen / Ruston / 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
1308	Anthem For the Year 2000	Silver Chair	Johns	100.00%	100.00%	World
1089	Always Come Back To Your Love	Samantha Mumba	Eriksen / Ruston / Hermansen	33.34%	33.34%	Worldwide
2699	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/Stanke	100.00%	100.00%	World wide
124396	AM TO PM (Spanish Version)	Christina Milian	Milian/ Karlsson/ Winnberg / Lopez	16.67%	16.67%	Worldwide

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Song #	Title	Artist	Writers	Percentage Controlled	Percentage Territory
3899	Amar Sin Mentiras	Marc Anthony	Estefan/Anthony	100.00%	100.00% World Wide
3587	Amazed	Poe	Danielewski Annie	50.00%	100.00% World Wide
326459	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	65.00%	65.00% World Wide
24475	And The Beat Goes On	The Whispers	Shelby/Shockley/Sylvers/Smith	66.67%	66.67% World Wide
87832	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	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
106078	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
	Ashes Of The Wake	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100% Sony/ATV Songs LLC	100.00% WW
593842					
523391	Augusta Rain (Georgia Rain)				
	Auld Lang Syne	Kenny G	Traditional arranged by Kenny G (Kenneth Bruce Gorelick), Walter Afanasieff	50.00%	50% Worldwide
105918					
503927	Baby I Love U	Jennifer Lopez	Rooney/Lopez/Shea/Barry	33.34%	33% World Wide
108540	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
538294	Back Of The Bottom Drawer	Chely Wright	Rose/Wright	50.00%	50.00% 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
25721	Back When	Tim McGraw	Lynch, Stevens, Smith	33.34%	33.34% World Wide
2679	Bad Case Of Loving You	Robert Palmer	John Martin	100% Sony/ATV Songs	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% Sony/ATV Songs	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	Frits/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% Sony/ATV Songs	83.33% US & Canada
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
301503	Because I Love You	Mark Oh	Brooks	100.00%	100.00% World Wide
180626	Beds Are Burning	Novaspace	Gifford/first/Mcginle/Garrett	100.00%	100.00% World Wide
131824	Beer For My Horses	Toby Keith/Willie Nelson	Emerick/Keith	50.00%	50.00% World Wide
496958	Beer Man	Trent Willmon	Beathard/Willmon	50.00%	50.00% World Wide
76449	Beer Thirty	Brooks and Dunn	Dunn, Ronnie G.	Sony/ATV Songs LLC c/o itself, Tree Publishing Co. & Showbilly Music (BMI) 50%	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% Sony/ATV Songs LLC obo Sony Songs Canada / Metatune Inc	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.Olivor, S.J. Barnes/	splits are pending	
2759	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

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1339	Bills, Bills, Bills	Destiny's Child	Knowles, Beyonce G.	Sony/ATV Tunes LLC o/b/o Beyonce Publishing, Kelendris Music Publishing & Letoya Music Publishing/Sony/ATV Tunes (ASCAP) 10%	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
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
583835	Blood Of The Scribe	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100% Sony/ATV Songs LLC	100.00%	WW
448705	Blue Eyes Cryin' In The Rain	N/A	Rose	100.00%	100.00%	US, Canada, Central and South Am.
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
448367	Boom	System Of A Down	Malakian/Tankian/Dolmayan/ Odadjian	100.00%	100.00%	World wide
106233	Boomin System	LL Cool J	Smith/Williams	37.50%	37.50%	World wide
35998	Boot Scootin' Boogie	Brooks & Dunn	Dunn, Ronnie G.	100.00%	100.00%	World wide
188465	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
302197	Bootylicious	Destiny's Child	Nicks/Fusari/Knowles/Welsh /Moore	87.50%	87.50%	World wide
108535	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
104927	Born to Try	Delta Goodrem	Delta Goodrem/Mtawarira, Audius	100.00%	100.00%	World Wide
15523	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.	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
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% Sony/ATV Songs LLC	100.00%	WW
504561	Breathe	Blu Cantrell	Martin/Matias/Demberry/ 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
593631	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
107865	Broken Vow	Josh Groban	Fabian/Afanasieff	100.00%	100.00%	World Wide
490337	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
48842	Burnin' For You	Blue Oyster Cult	Meltzer/Roeser	100.00%	100.00%	World Wide
106534	Burning Love	Elvis Presley	Linda Dennis	100.00%	100.00%	World Wide
208913	Butterfly	Mariah Carey	Carey/Afanasieff	50.00%	50.00%	World Wide
825488	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 48.25%	48.25%	World Wide
287760	By Your Side	Sade	Denman/Matthewman/Adu/Hale	100.00%	100.00%	World Wide
204559	Bye Bye Baby	TQ	Quates/Mosley/Howard	50.00%	50.00%	World Wide
155408	California Love (remix)	Dr. Dre and Roger Troutman	Troutman/Troutman/Durham/Cunningham/Hudson/ Hooks	65.00%	65.00%	World Wide
81898	Call and Answer	Barenaked Ladies	Duffy/Page	Sony/ATV Tunes obo Sony Uk 50% /Treat Baker Music	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

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5743	Candida	Levine/Wine	Tony Orlando & Dawn	Sony/Lastrada	55.00% World Wide
	(Can't Believe) This Is Me	J-Lo		55% 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	splits are pending	
133747	Caught In The Middle	A1	Adams / Malazzi / Porter / Mitra	50.00%	50.00% Worldwide
451168	Center Of My heart	Lenny Kravitz	Martin/Durton/Philips	33.34%	33.34% World Wide
38093	Chains Of Love	Erasure	Bell/Bell/Martin	100.00%	100.00% Wend wide
107850	Change Of Heart	Theme	Bule / Cobb	100.00%	100.00% Worldwide
	Cheated (To All The Girls I've Cheated On)	Jean Wyclef	Jean/Hammond/White/Bailey/David/Robinson/Mazoo/Haug/Obrien/Jackson/Mckay/Wright/Leibrand	20.00%	20.00% Worldwide
187791					
127184	Cheatin' On Me	50 Cent	Barnes/Olivier/Jackson/ Burruss/ Gates	33.34%	33.34% World wide
	Cheeky Song	Cheeky Girls	Kirtley/Semal/Hawes	83.00%	836.00% World Ex. Portugal, UK, Spain
502672					
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
	Chicago (That Todding Sound)	Frank Sinatra	Fisher	100.00%	100.00% Worl excl. Belgium, France, Germany, Greece, Holland, Italy, So Africa, Spain, Turkey, UK
132650					
155696	Children of the Ghetto	Mary J. Blinge	Amoo/Amoo	100.00%	100.00% Wend Wide
297776	Chillin	Nodjo	Rodgers/Edwards/Destagnol.Trachart	20.00%	20.00% World Wide
515443	Chipmunk Song	Alvin & The Chipmunks		100.00%	100.00% World X Eurpoe
	Chococlat - Vianne Sets Up Shop	Theme (Incidental Music)	Rachel / Portman	100.00%	100.00% Worldwide
119402					
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
	Class Reunion (That Used To Be Us)	Lonestar	McDonald/Myers/Primmer	33.34%	33.34% World Wide
25305					
8268	Cleopatra, Queen of Denial	Pam Tillis	Tillis/Diplero/Buckingham	66.67%	66.67% World Wide
125911	Clint Eastwood	Gorillaz	Makromaltis/Iric/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	Malda/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
131578	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
3409941	Count On Me	Billy Gilman	Mann/Marvel	50.00%	50.00% World Wide
54503	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
137580	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
804089	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
	Cruel Summer	Bananarama	Fahey / Woodward / Swain/ Jolley / Dallin	25% Sony/ATV Tunes LLC obo Sony/ATV Music Publishing Uk Ltd	25.00% Worldwide
58343					
342937	Cry Baby	Janis Joplin	Bernal/ Meade	16.67%	16.67% USA
450364	Crying	Roy Orbison	Melson/Orbison	62.50%	62.50% US
	Crying At The Discotheque	Alcazar	Rodgers / Edwards / Bard / Wolfbeck / Goulos / Hansson	25.00%	25.00% Worldwide
119499					
237984	Daddy Cool	Boney M	Reyam/Fariam	100.00%	100.00% Worldwide
	Damien	DMX	Blackmon/Simmons/Smalls	50.00%	50.00% Worldwide
422700					
505034	Damn	Fabolous	Edwards, Rodgers, Jackson, Barnes, Oliver	50.00%	50.00% Worldwide
590408	Dancing For Rain	Rise Against	Rise Against	100.00%	100.00% Worldwide
	Dancin' In The Rain	Nicole C. Mullen	Nicole C. Mullen	33.34%	33.34% WW
1156	Dancin' Shagin' On The Boulevard	Alabama	Owen/Fowler/Gentry	100.00%	100.00% World Wide
149	Dang Me	Roger Miller	Miller	100.00%	100.00% US, Canada, British Isles, Ireland, Sweden, Denmark, Finland, Norway, Australia, Australasia, Italy, France
447616	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

SCHEDULE A

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
9511	Daughters	John Mayer	John Mayer	100.00%	100.00% World Wide
03539	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 Dieja 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
269202	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
519248	Dixie Rose Deluxe's	Trent Willmon	Heeney / Mitchel	50.00%	50.00% 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	Jesin/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	Bearhard, 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
1091958	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
227000	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	84.167% Sony, 35.833 EMI	100.00% World Wide
523066	Don't Rock the Jukebox	Alan Jackson	Jackson/Murrah/Siegal	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/Trotlard/ Joly/Kharl/Ronald	50.00%	50.00% World Wide
243869	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/Bearhard	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/Tenson	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/Civiles/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
446111	Endless, Helpless, Hoping	Josh Gracin	Krosser/Garrett	100.00%	100.00% World Wide
284850	Entre Tus Brazos	Alejandro Fernandez	Fernandez/Estrada	100.00%	100.00% World Wide
593906	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
753	Eternal Flame	Bangles	Steinberg/Kelly/Hoffs	66.67% Sony, 33.33% Bangophile music	66.67% World Wide
596181	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	Misap/Mosely/Nelson/Smith	pending	pending

SCHEDULE A

Song No.	Title	Artist	Writer	US Collect	Use Territory W/O World Wide
1860	Everybody Hates Me	Tim McGraw	Beathard, Hill	50.00%	50.00% World Wide
939	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
100240	Everything	Safri Duo	Friis/Severy	100.00%	100.00% World Wide
105555	Everything I Own	Bread	Gates, David A.	Sony/ATV Tunes LLC (ASCAP)	100.00% World Wide
148074	Everytime I Close My Eyes	Babyface	Edmonds	100.00%	100.00% World Wide
243888	Everything Is Everything	Lauryn Hill	Hill	100.00%	100.00% World Wide
243894	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
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% Sony/ATV Tunes LLC dba Portrait /Solar	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
42683	Father & Son	Boyzone	Stevens, Cat	100.00%	100.00% World Wide
333016	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
100138	Feeling So Good	Jennifer Lopez	Cartagena, Combs, Lopez, Rios, Rooney, Standard	25.00%	25.00% Worldwide
	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% Sony / 33.33% Brooklyn Music	65.00% World Wide
516740	Fight Test	Flaming Lips	Stevens/Coyne/Fridmann/ Ivins/Drozd	75.00%	75.00% World Wide
537370	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
4777	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	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
61210	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	
544540	French Kissing	Kenny Chesney	Chesney	100.00%	100.00% World Wide
74317	Friends In Low Places	Garth Brooks	Blackwell/Lee	50.00%	50.00% World Wide
133431	Fu-Gee-La	The Fugees	Wydeff / 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	Sony/ATV Tunes LLC (ASCAP)	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
623391	Georgia Rain	Yearwood	Rochelle/Hill	50.00%	50.00% World
600998	Get 2 Know Ya	??	Risto/Nugent/Bass/Grey/McCleod/Gerongco, Robert/Gerongco, Samuel	57.50%	28.75% World Wide
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
818558	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	
130	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

SCHEDULE A

[illegible]	Title	Artist	Writer(s)	US	Territory	WW Wide
9317	Girl	DESTINY'S CHILD	Davis, Robinson, Knowles, Williams, Douthit, Rowle	[illegible]		
4854	Girls	Beastie Boys	Rubin/Horowitz	75.00%	75.00%	World Wide
	Girls	Carrion feat. Maria Lisa	Gibb/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
100161	Give Me One More Shot	Alabama	Rogers/Gentry/Owen	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
025330	Go	Common feat. John Mayer	Mayer/Lynn/Lewis/West	20.00%	20.00%	World Wide
598002	Go Easy On Me	Lila McCann	Beeson/Collins	50.00%	50.00%	World Wide
522600	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
127214	God, Family & Country	Craig Morgan	Morgan / Morris / McDaniel	33.34%	33.34%	Worldwide
505494	God's Will	Martina McBride	Douglas/Dean	50.00%	50.00%	Worldwide
	Goes Good With Beer	John Michael Montgomery	Beathard / Hill	50.00%	50.00%	World Wide
525068						
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
108532	Goldfinger	Goldfinger	L. Bricusse, A. Newley, J. Barry	100.00%	100.00%	World Wide
304028	Gone	Montgomery Gentry	Diplem/Steela	50.00%	50.00%	World Wide
		Wyclef Jean	Jean, Wyclef	Sony/ATV Tunes LLC / Huss-Zwingli Publishing Inc. (ASCAP) 100%	100.00%	Worldwide
77187	Gone Til November					
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
77196	Good night Sweetheart	David Kersh	Lewis/Bourdeaux/Williams	100.00%	100.00%	World Wide
447674	Got the Time	Joe Jackson	Joe Jackson	100.00%	100.00%	World Wide
	Good Times	Chic	Rogers, Nile G. , Bernard Edwards	Sony Songs Tommy Jymi Inc. (BMI) 50%	50.00%	World Wide
53742						
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
609379	Gotta Go Gotta Leave (Tired)	Vivian Green	Green/Bevine	50.00%	50.00%	World Wide
1740	Green Green Grass Of Home	Tom Jones; Porter Wagoner	Putman	100.00%	100.00%	US, Canada, British Isles, Ireland, Sweden, Denmark, Finland, Norway, Australia, Australasia, Italy, Switzerland, S. Africa, Belgium, Luxemburg, Dr. Boytha & Dr. Moya of Artijus-Hungary
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
550219	Guitars and Tiki Bars	Kenny Chesney	Chesney, Dillon, Tamburino	66.67%	66.67%	World Wide
623034	Ha Ha	Tamyra Gray	Watters/Biancantello/ Gray	25.00%	25.00%	World Wide
610191	Hands Up	TLC	Babyface, Simmons	75.00%	75.00%	World Wide
422653	Hang On Sloopy	Aaron Carter	Russell/Farrell	16.67%	16.67%	World Wide
	Hang On To Your Love	Sade	Matthewman, Adu	100.00%	100.00%	World Wide
38701						
83956	Happiness Is A Warm Gun	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
447662	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
113567	Haunted	Poe	Danielewski Annie	58.00%	100.00%	World Wide
324698	Have You Ever Been In Love	Celine Dion	Dagge, Leila/Dagge, Anders/Hall/Nichols/Astrom	5.00%	5.00%	World Wide
53984	Have You Ever Really Loved A Women	Bryan Adams	Adams/Lange/Kamen	33.33%	33.33%	World wide
180	He Stopped Loving Her Today	George Jones	Braddock/Putman	100.00%	100.00%	World Wide
179	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
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

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7116	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
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
80686	Hello Darlin'	Conway Twitty	Twitty	100.00%	100.00% Worldwide
83958	Hello Goodbye	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00% World Wide
60880	Hello Walls	Faron Young	Nelson	100.00%	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
260309	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
118052	Hey Pretty (lp version)	Poe	Danielewski Annie	50.00%	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	Horowitz/Rubin/Yauch	25.00%	25.00% World Wide
33438	Hold The Line	Toto	Paich	100.00%	100.00% World Wide
13432	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
531502	Homewrecker	Gretchen Wilson	Wilson/Teren/Rutherford	33%	33% World Wide
492325	Honesty (Write Me A List)	Rodney Atkins	Kent/Craft	50%	50% World Wide
83966	Honey Pie	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
138188	Honk If You Honky Tonk	George Strait	Dillon/Northrup/Mellons	33.34%	33.34% 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
451058	Hot Mama	Trace Adkins	Shapiro/Bestnard	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% Sony/ATV Songs LLC	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
136377	How Are 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
100575	How Do You Fall In Love	Alabama	R. Fowler/T. Gentry/R. Owen	100% Sony/ATV	100.00% World Wide
	How Do You Know	Gemini	Tommy Faragher, Nick Howard	100% SAMP-Australia	100.00% World Wide
549178	How Does It Feel	Avril Lavigne	Kreviazuk/Lavigne	50% Sony/ATV Songs LLC	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
138951	How Was I To Know	Reba McEntire	Majesk/Russ/Smith	33.34%	33.34% World
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
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% Sony/ATV Songs LLC	100.00% World Wide
963	Hush	LL Cool J feat. 7 Aurelius	Smith/Aurelius/Graham/Mims/Dushnell	35%	35.00% World Wide
2500	I Always Get Lucky With You	Kenny Chesney	Whitson/Church/Powers	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 (Am. Idol)	Gray/Walters/Biancaniello)	33.34%	33.34% World Wide
85764	I Brake For Brunettes	Rhett Akins	Thomas Akins/Sandy Ramos	37.50%	37.50% World Wide
195869	I Can't Live Without My Radio	LL Cool J	Smith/Rubin	87.50%	87.50% World Wide

SCHEDULE A

[illegible]	[illegible]	[illegible]	[illegible]	US % Claimed	US % Territory (WW=World Wide)
5331	I Can't Read You	Daniel Bedingfield	Bedingfield	100.00%	100.00% World Wide
1192	I Can't Stop Loving You	Don Gibson	Gibson	100.00%	100.00% World Wide
69261	I Can't Take It No More Remix	3LW	Barnes/Olivier/Jones/Epps/Baxter/Jones/Grey	50.00%	50.00% World Wide
115834	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
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
614406	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
615251	I Like the Way	Body Rockers	Dylan Burns / James Karyotakis	66.67%	66.67% World Wide
609553	I Love	J Lo	Rooney, Kelly, Robinson	50.00%	50.00% Worldwide
107632	I Love The Nightlife	Alicia Bridges	Bridges/Hutcheson	100% Sony/ATV Songs	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	Kymaxx	Maisby	100.00%	100.00% World Wide
123653	I Need A Vacation	Rebecca Lynn Howard	Howard/Satcher	50.00%	50.00% World Wide
77093	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
450515	I Saw The Light	Hank Williams	Hank Williams	100.00%	100.00% World Wide
10325	I See Me	Travis Tritt	Beathard/Mohr	50.00%	50.00% World Wide
18139	I See Right Through You	DJ Encore featuring Engelina	Hemmeth, Andreas Berg - Larsen, Engelina - Parsberg, -Michael - Stavnstrup, Jakob	69.33%	69.33% 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/Dristol/Edmons/Tolbert/Lighty/Hugger/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.	Sony/ATV Tunes LLC o/b/o Sony Tunes, Inc. (ASCAP) 60%	60.00% World Wide
110029	I Wanna Be With You	Mandy Moore	Thomas/ Peken/ Arbuckle	65% Sony/ATV Tunes / Yellow Elephant Music / New Columbia Pictures ; 5% Sony/ATV Songs / Colpix Music Sushi Too Music	65.00% World wide
106784	I Wanna Love You Forever	Color Me Badd	Louis Biancaniello ,Walters, Samuel J.	Sony/ATV Tunes LLC o/b/o S M Y 50%	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
190018	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
53781	I Want Your Love	Chic	Edwards / Rodgers	50% Sony/ATV Songs LLC	50.00% Worldwide
83990	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
1458	I Wish I Didn't Miss You	Angie Stone	Martin / Matias / Huff / McFadden / Whitehead	20.00%	20.00% Worldwide
287	I Wonder Do You Ever Think Of Me	Kenny Chesney	Shafer	100.00%	100.00% World Wide
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, Philips, Larson, Pfister	85.50%	85.50% World Wide

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Song No.	Title	Artist	Writer	% Collected	% Territory
	Ice Ice Baby	Vanilla Ice	Johnson/Van Winkle/Brown	6.66%	6.66% World Wide
46000					
106561	If	Bread	Gates David A	100.00%	100.00% World Wide
442340	If Heaven	Andy Griggs	Peters	100.00%	100.00% World Wide
108772	If I Needed Someone	Beatles	Harrison	100.00%	100.00% World Wide
449212	If I Never Stop Loving You	David Kersh	Ewing / Kees	62.50%	62.50% 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
80208	If The Good Die Young	Tracy Lawrence	Nelson/Wiseman	12.50%	12.50% 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	Stennard/Gallagher/Howes/Harrington/Murphy	20.00%	20.00% World Wide
	If You Ever Stop Loving Me	Montgomery Gentry	Shapiro/Diplero/Rutherford	66.67%	66.67% World Wide
527462					
527462	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	Sony/ATV Songs LLC (BMI) 15%	15.00% World Wide
99466					
	If You Loved Me	Tracy Lawrence	Nelson / Shapiro	50.00%	50.00% Worldwide
51595					
	If You Tolerate This Your Children		Bradfield/Jones/Moore	1000.00%	100.00% Worldwide
198706	Will Be Next	Manic Street Preachers			
549320	If You Walk Away	Rafe 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	Weiss/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
550259	I'll Never Do Better Than You	George Canyon	Clint Daniels/Martin, Tony	100.00%	100.00% World Wide
10880	I'll Never Forgive My heart	Brooks & Dunn	Dunn/Dunn/Dillon	100.00%	100.00% World Wide
0134	I'll Think Of A Reason Later	Lee Ann Womack	Martin / Nichols	37.50%	37.50% Worldwide
4494	I'm A Believer	Monkeys	Diamond	75.00%	75.00% World Wide
522611	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	Sony/ATV Songs dba tree pub. 50% / First N' Gold 50%	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% Wolrd Wide
104231					
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
130206	I'm Gonna Be Alright	Jennifer Lopez	Lopez/Rooney/Oliver/Cook/ Lapread	50.00%	50.00% World wide
237724	I'm Gonna Miss You	Milly Vanilly	Kawohl/Bischof-Fallenstein/Fanan	100.00%	100.00% World wide
208354	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					
		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	Ellinger/Simon/Smith	25.00%	25.00% World Wide
78005					
	I'm Your Baby Tonight	Whitney Houston	L.A. Reid, Babyface	62.50%	62.50% World Wide
27848					
	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 Mannie Fresh	Lennon John/Mc Cartney Paul	100.00%	100.00% World Wide
527412	In My Life	The Rasmus	Ylönen,Lauri/Heinonen,Eero/Rantasalo	100.00%	100.00% World Wide
289714	In My Lifetime	Jay-Z	Romeo/Burks/Browne/Carter	48.00%	48.00% World Wide
108531	In The Ghetto	Presley, Elvis	M Davis	75.00%	75.00% World Wide
402	In the Shadows	Rasmus	Yloenen/Ramasahin/Heinonen/Hakala	100.00%	100.00% World Wide
145	In The Summertime	Mungo Jerry	Ray Dorset	50.00%	50.00% World Wide
15212	In This Skin	Jessica Simpson	Fusari/Harmon/Simpson	33.34%	33.34% World Wide
131872	In Your Eyes	Kylie Minogue	Stannard / Minogue / Gallagher / Howes	25% Sony/Atv Tunes LLC dba Sony/ATV Music Publishing UK Ltd.	25.00% Worldwide

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[illegible]	Title	Artist	Writer	US Collected	US Collection (Worldwide)	
1104	In Your Room	The Bangles	Steinberg, Kelly, Hoffs	66.67%	66.67%	Worldwide
1153	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
449838	Indian Outlaw	Tim McGraw	Loudermilk / Simmons / Barnes	33.34%	33.34%	World Wide
524128	Industry	Wyclef Jean	Jean/Duplessis/Whitherspoon/River/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
120519	Insatiable	Darren Hayes	Hayes / Afanasieff	50.00%	50.00%	Worldwide
82237	Inside Out	Trisha Yearwood	Adams / Peters	100.00%	100.00%	Worldwide
89447	Is Anybody Home	Our Lady Peace	Malda/Lanni	Sony/ATV Tunes obo Sony Canada & Under Zenith Pub 50% / Lanni Tunes 50%	50.00%	Worldwide
593758	Island Boy	Kenny Chesney	Chesney, Vassar, Tambourino	33.34%	33.34%	World Wide
447897	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
7374	It's Only Make Believe	Conway Twitty	Twitty/Nance	100.00%	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
451020	Jamas	Cox	Camilo Blanes	100.00%	100.00%	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	Griffen	100.00%	100.00%	World Wide
116727	Jezebel	Chely Wright	Hummon / Demarcus	50% Sony/ATV Songs LLC dba Tree Publishing Co. / Songs of Teracel	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
228007	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	JUSQUA ME PERDRE	Garou	ADAMS BRYAN, KENNEDY ELIOT JOHN	87.50%	8750%	Worldwide
608532	Just A Moment	Nas	B.H. Edwards/Jones, N.A. David Lewis/Peacock, C./Rodgers, N.	25.00%	25%	Worldwide
447702	Just Because	Joe Jackson	Joe Jackson	100.00%	100%	World Wide
38065	Just Can't Get Enough	Depache 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	Effmer/Lonich/Bacharach/Hal/Loclet	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
167900	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/H. 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
330836	Ketchup Song	Las Ketchup	Ruiz/Benito	100.00%	100.00%	World Wide
109219	Key Lango	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
527941	Kill Myself	Tim McGraw	Dipiero, Smith, Terry	33.34%	33.34%	World Wide
67111	Killing Me Softly With His Song	Roberta Flack; Fugees	Fox Charles/Gimbel Norman	50.00%	50.00%	SONY ATV SONGS LLC ADMINISTERS O/B/O RODALI MUSIC FOR THE TERRITORY OF THE WORLD EXCLUDING THE UNITED KINGDOM, AUSTRALIA, SPAIN, PORTUGAL AND SOUTH AFRICA.
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
156598	Kissing You	Des'ree	Weeks/Attack	50.00%	50.00%	World Wide
[illegible]	Knock Three Times	Tony Orlando & Dawn	Brown/Levine	Sony/Lastrada 55%	55%	World Wide
333819	Kuela Las Playas	Las Ketchup	Ruiz/Munoz/Munoz/Munoz	100.00%	100%	World Wide

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886	La Bomba	King Africa	Zambrana,Fabio	100.00%	100.00% World Wide
232	La Brisa	Queen	Francisco Manuel Ruiz Gomez	100.00%	100% World Wide
p95291	La Locura	Yahir	Alejandro Jaon, 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
	Laid To Rest	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100% Sony/ATV Songs LLC	100.00% WW
552250					
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
	Le Freak	Chic	Rogers, Nile G. , Bernard Edwards	Sony/ATV Songs LLC (BMI) 50%	50.00% World Wide
53776					
624335	Learn Chinese	Jin feat. Wyclef Jean	Jean/Brown/Duplessis/Auyueng	10.00%	10.00% World Wide
80068	Lesson In Leavin'	Jo Dee Messina	Brent Maher/Randy Goodrum	50.00%	50.00% 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
444110	Let Them Be Little	Billy Dean	Dean / McDonald	50.00%	50.00% World Wide
508005	Let's Be Us Again	Lonestar	McDonald/James/Derry	33.34%	33.34% World Wide
	Let's Go To Vegas	Faith Hill	Staley, Karen R.	Sony/ATV Tunes LLC (BMI) 100%	100.00% World Wide
40758					
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	Sony/ATV Tunes 60%	60.00% 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
	Like A Virgin	Madonna	Kelly, Thomas F. , Steinberg, William E.	Sony/ATV Tunes LLC (ASCAP) 100%	100.00% World Wide
37791					
	Lipstick	Alejandra Guzman	Child/Domaniewski/Greene/Guzman/Horovitz/Nguy	25.00%	25.00% World Wide
	Little Ditty	Tom T. Hall/Alan Jackson	Hall	100.00%	100.00% World Wide
19849					
7240	Little by Little	Noel Gallagher	Gallagher	100.00%	100.00% WW
20832	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
46879	Little Miss Honky Tonk	Brooks & Dunn	Dunn	100.00%	100.00% World Wide
	Live Now	Nas		SPLITS PENDING	
112399	Living And Living Well	George Strait	Martin / Nesler / Shapiro	50.33%	50.33% Worldwide
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
	Long Tall Sally	Little Richard	Penniman/Johnson/Blackwell	100.00%	100.00% World Wide
82975					
114345	Look At Us	Craig Morgan	Morgan/Cannon/Dastion	66.67%	66.67% World Wide
509802	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, Fraty Hynes	95.00%	95% World Wide
509888	Lot Of Leavin' Left To Do	Darius Bently	Bailey/Rattan/Beavers		100% 100
	Love At First Sight	Kylie Minogue	Minogue/ Stanard/ Gallagher/ Howes/ Harrington	20.00%	20.00% Worldwide
131873					
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
69351	Love's The Only House	Martina McBride	Douglas / Cason	50.00%	50.00% Worldwide
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
69	Lucille	Kenny Rogers	Bowling Roger Dale/Dynum 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
509400	Luv U Better	LL Cool J	Smith/Williams/Hugo	33.34%	33.34% World Wide
618457	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
60678	Madman	Silverchair	Johns	100.00%	100.00% World wide

SCHEDULE A

Song No.	Title	Artist	Writer	Ownership %	Ownership %	Territory
1382	Magic	Kenny Chesney	Chesney	100.00%	100.00%	World Wide
64005	Magical Mystery Tour	Beatles	Lennon, John W. McCartney, Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
108570	Make It With You	Bread	Gates David A	100.00%	100.00%	World Wide
3642	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
407558	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, 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 / Nul	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
594106	Me and Charlie Talking	Miranda Lambert	lambert / lambert/little	33.34%	33.34%	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
25004	Meet In The Middle	Diamond Rio	Hartford/Frimmer/Foster	33.34%	33.34%	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 Movisa 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
74007	Michelle	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
74213	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/Philips	30.00%	30.00%	WW
340320	Moment Like This	Kelly Clarkson	Reid/Elofson	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
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/Jemberg	33.33% Sony/ATV Songs, 33.33% Sony/ATV Tunes	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
4033	Mountain Dew	Willie Nelson	Wiseman/Lunaford	50.00%	50.00%	World Wide
100145	Mountain Music	Alabama	Owen	100.00%	100.00%	World ex. Belgium / Holland / and Luxembourg
460546	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	Tenneberger	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	Herbin/Ron/McDonald/Frimmer/Don	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	Young/Trawick/Griffin/Dorsey/Arnoud	37.50%	37.50%	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.	Sony/ATV Tunes, LLC (ASCAP) 100%	100.00%	World Wide
540075	My Dudcy	G-Uni	Brown/Jackson/Lloude/Morricone/Auser	1667.00%	16.67%	Worldwide
448263	My Front Porch Looking In	Lonestar	McDonald/Myers/Frimmer	33.33%	33.33%	World Wide
304063	My God & Gamo Is Busted	Jo Dee Messina	Griffin/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
415813	My Last Name	Darks Bently	Bentley/Allen	50.00%	50.00%	World Wide
7243	My Life	Mary J. Blige	Ayers/Blige/Combs/Dehralle/Thompson	6.25%	6.25%	World Wide
302	My Love Is Your Love	Whitney Houston	Jean Nel Wydet/Duplessis	75.00%	75.00%	World Wide
22100	My My My	ARMAND VAN HELDEN	Edmunds, Simmons	66.62%	66.62%	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
637908	My Song	Ricky Fante	Deutsch/Fante/Harris/Kats	60.00%	60.00%	Worldwide
583993	Nada Personal	Marc Anthony	Estefano/Anthony/Reyes	100.00%	100.00%	World Wide

SCHEDULE A

Song #	Title	Artist	Writer	% Collected	% Repertory/Territory
0480	Nas Angels...The Flyest	Nas	Jones/Williams/Hugo	16.66%	16.66% World Wide
1500	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
483370	Never Been Unloved	Michael W. Smith	Smith/Kirkpatrick	50.00%	50.00% 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	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
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	U1 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	Piloto/Danny Lopez	35.00%	35.00% Worldwide
38833	No More Mr. Nice Guy	Alice Cooper	Cooper/Bruce	100% Sony/ATV Songs	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	Beathard	100.00%	100.00% World Wide
127596	No Such Thing	John Mayer	Mayer/Cook	85.00%	85.00% World Wide
206370	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
0024	Not On Your Love	Jeff Carson	Martin /Wilson / Martin	20.84%	20.84% Worldwide
19924	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
423981	November	Emerson Drive	James, Petraglia	50.00%	50.00% World Wide
583841	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, Of dirty bastard, Jordan, Kirkland, Osborne, DMX	18.50%	18.50% World Wide
	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
316997	Objection	Shakira	Mebarak	100.00%	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
213058	Ojos Asi	Shakira	Mebarak/Flores/Garza	66.67%	66.67% World Wide
549081	Oklahoma-Texas Line	Rascal Flatts,M.Bright,M.I	Rascal Flatts	100.00%	100.00% Worldwide
81908	Okie From Muskogee	Merle Haggard	Powers, Haggard	100.00%	100.00% World Wide
505527	Old Blue Chair	Kenny Chesney	Chesney	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% Sony/ATV Songs LLC	100.00% WW
97049	On The Inside (Theme from "Prisoner")	Lynne Hamilton	CASWELL DAVID ALLAN	100.00%	100.00% World Wide
604432	One Believer	Diamond Rio	Marc Beeson, Don Pfrimmer, Mike Reid	33.34%	33.34% World Wide
129117	One Day In Your Life	Anastacia	Bipocanletto/Newkirk/Watters	33.33%	33.33% World Wide
593839	One Gun	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100% Sony/ATV Songs LLC	100.00% WW
99449	One Man Army	Our Lady Peace	Malda/Lanni	Sony/ATV Tunes obo Sony Canada & Under Zenith Pub 50% / Lanni Tunes 50%	50.00% Worldwide
133664	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 Clover / Reginald D. Ellis	Sony/ATV Songs LLC / Ninth Street Tunnel 16.67%	16.67% WW

SCHEDULE A

Song ID	Title	Artist	Writer(s)	Music Collected	Publishing Collected	Territory (World Wide)
	One Night Stand	Fastaeq	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, Molloy	50.00%	50.00%	World Wide
450379	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
504338	Open Season on My Heart	Tim McGraw	Cowell, Slater	50.00%	50.00%	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
330819	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
504387	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 / FCAF 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
336351	Peace of Mind	Josh Gracin	James/Verpos	50.00%	50.00%	World Wide
127507	Peaceful World	John Mellencamp	Mellencamp	100% Sony/ATV Tunes LLC obo Belmont Mall Publishing	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
8085	Per Te	Josh Groban	Afanasiff/Groban/Mannangeli	25.00%	25.00%	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
108713	Picture Perfect	Angela Via	Trulinger/Cosgrove/Clark	Sony/ATV Tunes LLC / Gruvia Music 33.33% / WB Music Corp. Be Le Be Music, About Time Music 66.67%	33.33%	Worldwide
183545	Piece Of My Heart	Janis Joplin	Berns/ Ragavoy	16.67%	16.67%	World Wide
145505	Pienso En Ti	Shakira	Mebarak/ 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 Bappe, A. Birgisson, C. Millian	Sony/ATV Songs / LLC Cori Tiffani Publishing 5% Air Chrysalis Scandinavia (BMI) 31.66% Murlyn Songs-Universal Music Publishing 63.32%Sony/ATV Songs / LLC Cori Tiffani Publishing	6.00%	Worldwide
610407	Play Something Country	Brooks & Dunn	Dunn/McBride	50.00%	50.00%	World Wide
108852	Please Remember Me	Tim McGraw	Cowell, Jennings	50.00%	50.00%	World Wide
348517	Pocahontas Proud	Gretchen Wilson	Wilson/Rich/McGehee	33.34%	33.34%	World Wide
37695	POISON	ALICE COOPER	Cooper, Child, McCurry	42.50%	42.50%	Worldwide
108878	Polyester Bride	Liz Phair	Phair	100.00%	100.00%	World Wide
6462	Pop A Top	Alan Jackson	Stockey	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
017120	Poster Girl	Backstreet Boys	Mann/Bohnke/Tromberg	50.00%	50.00%	World Wide
138553	Power of a Dream	Celine Dion	Edmons/Foster/Thompson	33.34%	33.34%	World Wide
526404	Powerless (Say What You Want)	Nelly Furtado	Eaton/West/Furtado/ Horn/Dudley/ McLaren	26.66%	26.66%	WW

SCHEDULE A

Song #	Title	Artist	Writer	Ownership	Usage
	Prelude/Hell of a Town	Joe Jackson	Joe Jackson	100.00%	100.00% World Wide
48	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
4561					
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
450185	See				
589665	Quarterback In	E40	Adams/Stevens/Thornton/Thornton	50.00%	50.00% World Wide
527450	Que Llore	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/Hutter/Schneider	100.00%	100.00% World Wide
523033	Raindrops Will Fall	TAMYRA GRAY	BIANCANIELLO, WATTERS, GRAY	33.34%	33.34% WW
	Rappers Delight	Sugarhill Gang	Rodgers / Edwards	50.00%	50.00% Worldwide
75013					
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
341051	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
1698	Rhiannon	Fleetwood Mac	Stevie Nicks	100.00%	100.00% World Wide
	Rich Girl	Gwen Stefani	Kreyzaink/Stefani/Dioguardi/Allnzano	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
317481	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 / Dreen / Conlon / Gallagher / Stannard	8% Sony/Atv Songs LLC obo Sony/ATV Music Publishing UK Ltd.	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	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, Odadjian, Dolmayan	100.00%	100.00% World Wide
595358	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
	Run For Cover	Sugababes	Upsey / Donaghy / Buena / Buchanan	Sony/ATV Songs LLC obo Sony UK Ltd 25%	25.00% Worldwide
125150					
508746	Run, Run, Run	Ryan Tyler	Powell/Davis/Kayle	33.34%	33.34% World Wide
211945	Salome	Cheyenne	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	Sony/ATV Tunes LLC o/b/o itself, Letoya Music Publishing/Sony/ ATV Tunes,Latavia Music Publishing/Sony/ ATV Tunes,Kelendria Music Publishing & Beyonce Publishing (ASCAP) 20%	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	Mateeq	Erikson/Rustan/Hermansen	16.67%	16.67% World Wide

SCHEDULE A

Song #	Title	Artist	Writer	Publisher/Writer Share	Publisher/Writer Share	Territory
618	Science	System of a Down	Malakian, Tankian, Odadjuan, Dolmayan	100.00%	100.00%	World Wide
,794	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	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
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	Cheyenne	Estefano/Reyes	100.00%	100.00%	Universe
64543	Serial Killa	Snoop Dogg	Arnaud/Brown/Middendorf/Broadus/Thomas/Wilder	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	Sony/ATV Tunes LLC 100%	100.00%	World Wide
118503	Sexy Daddy	Destiny's Child	Beyonce Knowles Damon Elliott	Sony/ATV Tunes LLC / Beyonce Publishing (ASCAP) 60%	60.00%	World Wide
84029	Sexy Sadie	Beatles	Lennon / McCartney	Sony/ATV Tunes LLC (ASCAP) 100%	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
17893	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
119260	She Couldn't Change Me	Montgomery Gentry	Nicholson/ Knight	50.00%	50.00%	World wide
544258	She Lives In My Lap	Outkast	Troutman/Hawkins/Vida/Vidal/Benjamin	5.00%	5.00%	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
28524	She Used To Be Mine	Brooks & Dunn	Dunn	100.00%	100.00%	World Wide
108849	Sheila	Tommy Roe	Roe Tommy	100.00%	100.00%	World Wide
13985	She'll Go On You	Josh Turner	Narmore	100.00%	100.00%	World Wide
8570	She'll Leave You With A Smile	George Strait	Knowles/Blackmon	50.00%	50.00%	World Wide
64065	She'll Leave You With A Smile	George Strait	Knowles/Blackmon	50.00%	50.00%	World Wide
496181	Sherry's Living in Paradise	Kenny Chesney	Chesney, Mitchel	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	Horowitz/Rubin/Yauch	12.50%	12.50%	World Wide
550379	She's From Boston	Kenny Chesney	Chesney, Tamburino	50.00%	50.00%	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
234880	She's On It	Beastie Boys	Horovitz/Rubin	50.00%	50.00%	World Wide
100359	Ships That Don't Come In	Joe Diffie	Gibson / Nelson	50.00%	50.00%	Worldwide
014381	Shiver	Natalie	Solomon / Imbroglia / 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	Eriksson / Hermansen / Halgeir	33.34%	33.34%	Worldwide
102235	Showroom Dummies	Kraftwork	Huetter	100.00%	100.00%	US
27599	Sick Boys	Michael Nees	Michael Nees	100.00%	100.00%	World Wide
	Side	Travis	Healy	100% Sony/ATV Songs LLC obo Sony/ATV Music Publishing UK Ltd.	100.00%	Worldwide
118102						
434266	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 / Rosero	30.00%	30.00%	Worldwide
519472	Simple Things	Amy Grant	Grant/Thomas/O'Brien/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
	Slow Ride	Beastie Boys	Rubin/Allen/Brown/Dickerson/Miller/Scott/Goldstein/Horowitz/Diamond/Yauch/Jordan/Levitin	5.00%	5.00%	World Wide
234802						
447668	Slow Song	Joe Jackson	Joe Jackson	100.00%	100.00%	World Wide
	Smooth Operator	Sade	Adu/St. John	50.00%	50.00%	World Wide
38707						
240842	So Damn Beautiful	Paranoid	Horrocks, Millcare, Rowe	68.66%	68.66%	World Wide
37820	So Emotional	Whitney Houston	Steinberg/Kelly	100% Sony/ATV Tunes LLC	100.00%	World Wide
316380	So Gone	Monica	Elliot/Cunningham/Rye/ Ahmonud	50.00%	50.00%	Worldwide

SCHEDULE A

Song #	Title	Artist	Writer(s)	US %	US Territory/World Wide
337	So Good	Destiny's Child	Knowles,Beyonce / Rowland,Kelendria T. / Roberson,Latevia / Luckett,Letoya / Briggs,Kevin / Burruss,Kandi L.	15.00%	15.00% Worldwide
113187	So In Love With Two	Mikalla	Engriquez / 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
60666	Solitary Man	HIM	Diamond	100.00%	100.00% World Wide
67537	Solo En Ti	Enrique Iglesias	Clarke/Iglesias	Sony/ATV Songs obo Sony Uk 93.75% / E.I. Music, Fonomusic 6.25%	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
334382	Somebody's Girl	Jay-Z R Kelly	Barnes/Olivier/Kelly/Carter	50.00%	50.00% Worldwide
64153	Somebody's Gonna Love You	Lee Greenwood	Cook/VanHoy	50.00%	50.00% Worldwide
114045	Someone To Love You	Ruff Endz	Rooney	100.00%	100.00% Worldwide
09463	Somethin In The Water	Jeffrey Steele	Dipiero / Anderson / Steele	33.33% Sony/ATV Songs LLC dba Tree Publishing Co. / Love Monkey Music	33.33% Worldwide
526434	Something's Broken	Tim McGraw	boerhard, horne	50.00%	50.00% Worldwide
20552	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
516850	Somewhere Between Texas and Mexico	Pat Green	T.Summar,J.Kelley	50.00%	50.00% Worldwide
818547	Somewhere Else	Razorlight	Johnny Borrell	100.00%	100.00% World Wide
586389	Somewhere In the Sun	Kenny Chesney	Chesney, Holt, Tucker, Hobby	25.00%	25.00% World Wide
35131	Somewhere Out There	Our Lady Peace	Coutts/Malda/Taggart	100.00%	100.00% World Wide
1250	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
511300	Songs About Rain	Gary Allan	Rose/McLaughlin	62.50%	63% World Wide
90176	Sorry Suzanne	Hoffles	Anthony Gordon/Stephens Geoffrey	50.00%	50.00% World Wide
602064	Soul of a Sailor	Kenny Chesney	Chesney, Dillon, Emrick	66.67%	66.67% 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	Malda/Lanni/Eccett/Lanni	Sony/ATV Tunes obo Sony Canada 75% / Unknown Publisher 25%	75.00% Worldwide
528206	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
637150	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
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	Dieckman/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
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	Malda/Lanni	Sony/ATV Tunes obo Sony Canada & Under Zenith Pub 50% / Lanni Tunes 50%	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

SCHEDULE A

Song #	Title	Artist	Writer	% Controlled	Territory
9526	Suspicious Minds	Elvis Presley	Zambon	100.00%	100.00% World Wide
693	Sweet Carpline	Neil Diamond	Diamond	100.00%	100.00% WW
48642	Sweet Dreams of You	Patsy Cline	Gibson	100.00%	100.00% Worldwide
67627	Sweet Surrender	Sarah McLachlan	Sarah McLachlin	100.00%	100.00% World X Canada
613070	Switch	Will Smith	Smith/Bennett/Holland	35.00%	35.00% World
627742	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	50.25%	50.25% 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	Sony/ATV Songs LLC obo Sony Music Publishing UK Ltd 100%	100.00% Worldwide
131976	Take You Home With Me aka Body	R. Kelly & Jay-Z	Kelly/Carter/Barnes/Olivier	50.00%	50
39836	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
603992	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
100658	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
8268	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
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
528007	Texas Plates	Kellie Coffie	Coffey/James	50.00%	50.00% World Wide
5472	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
454073	Thank God For Kids	Kenny Chesney	Futch	100.00%	100.00% World Wide
507266	Thankful	Kelly Clarkson	Thomas/Mason/Edmons/Clarkson	20.00%	20.00% World Wide
111151	That Ain't Gangsta	50 Cent	WestWillsJackson/Jackson	50.00%	50.00% World Wide
46158	That Ain't My Truck	Rhett Akins	Shapiro / Waters /Akins	47.50%	47.50% Worldwide
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/Normore	33.33%	33.33% 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%	04.17% 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 /Cardwell	50.00%	50.00% WW
516102	The Christmas Song	n/a	Torme/Wells	50.00%	50.00% US
124191	The Coast Is Clear	Scotty Emerick	Lane/Emerick	75.00%	75.00% World Wide
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% Sony/ATV Songs LLC	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
543466	The Girls 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
136148	The Greatest View	Silverchair	Johns	100.00%	100.00% World Wide
112583	The Hampster Dance Song		DeBoer / Grace / Miller	66.67%	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% Sony/ATV Tunes / Cross Keys Publishing	33.33% World wide
543724	The Loneliness	Babyface	Edmonds	100.00%	100.00% World Wide
120	The Long And Winding Road	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00% World Wide
497040	The Love Of Richard Nixon'	Manic Street Preachers	Bradfield, James Dean /Jones, Nicholas / Moo	100.00%	100.00% World Wide
497519	The Love Song	Jeff Bates	Bates/Beard/Beathard	33.33%	33.33% 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 / Berry	60.00%	60.00% Worldwide

SCHEDULE A

Song #	Title	Artist	Writer	US % Collected	US % Territory (WW=Worldwide)
521	The Nanny Theme		Hampton 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
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	Sony/ATV Tunes LLC, Purple Crayon 100%	100.00% Worldwide
128438	The Sentinel	Theme	Cooper / Mariotte	50.00%	50.00% Worldwide
125943	The Urban Theme	Musze	Menard/Ragin	50.00%	50.00% Worldwide
549484	The World Needs a Drink		Beathard / Church	100.00%	100.00% Worldwide
517888	The Wrong Girl	Lee Ann Womack	Rose/McLaughlin	62.50%	62.50% World Wide
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
95721	There You Are	Martina Mcbride	Diplero / Sanders / Hill	33.33%	33.33% Worldwide
550381	There's Something Sexy About the Rain	Kenny Chesney	Chesney, Ewing	50.00%	50.00% 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
89451	Thief	Our Lady Peace	Malda/Lanni	Sony/ATV Tunes obo Sony Canada & Under Zenith Pub 50% / Lanni Tunes 50%	50.00% Worldwide
127102	Think It's A Game	Jay-Z	Carter/ Easley/Grant/Parker/ Patrick/Ties	35.00%	35.00% Worldwide
87558	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
16238	This I Swear	Nick Lachey	Eriksen/Reid	50.00%	50.00% WW
2838	This Life Forever	Jay-Z feat Missy Elliot	Shawn Carter/Yvonne Covay/William Jackson	23.13%	23.13% World Wide
45740	This Love	Leann Rimes	Rimes/Beeson/Collins	40.00%	40.00% 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. Grey, 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% Sony/ATV Songs LLC	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
75231	Tonight	Sara Evans	Johnson/Baker	50.00%	50.00% World Wide
76102	Tonite	Snoop Dogg	Durham/Blake	30.00%	30.00% World Wide
117088	Toucher Than Nails	Joe Diffie	Marvel/O'Donnell/Barnes	33.34%	33.34% World Wide
101408	Tour De France	Kraftwerk	Hutter/Shul/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/Heuter	100.00%	100.00% World wide
80439	Transformers Theme	n/a	Kinder/Bryant	100.00%	100.00% World Wide
131260	Tribute To A Woman	Cinuwine	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
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 Cancel	Enanitos Verdes	Golle	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
91952	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
	U Already Know		112 Garrett/Edwards/Twelve/Ivers/Parker	50.00%	50.00% World Wide
506457	U Wanna Be Me	Nas	Jones / Thomson	20.00%	20.00% WW
315011	Underneath Your Clothes	Shakira	Mebarak/Mendez	7500.00%	75.00% World

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Song	Title	Artist	Writer	Pub %	Pub % Territory
820	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	Vale la Pena	Marc Anthony	Estefano/Anthony	100.00%	100.00% World Wide
117146	Video	India Arie	Broady/Harris/Sanders/Simpson	60.00%	60.00% World Wide
	Vindicated	Dashboard Confessional	Christopher Carraba	16.67%	16.67% World Wide
134128	Vivlendo	Marc Anthony	Anthony/Osorio/Villamizer	15.00%	15.00% World Wide
593987	Volando Entre Tus Brazos	Marc Anthony	Estefano/Reyes	100.00%	100.00% World Wide
496588	Walk A Little Straighter	Billy Currington	Beathard/Currington/Chanberlain	33.34%	33.34% 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
	We Belong Together	Mariah Carey		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
545110	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
	Weapon of Choice	Fatboy Slim	Slater / Cook / Collins	33.33% Sony/ATV Songs LLC obo Sony/ATV Music Publishing UK Ltd / Edel Music Publishing Ltd	33.33% Worldwide
117684 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
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
	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
98083 1716	What If	Babyface	Edmonds	100.00%	100.00% World Wide
27058	What If She's An Angel	Tommy Shane Steiner	Wayne B.	100.00%	100.00% Worldwide
507009	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/Amer 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% Sony/ATV Songs LLC	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/Rutten	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
336306	Whatever You Say	Martina Mcbride	Martin/Hill	37.50%	37.50% World Wide
449039	Wheel Of Fortune Theme	n/a	Griffin	100.00%	100.00% World Wide
537675	Wheels	Josh Gracin	Wilhelm/James	100.00%	100.00% World Wide
51224	When Boy Meets Girl	Terri Clark	Clark/Waters / Shapiro	47.50%	47.50% Worldwide
43743	When Can I See You Again	Babyface	Edmonds	100.00%	100.00% World Wide
450132	When I Close My Eyes	Kenney Chesney	Musick/Springer	75.00%	75.00% 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
109569	When It All Goes South	Alabama	Jarvis/Carnes/Carnes	33.34%	33.34% 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
134200	When You Think Of Me	Mark Wills	Verges/James	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
497114	Where the Girls Are	Billy Currington	Beathard/Chaberlain/Currington	33.34%	33.34% World Wide
109767	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	Sony/ATV Tunes LLC dba Cross Keys Publishing Co. 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
117438	Whiskey Lullabye	Brad Paisley and friends	Anderson/Randall	50.00%	50.00% World Wide
381	Whiskey Under The Bridge	Brooks & Dunn	Brooks/Dunn/Cook	100.00%	100.00% World Wide
178	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
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 Ponte	Deutsch/Ponte/Harris/Kolb	35.00%	35.00% Worldwide

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[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
3578	Wild	Poe	Danielewski Annie	58.00%	100.00% World Wide
3580	Wink	Neal McCoy	Dipiero / Shapiro	50.00%	50.00% WW
94384	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
62446	Wish You Were Here	Mark Wills	Anderson / Ewing / Moore	25.00%	25.00% Worldwide
509309	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
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
38748	Written In The Stars	Rhonda Vincent	Majeski/Orrall	50.00%	50.00% World Wide
204743	Wrong Side Of Da Tracks	Artifacts	Anadon/Brown/Ray/Williams	50.00%	50.00% World Wide
447370	Xtracey Jones	Dru Hill	Qualles/Pearson/Ruffin/Woodard/Weatherspoon	30.00%	30.00% World Wide
540198	Y Que Vs 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
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
26742	You	Ten Sharp	Hermes, Niels/Groen, Tom	100.00%	100.00% World Wide
30637	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
508399	You Do Your Thing	Montgomery Gentry	Beathard/Hill	50% Sony/ATV Songs LLC	50.00% WW
450408	You Got It	Roy Orbison	Petty/Lynn/Orbison	25.00%	25.00% World Wide
38450	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
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
99868	You Sang To Me	Marc Anthony	Cory Rooney, Marc Anthony	100.00%	100% Worldwide
507308	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
460541	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, Batiste, Campbell, Hutchinson	48.12%	48.12% World Wide
68482	You're Easy On The Eyes	Terri Clark	Shapiro / Waters / Clark	58.33%	58.33% Worldwide

EXHIBIT CO 0552

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 11, 2005 Agreement

BLANKET RINGTONE LICENSE AGREEMENT

This ringtone license agreement (the "Agreement") is made and entered into as of May 11, 2005 (the "Effective Date"), by and between SONY/ATV MUSIC PUBLISHING LLC, a Delaware limited liability company, 550 Madison Avenue, New York, NY 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 hereby agree as follows:

1. GRANT OF RIGHTS/RESTRICTIONS/PROCEDURES

(a) Publisher hereby grants 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. 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 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 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.

(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) In the event a composer, songwriter or licensor of a particular Composition objects to the use of such Composition hereunder, Company agrees to withdraw or remove all such Ringtones within forty-eight (48) hours after Publisher notifies you of such objection.

(c) In the event that Publisher shall request in writing that Company and each Approved Sublicensee cease exploiting any Composition pursuant to the rights granted hereunder prior to the expiration of the Term, which Publisher may do for any reason or no reason at all; provided, however, that no third party is permitted to exploit the Composition as set forth hereunder, Company shall do so within ten (10) days after receiving notice of such request from Publisher.

(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 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.

(e) Company shall be solely responsible for obtaining all rights necessary to publicly perform the Ringtones, as well as all costs associated therewith.

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, 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; and

(b) Fixation Fees.

(1) For each Ringtone embodying a Composition hereunder, a non-refundable, non-recoupable fixation and administration fee in the amount of REDACTED in respect of the initial fixation of each Composition. The Fixation Fees shall be payable in connection with the accounting statement rendered to Publisher pursuant to paragraph 6 hereof immediately following the initial fixation of the Composition concerned. For the avoidance of doubt, if more than one Ringtone is created using the same Composition, Company and each Approved Sublicensee shall pay a Fixation Fee in respect of each such Ringtone.

(c) If at any time during the Term hereof Company pays any license fee, royalty, and/or other sums, 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 and each Approved Sublicensee 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 and each Approved Sublicensee 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 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 and each Approved Sublicensee in connection with the Ringtone concerned; (vi) the period during which the Sale, transmission, download or 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 each Company and each Approved Sublicensee and for each region of the Territory.

(b) Notwithstanding anything to the contrary in subparagraph 6(a) above, and for the avoidance of doubt, in respect of the fixation of each Ringtone embodying a Composition hereunder, Company and each Approved Sublicensee shall compute and pay Fixation Fees no less than forty-five (45) days after the end of each calendar quarter of the Term during which such Ringtone was initially fixed, in respect of each such calendar quarterly period. Company shall send an accounting statement (the "Fixation Fee Report") covering the calculation and determination of the Fixation Fees including the following: (i) the title of the Composition embodied in each Ringtone fixed during the applicable calendar quarterly period; (ii) the date of initial fixation of the Ringtone concerned; and (iii) the location of the initial fixation of the Ringtone concerned. The information set forth in the preceding sentence shall be separately reflected for each Company and each Approved Sublicensee for each region of the Territory.

(c) 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.

(d) 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.

(e) 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 itself, 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, and Publisher may make such an examination for a particular Ringtone Licensee Fee Report or Fixation Fee Report, as the case may be, only once. 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.

(f) For a period of 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.

(c) Company shall enable five (5) designated employees of Publisher to freely and without charge or expense receive Ringtones as an End User of a 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.

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 and each Approved Sublicensee 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 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, neither Company nor any 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 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).

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(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; (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

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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.

(viii) Company fails to accurately disclose to Publisher the number of Ringtones embodying the Compositions hereunder that have been fixed during any calendar quarterly accounting period;

(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) "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) "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.

(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, each Company Affiliate 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 or a Company Affiliate 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. For the avoidance of doubt, it is understood that if Company sublicenses Ringtones to an Approved Sublicensee, it is the Sale price of the Ringtone to the End User, and not the price paid by the Approved Sublicensee to Company, that shall determine the amount of Company Revenue payable hereunder.

(f) "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.

(g) "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, 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.

(h) "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. 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) "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.

(j) "Term" means the period specified in Article 6 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 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., Aus. Affairs

Date: 7/20/05

REDACTED

REDACTED

Schedule A

Song #	Title	Artist	Writer	US% Collected	US% Licensed
68509	(I've Had) The Time Of My Life	Officer & A Gentleman	J. DeNicola,D. Markowitz, F. Previte	12.50%	12.50%
76051	4,3,2,1	LL Cool J	Smith/Redmon/Sermon/ Method Man/Cannibus	15.00%	15.00%
39005	50,000 Names	George Jones	O'Hara	100.00%	100.00%
127338	8 Days of Christmas	Destiny's Child	Knowles / McCalla	50%	50.00%
127606	83	John Mayer	Mayer	100%	100.00%
112898	911	Wyclef Feat. Mary J Blige	Jean; DuPlessis; Brown; Cadet	47.50%	47.50%
110756	9PM	AIB	Tannenberger/Ferrerons/Posadas/Riviera	50.00%	31.25%
83909	A Day In The Life	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%
38092	A Little Respect	Erasure	Bell/Clarke	100.00%	100.00%
118200	A Love Before Time (Crouching Tiger Hidden Dragon Theme)	Theme	Calandrelli / Dun	100.00%	100.00%
137936	A Moment Like This	Kelly Clarkson	Ried/Elofsson	50.00%	50.00%
130202	A New Day Has Come	Celine Dion	Moccio/Nova	50.00%	40.00%
131973	A Year At A Time	Kevin Denny	Wilson/Demarcus	100.00%	100.00%
83910	Across The Universe	Beatles	Lennon/McCartney	66.67%Sony, 33.33% EMI	100.00%
67841	Adia	Sarah McLachlan	McLachlin/P. Marchand	50.00%	50.00%
503085	Ahora Quien	Marc Anthony	Estefano/Reyes	100.00%	100.00%
130269	Ain't It Funny	Jennifer Lopez	Rooney / Lopez	100.00%	100.00%
104958	Ain't No Future In Yo Frontin'	MC Breed	Troutman/Clinton/	31.25%	31.25%
84438	Air	Ben Folds Five	Ben Folds, Darren Jessee, Robert Sledge	100.00%	100%
548027	Algo Tienes	Paulina Rubio	Chris Rodriguez, Manny Benito	50.00%	50%
547537	All Falls Down	Kayne West	Hill/West	100.00%	100%
44501	All For Love (The Three Musketeers)	Bryan Adams	Adams/Lange/Kamen	58.33%	58%
512560	All I Have	Jennifer Lopez	Riddick/Bowser/Richardson/Smith/McPherson/Jeffrey	8.34%	8%
102020	All I Wanna Do	Sheryl Crow	Gilbert, Kevin	Sony/ATV Tunes LLC (ASCAP) 16.50%	16.50%
53537	All My Love For Christmas	Lonestar	Wilson/Lawson	100.00%	100.00%
83912	All My Lovin	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%
	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%
55223	All Rise	Blue	Eriksen / Rustan / Hermansen	30.00%	30.00%
132105					
83913	All Together Now	Beatles	Lennon/McCartney	66.67%Sony, 33.33% EMI	100.00%
83914	All You Need Is Love	Beatles	Lennon John/Mc Cartney Paul	66.67%Sony, 33.33% EMI	100.00%
302	Alone Again (Naturally)	Gilbert O'Sullivan	O'Sullivan	100.00%	100.00%
117689	Always Come Back Your Love	Samantha Mumba	Eriksen / Rustan / Hermansen	33.34%	33.34%

Schedule A

Song	Title	Artist	Writers	US % Collected	US % Licensed
82696	Always Never The Same	George Strait	McBride/Green	Sony/Atv Songs LLC dba Tree pub. 50% / Big Tractor Music 50%	50.00%
58638	Always You	Sophie Zelmani	Zelmani/Halapi/Starkie	100.00%	100.00%
593999	Amar Sin Mentiras	Marc Anthony	Estefano/Anthony	100.00%	100.00%
124396	AM TO PM (Spanish Version)	Christina Millan	Millan/ Karlsson/ Winnberg / Lopez	16.67%	16.67%
113587	Amazed	Poe	Danielewski Annie	60.00%	100.00%
395539	America	Neil Diamond	Diamond	100.00%	100.00%
449268	American Trilogy	Elvis Presley	Newbury	100.00%	100.00%
18027	Amigos	Marc Anthony	Carlos/Carlos	50.00%	50.00%
83915	And I Love Her	Beatles	Lennon John/Mc Cartney Paul	66.67%Sony, 33.33% EMI	100.00%
48488	And Our Feelings	Babyface	Edmonds/Simmons	85.00%	85.00%
24475	And The Beat Goes On	The Whispers	Shelby/Shockley/Sylvers/Smith	66.67%	66.67%
67832	Angel	Sarah McLauchlan	S McLauchlan	100.00%	100.00%
106785	Anytime	Kelly Clarkson	Watters/Biancaniello	50.00%	50.00%
06250	Army	Ben Folds Five	Ben Folds	100.00%	100%
105918	Auld Lang Syne	Kenny G	Traditional arranged by Kenny G (Kenneth Bruce Gorelick), Walter Afanasieff	50.00%	50%
35056	Baby, Baby, Baby	TLC	Edmonds/Reid/Simmons	33.34%	33%
503927	Baby I Love U	Jennifer Lopez	Rooney/Lopez/Shea/Barry	33.34%	33%
106549	Baby I'm A Want You	Bread	Gates David A	100.00%	100.00%
83921	Baby You're A Rich Man	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%
125573	Back From The Dead	Kid Rock	Peters	100.00%	100.00%
83922	Back in The USSR	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%
538294	Back Of The Bottom Drawer	Chely Wright	Rose/Wright	50.00%	50.00%
43389	Back Seat	LL Cool J	Smith/Jones	43.75%	43.75%
625721	Back When	Tim McGraw	Lynch, Stevens, Smith	33.34%	33.34%
52679	Bad Case Of Loving You	Robert Palmer	John Martin	100% Sony/ATV Songs	100.00%
	Badaboom	B2K feat. Fabolous	Jackson/Stokes/Scott/Houston	pending	pending
81936	Bama Lama Bama Loo	Little Richard	Penniman	100% Sony/ATV Songs	100.00%
130250	Baya Baya	Safri Duo	Friis/Savery	100.00%	100.00%
124012	Band Of Brothers Main Theme- Cues	N/A	Karnen	87.50%	87.50%
110095	Be Bop A Lula	Gene Vincent	Davis/Vincent	83.33% Sony/ATV Songs	83.33%
119314	Beautiful Goodbye	Jennifer Hanson	Hanson/Patton-Johnston	100.00%	100.00%
84106	Because	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00%
131824	Beer For My Horses	Toby Keith/Willie Nelson	Emerick/Keith	50.00%	50.00%
496958	Beer Man	Trent Wilmon	Beathard/Wilmon	50.00%	50.00%
76449	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%
85204	Before The Night Is Over	Bryan Adams	Adams/Martin	50.00%	40.00%
83924	Being For The Benefit Of Mr. Kite	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%
85196	Believe In You	Amanda Marshall	Marshall / Bazilian	50% Sony/ATV Songs LLC obo Sony Songs Canada / Melatune Inc	50.00%
51225	Better Things To Do	Terri Clark	Shapiro / Clark /Waters	47.50%	47.50%
518523	Bigger Than My Body	John Mayer	Mayer	100.00%	100.00%

TC

Schedule A

Song	Title	Artist	Writer(s)	US % Collected	US % Licensed
111339	Bills, Bills, Bills	Destiny's Child	Knowles, Beyonce G.	Sony/ATV Tunes LLC o/b/o Beyonce Publishing, Kelendria Music Publishing & Letoya Music Publishing/Sony/ATV Tunes (ASCAP) 10%	10.00%
83925	Birthday	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%
83926	Blackbird	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%
421876	Blank Sheet of Paper	Tim McGraw	Warren, Warren, Schlitz	66.66%	66.66%
118133	Blessed	Martina Mcbride	Lindsey / Verges / James	33.33%	33.33%
	Blue Eyes Cryin' In The Rain	N/A	Rose	100.00%	100.00%
448705					
84754	Blue Jay Way 1	Beatles	Harrison	100.00%	100.00%
84754	Blue Jay Way 2	Beatles	Harrison	100.00%	100.00%
35968	Boot Scootin' Boogie	Brooks & Dunn	Dunn, Ronnie G.	100.00%	100.00%
168485	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%
302137	Bootylicious	Destiny's Child	Nicks/Fusari/Knowles/Welsh /Moore	87.50%	87.50%
106535	Born Free	Roger Williams	Barry John/Black Donald	100.00%	100.00%
111400	Born To Fly	Sara Evans	Evans/Hummon/Scott	33.34%	33.34%
	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%
28725					
537150	Brass Bed	Josh Gracin	James/McBride/Hughes	33.34%	33.34%
	Brass Monkey	Beastie Boys	Rubin / Horowitz / Yauch / Diamond	50.00%	50.00%
98458					
	Breathe	Blu Cantrell	Martin/Matlas/Bemberry/ Bradford/Harris/Joiner/Mathers/ Aznavour	17.50%	17.50%
504561					
45152	Breathe Again	Toni Braxton	Edmonds	100.00%	100.00%
82899	Brick	Ben Folds Five	Folds/Jessee	100.00%	100.00%
105213	Bring It All To Me	n/a	Rooney/Spencer/Shelby	25.00%	25.00%
107865	Broken Vow	Josh Groban	Fabian/Afanasieff	100.00%	100.00%
496337	Brokenheartsville	Joe Nichols	Daniels/Kees/Boudreaux/Mevis	50.00%	50.00%
118485	Brown Eyes	Destiny's Child	Knowles/Afanasieff	100.00%	100.00%
111338	BUG A BOO	DESTINY'S CHILD	Briggs, Burrus, Knowles, Roberson, Rowland, Luckett	7.50%	7.50%
67839	Building A Mystery	Sarah McLachlan	Sarah McLachlin	50.00%	50.00%
48842	Burnin' For You	Blue Oyster Cult	Meltzer/Roeser	100.00%	100.00%
106534	Burning Love	Elvis Presley	Linde Dennis	100.00%	100.00%
546917	By The Time I Get To Phoenix	Glen Campbell	Webb	Sony/Lastrad 46.25%	46.25%
155408	California Love (remix)	Dr. Dre and Roger Troutman	Troutman/Troutman/Durham/Cunnigham/Hudson/Hooks	65.00%	65.00%
81808	Call and Answer	Barenaked Ladies	Duffy/Page	Sony.ATV Tunes obo Sony Uk 50% /Treat Baker Music	50.00%
104096	Calm Like A Bomb	Rage Against The Machine	De La Rocha/ Commerford/ Morello/Wilk	100.00%	100.00%
	Candida	Levine/Wine	Tony Orlando & Dawn	Sony/Lastrada 55%	55.00%
83927	Can't Buy Me Love1	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%
83927	Can't Buy Me Love2	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%

AC

Schedule A

Song ID	Title	Artist	Writers	US % Collected	US % Licensed
84108	Carry That Weight	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00%
133747	Caught In The Middle	A1	Adams / Marazzi / Porter / Mitra	50.00%	50.00%
451168	Center Of My heart	Lenny Kravitz	Martin/Burton/Philips	33.34%	33.34%
38093	Chains Of Love	Erasure	Bell/Bell/Martin	100.00%	100.00%
107650	Change Of Heart	Theme	Buie / Cobb	100.00%	100.00%
187791	Cheated (To All The Girls I've Cheated On)	Jean Wyclef	Jean/Hammond/White/Bailey/David/Robinson/Maloo/Haug/Obrien/Jackson/Mckay/Wright/Leibrand	20.00%	20.00%
127184	Cheatin' On Me	50 Cent	Barnes/Olivier/Jackson/Burruss/ Gates	33.34%	33.34%
101133	Chicago	Graham Nash	G. Nash	100.00%	100.00%
515443	Chipmunk Song	Alvin & The Chipmunks		100.00%	100.00%
119402	Chocolat - Vianne Sets Up Shop	Theme (Incidental Music)	Rachel / Portman	100.00%	100.00%
100164	Christmas In Dixie	Alabama	Gentry/Cook/Owen	100.00%	100.00%
114684	The Christmas Shoes	Newsong / 3 of Hearts	Ahlstrom /Carswell	50.00%	50.00%
86081	Cigarretes and Alcohol	Oasis	Noel Gallagher	100.00%	100.00%
40519	Clair		O'Sullivan	100.00%	100.00%
519513	Clarity	John Mayer	Mayer	100.00%	100.00%
125911	Clint Eastwood	Gorillaz	Makromallis/Irie/Albarn/Hewlett	25.00%	25.00%
85212	Cloud Number Nine	Bryan Adams	Adams/Peters/Martin	66.67%	66.67%
84109	Come Together	Beatles	Lennon John/Mc Cartney Paul	64.167% Sony, 35.833 EMI	100.00%
101412	Computer World	Kraftwerk	Huetter / Schneider-Esleben / Schult / Bartos	75.00%	75.00%
113581	Control	Poe	Danielewski Annie	60.00%	100.00%
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%
137560	Cowboys Like Us	George Strait	DiPiero/Smith	50.00%	50.00%
993	Crazy	Patsy Cline	Nelson Willie (USA)	100.00%	100.00%
137330	Crazy On You	Heart	Wilson/Wilson/Fisher	50.00%	50.00%
58343	Cruel Summer	Bananarama	Fahey / Woodward / Swain/ Jolley / Dallin	25% Sony/ATV Tunes LLC obo Sony/ATV Music Publishing Uk Ltd	25.00%
450364	Crying	Roy Orbison	Melson/Orbison	62.50%	62.50%
119499	Crying At The Discotheque	Alcazar	Rodgers / Edwards / Bard / Wolfbeck / Goulos / Hansson	25.00%	25.00%
100156	Dancin' Shagin' On The Boulevard	Alabama	Owen/Fowler/Gentry	100.00%	100.00%
1049	Dang Me	Roger Miller	Miller	100.00%	100.00%
447616	Danger High Voltage	Electric 6	Spencer/Frezza/Nawara/ Seiph/Martin	100.00%	100.00%
188507	Dangerously In Love	Beyonce	Knowles/McCalla	50.00%	50.00%
83932	Day Tripper	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%
131223	Dazz		Irons/Hargis/Ransom	50.00%	50.00%
99175	Dear Lie	TLC	Edmonds/Watkins	70.00%	70.00%
83933	Dear Prudence	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%
961	Deeez Nuuuts	Dr. Dre	Young/Broadus	50.00%	50.00%
398	Department Of Youth	Alice Cooper	Cooper/Ezrin/Wagner	50% Sony, 50% Undercut Music	50.00%
527547	Deseos de Cosas Imposibles	La Oreja de Van Gogh	Montero/Benegas/Fernandez/Fuentes	100.00%	100.00%

TE

Schedule A

Song #	Title	Artist	Writer(s)	US% Collected	US% Licensed
550616	Diamond In The Back	Ludacris	DeVaughn/Bridges/Houston/ Beauregard	45.46%	45.46%
127164	Differences	Ginuwine	Oliver/Lumpkin	50.00%	50.00%
48418	Diggin' On You	Babyface	Edmonds	100.00%	100.00%
1029	DIVORCE	Tammy Wynette	Babcock/Putman	100.00%	100.00%
519248	Dixie Rose Deluxe's	Trent Wilmon	Heeney / Mitchel	50.00%	50.00%
100583	Dixieland Delight	Alabama	Rogers	100.00%	100.00%
109177	Dizzy	Tommy Roe	Roe/Weller	50% Sony/ATV Songs	50.00%
542313	Do You Want Fries With That	Tim McGraw	Beathard, Phillips	50.00%	50.00%
96248	Don't Change Your Plans	Ben Folds Five	Ben Folds	100.00%	100%
38057	Don't Go	Yaz	V Clarke	100.00%	100.00%
549323	Don't Go	Fefe Dobson	Fefe Dobson	100.00%	100.00%
105406	Don't Know Why	Norah Jones	Harris	100.00%	100.00%
227080	Don't Know Much	Bette Midler	Mann/Snow/Weil	75.00%	75.00%
84111	Don't Let Me Down	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00%
525066	Don't Rock the Jukebox	Alan Jackson	Jackson/Murrah/Stegall	50.00%	50.00%
110755	Don't Stop	ATB	A. Tanneberger	100.00%	62.50%
101607	Don't Take The Girl	Tim McGraw	Johnson/Martin	87.50%	87.50%
243889	DOO-WOP (THAT THING)	HILL,LAURYN	HILL,LAURYN	100.00%	100.00%
114635	Dot	DESTINY'S CHILD	Knowles/McCalla	62.50%	62.50%
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%
101054	Down Home	Alabama	Bowles/Leo	50.00%	50.00%
138402	Drinkin' Bone	Tracy Byrd	Phillips/Bearthard	50.00%	50.00%
83936	Drive My Car	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%
519639	Drugs or Jesus	Tim McGraw	James, Lindsey, Verges, Mayo	25.00%	25.00%
108388	Dusie	Brick	Brown/Hargis/Ranson	100.00%	100.00%
86577	Eastenders Theme	Eastenders	May/Osborne	100.00%	100%
83937	Eight Days A Week	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%
528248	Encore	Jay-Z	Cater/West	25.00%	25.00%
44238	End Of The Road	Boyz II Men	Edmonds/Reid/Simmons	44.37%	44.37%
446111	Endless, Helpless, Hoping	Josh Gracin	Krosser/Garrett	100.00%	100.00%
83938	Eleanor Rigby	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%
284650	Entre Tus Brazos	Alejandro Fernandez	Fernandez/Estrada	100.00%	100.00%
593906	Escapemonos	Marc Anthony	Estefano/Reyes	100.00%	100.00%
37753	Eternal Flame	Bangles	Steinberg/Kelly/Hoffs	66.67% Sony, 33.33% Bangophile music	66.67%
24452	Every Little Step	Bobby Brown	Edmonds/Reid	67.50%	67.50%
83940	Every Little Thing She Does	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%
521860	Everybody Hates Me	Tim McGraw	Beathard, Hill	50.00%	50.00%
83939	Everybody's Got Something To Hide	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%
538815	Everything	Fefe Dobson	Dobson/Levine/McCollum	100.00%	100.00%
130248	Everything	Safri Duo	Friis/Savery	100.00%	100.00%
106555	Everything I Own	Bread	Gates, David A.	Sony/ATV Tunes LLC (ASCAP)	100.00%
62223	Everytime I Close My Eyes	Babyface	Edmonds	100.00%	100.00%
243894	Ex-Factor	Lauryn Hill	Hill, Hamish, Bergman, Bergman, Diggs, Woods, Hunter, Smith, Hawkins, Coles, Grice, Jones	60.00%	60.00%
517476	Extraordinary	Liz Phair	Phair/Edwards/Spock/Christy	25.00%	25.00%
013	Fallen	Sarah McLachlan	McLachlan	100.00%	100.00%
527998	Fallen	Mya	Shelton/Veney/Hill/Bonta/ Toledo	25.00%	25.00%
24252	Fantastic Voyage	Lakeside	Alexander / Beavers / Craig / Shockley / Stokes / Wood / Mccain / Shelby	100% Sony/ATV Tunes LLC dba Portrait /Solar	100.00%

Schedule A

Song	Title	Artist	Writer/s	US % Collected	US % Licensed
100138	Feels So Right	Alabama	Owen	100.00%	100.00%
	Fiera Inquieta	Angela Maria Forero	Uribe	100.00%	100.00%
98466	Fight For Your Right	Beastie Boys	Rubin/Horowitz,Yauch	65% Sony / 33.33% Brooklyn Music	65.00%
516740	Fight Test	Flaming Lips	Stevens/Coyne/Fridmann/ Ivins/Drozd	75.00%	75.00%
83942	Fixing A Hole	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%
84107	Fool On The Hill	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%
83943	For No One	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%
51210	Fraggle Rock 1	Muppets	P. Balsam, D. Lee-D. Gillis?	100.00%	100.00%
51210	Fraggle Rock 2	Muppets	P. Balsam, D. Lee-D. Gillis?	100.00%	100.00%
74317	Friends In Low Places	Garth Brooks	Blackwell/Lee	50.00%	50.00%
133431	Fu-Gee-La	The Fugees	Wydeff / Hill / Michel / Mcgrier / Reml / Marie	25.50%	2550.00%
48885	F*** With Dre Day	Dr. Dre	Young, Clinton, Spradley, Broadus, Shider	50.00%	50.00%
20453	Gambler	Kenny Rogers	Schitz, Don	Sony/ATV Tunes LLC (ASCAP)	100.00%
107450	Games People Play	Joe South	Joe South	100.00%	100.00%
84113	Get Back	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00%
330784	Get Free	The Vines	Nicholls	100.00%	100.00%
133984	Get This Money	Jay Z & R Kelly	Barnes/Kelly /Carter	25.00%	25.00%
83949	Getting Better	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%
75998	Getting' Jiggy Wit It	Will Smith	Rodgers / Edwards / Smith	30.00%	30.00%
78030	Ghetto Superstar	Pras	Pras/Jean/Gibb/Gibb/Gibb/Jones	15.00%	15.00%
63425	GI Joe Cues	TV Show Music	Bryant / Douglas / Walsh	100.00%	100.00%
83950	Girl	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%
40179	Girl You'll Be A Woman Soon	Neil Diamond	Diamond	100.00%	100.00%
33102	Girls Just Wanna Have Fun	Cindi Lauper	R. Hazard	100.00%	100.00%
45791	Gin And Juice	Dr. Dre	Young/Adams/Arrington/ Casey/ Finch/Turner/ Webster/Washington	5.00%	5.00%
100161	Give Me One More Shot	Alabama	Rogers/Gentry/Owen	100.00%	100.00%
84114	Give Peace A Chance	John Lennon	J. Lennon	64.167% Sony, 35.833 EMI	100.00%
83951	Glass Onion	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%
127214	God, Family & Country	Craig Morgan	Morgan / Morris / McDaniel	33.34%	33.34%
522800	God Is A DJ	Pink	Mann/Davis/Pink	90.00%	90.00%
525066	Goes Good With Beer	John Michael Montgomery	Deathard / Hill	50.00%	50.00%
105219	Going Back To Cali	Notorious B.I.G.	Wallace/Harvey/Troutman/	50.00%	50.00%
84115	Golden Slumbers	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00%
106532	Goldfinger	Goldfinger	L. Bricusse, A. Newley, J. Barry	100.00%	100.00%
77167	Gone Til November	Wyclef Jean	Jean, Wyclef	Sony/ATV Tunes LLC / Huss-Zwingli Publishing Inc. (ASCAP) 100%	100.00%
83952	Good Day Sunshine	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%
111148	Good Die Young	50 Cent	West/Jackson	50.00%	50.00%
3953	Good Morning	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%
53742	Good Times	Chic	Rogers, Nile G. , Bernard Edwards	Sony Songs Tommy Jyml Inc. (BMI) 50%	50.00%
106719	Got To Get It	Sisqo	West / Andrews	40.00%	40.00%

R

Schedule A

Song #	Title	Artist	Writer	US % Collected	US % Licensed
83955	Got To Get You Into My Life	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%
1740	Green Green Grass Of Home	Tom Jones; Porter Wagoner	Putman	100.00%	100.00%
104094	Guerilla Radio	Rage Against The Machine	De La Rocha/ Commerford/ Morello/Wilk	100.00%	100.00%
	The Hampster Dance Song		DeBoer / Grace / Miller	66.67%	66.67%
112593					
510191	Hands Up	TLC	Babyface, Simmons	75.00%	75.00%
83956	Happiness Is A Warm Gun	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%
82931	Happy Radio (City Till I Die)	Bradford	Edwin Starr	100.00%	100.00%
83957	Hard Day's Night	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%
35866	Hard Workin' Man	Brooks & Dunn	Dunn	100.00%	100.00%
113567	Haunted	Poe	Danielewski Annie	58.00%	100.00%
53994	Have You Ever Really Loved A Woman	Bryan Adams	Adams/Lange/Kamen	33.33%	33.33%
1860	He Stopped Loving Her Today	George Jones	Braddock/Putman	100.00%	100.00%
595354	Headsprung	LL Cool J	James Smith, Tim Mosley	50.00%	50.00%
1895	Heartaches By The Number	Dwight Yoakim	Howard	100.00%	100.00%
1900	Heartbreak Hotel	Elvis Presley	Axton/Durden/Presley	100.00%	100.00%
87116	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%
105221	Heed The Word Of The Brother	X-Clan	R. Troutman/Worrell/Collins/Clinton/Hunter/	15.63%	15.63%
60686	Hello Darlin'	Conway Twitty	Twitty	100.00%	100.00%
83958	Hello Goodbye	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%
60880	Hello Walls	Faron Young	Nelson	100.00%	100.00%
83960	Help	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%
527373	Help Pour Out The Rain	Buddy Jewell	Jewell	100.00%	100.00%
83961	Helter Skelter	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%
537494	Here For The Party	Gretchen Wilson	Wilson/Rich/Alphin	33.33%	33.33%
83962	Here There & Everywhere	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%
78142	Here's A Quarter	Travis Tritt	Tritt	100.00%	100.00%
450542	Hey Good Lookin'	Jimmy Buffett	Williams	100.00%	100.00%
964	Hey Jude 1	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%
83964	Hey Jude 2	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%

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Schedule A

Song	Title	Artist	Writer(s)	US % Collected	US % Licensed
277234	Hey Lady	Cam'ron feat Freeeky Zeeeky	C.Giles,E.Jiles, V.Babb,F.Visosky, L.Troutman, R.Troutman	33.34%	33.34%
280306	Hey Lover	LL Cool J	Smith/Temperton	25.00%	25.00%
113011	Hey Now	Oasis	Noel Gallagher	100.00%	100.00%
118052	Hey Pretty (lp version)	Poe	Danielewski Annie	50.00%	100.00%
330799	Highly Evolved	The Vines	Nicholls	100.00%	100.00%
325097	Hindu Times	Oasis	Noel Gallagher	100.00%	100.00%
96950	HIT ME WITH YOUR BEST SHOT	PAT BENATAR	E.Schwartz	100.00%	100.00%
98462	Hold It Now, Hit It	Beastie Boys	Horovitz/Rubin/Yauch	25.00%	25.00%
543432	Hold Ya Head	Tupac Shakur	Anderson Daryl L, Shakur Tupac Amaru, Troutman Roger, Vincent Stan	50.00%	50.00%
133699	Home and Dry	Pet Shop Boys	Tennant/Lowe	100%	100%
492325	Honesty (Write Me A List)	Rodney Atkins	Kent/Craft	50%	50%
83966	Honey Pie	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%
138188	Honk If You Honky Tonk	George Strait	Dillon/Northrup/Mellons	33.34%	33.34%
497329	Honkytonkville	George Strait	Brock/Rutherford/Williams	100.00%	100.00%
451656	Hot Mama	Trace Adkins	Shapiro/Beathard	100.00%	100.00%
94938	Hotel	Cassidy feat. R Kelly	Edwards/Rogers/Reese/ Dean/ Kelly	20.00%	20.00%
543091	House In California	Keb' Mo	Nicholson/Moore	50.00%	50.00%
139377	How Am I Doin'	Dierks Bently	Bentley/X	50.00%	50.00%
	How Do You Know	Gemini	Tommy Faragher, Nick Howard	100% SAMP-Australia	100.00%
110127	How To Rob	50 Cent	Barnes/Oliver/Casey/Finch/ Jackson/Angelettie	20.00%	20.00%
138059	How'd I Wind Up In Jamaica	Tracy Byrd	Beathard/Heeney	100.00%	100.00%
44252	Humpin' Around	Bobby Brown	Edmonds/Reid/Simmons	28.35%	28.35%
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%
46500	I Always Get Lucky With You	Kenny Chesney	Whitson/Church/Powers	100.00%	100.00%
83987	I Am The Walrus (Fr "Magical Mystery Tour)	Beatles	Mc Cartney, Paul , John Lennon	Sony/ATV Tunes LLC (ASCAP) 100%	100.00%
495652	I Believe	Diamond Rio	Kees/Ewing	100.00%	100.00%
653521	I Believe	Fantasia (Am. Idol)	Gray/Watters/Blancaniello)	33.34%	33.34%
448192	I Can't Stop Loving You	Don Gibson	Gibson	100.00%	100.00%
115834	I Can't Take You Anywhere	Scotty Emerick	Emerick/Keith	50.00%	50.00%
51357	I Could Fall In Love	Selena	Thomas	100.00%	100.00%
37767	I Drove All Night	Celine Dion/Cyndi Lauper	Steinberg/Kelly	100.00%	100.00%
83971	I Feel Fine	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%
151067	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%
265595	I Go Back	Kenny Chesney	Chesney	100.00%	100.00%
1266	I Got A Feelin'	Billy Currington	Beathard/Currington/Chamberlain	33.33%	33.33%

Schedule A

Song	Title	Artist	Writer(s)	US % Collected	US % Licensed
2321	I Gotta Get Drunk	Willie Nelson	Nelson	100.00%	100.00%
104117	I Just Died In Your Arms Tonight	Cutting Crew	Eede	100.00%	100.00%
105435	I Keep Looking	Sara Evans	Evans / Shapiro / Martin	91.66%	91.66%
107632	I Love The Nightlife	Alicia Bridges	Bridges/Hutcheson	100% Sony/ATV Songs	100.00%
523252	I Love This Bar	Toby Keith	Keith/Emerick	50.00%	50.00%
80180	I Love You	Martina McBride	Hyler / Follese / Follese	33.33%	33.33%
123833	I Melt	Rascal Flatts	Levox/Thrasher	33.34%	33.34%
107320	I Miss My Friend	Darryl Worley	Martin / Nesler / Shapiro	58.33%	58.33%
24295	I Miss You	Klymaxx	Maisby	100.00%	100.00%
123053	I Need A Vacation	Rebecca Lynn Howard	Howard/Satcher	50.00%	50.00%
77993	I Need Love	LL Cool J.	Smith/ Ervin/Ettinger/Pierce/ Simon	56.25%	56.25%
103282	I Need To Know	Marc Anthony	Rooney/Anthony	100.00%	100.00%
116656	I Should Be So Lucky	Kylie Minogue	Stock/Aitken/Waterman	33.34%	33.34%
83989	I Should Have Known Better	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%
106772	I Think I'm In Love With You	Jessica Simpson	Rooney/Shea/Mellencamp	16.67%	16.67%
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%
110829	I Wanna Be With You	Mandy Moore	Thomas/ Peiken/ Arbuckle	65% Sony/ATV Tunes / Yellow Elephant Music / New Columbia Pictures ; 5% Sony/ATV Songs / Colpix Music Sushi Too Music	65.00%
106784	I Wanna Love You Forever	Color Me Badd	Louis Biancaniello ,Watters, Samuel J.	Sony/ATV Tunes LLC o/b/o S M Y 50%	50.00%
111086	I Want Candy	Bow wow wow/Aaron Carter	Feldman/Goldstein/Berns/Gottehrer	75.00%	75.00%
338354	I Want To Live	Josh Gracin	James/Rutherford	50.00%	50.00%
519023	I Want You	Thalia feat. Fat Joe	Rooney/Bruno/Cartagena/ Russell	20.00%	20.00%
196018	I Want You	LL Cool J	Rubin / Smith	87.50%	87.50%
53761	I Want Your Love	Chic	Edwards / Rodgers	50% Sony/ATV Songs LLC	50.00%
83996	I Will	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100%
56937	I Will Remember You	Sarah McLachlan	McLachlin/Egan/Morenda	40.00%	40.00%
125458	I Wish I Didn't Miss You	Angie Stone	Martin / Matlas / Huff / McFadden / Whitehead	20.00%	20.00%
484267	I Wonder Do You Ever Think Of Me	Kenny Chesney	Shafer	100.00%	100.00%
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%
106561	If	Bread	Gates David A	100.00%	100.00%
1212	If I Never Stop Loving You	David Korsh	Ewing / Kees	62.50%	62.50%
3530	If U Be My Baby	Stevie Brock	Bowen/Nystrom/Calderon	33.33%	33.33%
102019	If Ya Getting Down	Five	Conlon / Brown / Breen / Stannard / Gallagher / Cleveland	25.00%	25.00%
527462	If You Ever Stop Loving Me	Montgomery Gentry	DePiero/Shapiro/Rutherford	66.66%	66.66%

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Song #	Title	Artist	Writer	US % Collected	US % Licensed
99466	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%
51595	If You Loved Me	Tracy Lawrence	Nelson / Shapiro	50.00%	50.00%
549320	If You Walk Away	Fefe Dobson	Levine, Dobson	75.00%	75.00%
106825	If You're Gonna Play In Texas	Alabama	Kellum/Mitchell	12.50%	12.50%
505037	If You're Not The One	Daniel Bedingfield	Daniel Bedingfield	100.00%	100.00%
83977	I'll Follow The Sun	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%
47425	I'll Make Love To You	Boyz II Men	Edmonds	100.00%	100.00%
46880	I'll Never Forgive My heart	Brooks & Dunn	Dunn/Dunn/Dillon	100.00%	100.00%
130134	I'll Think Of A Reason Later	Lee Ann Womack	Martin / Nichols	37.50%	37.50%
522811	I'm A Rough Ryder	Drag-On	Quaites/Smalls/Williams/Davis	25.00%	25.00%
118309	I'm A Thug	Trick Daddy	Vanhoy/Young/Duggins	Sony/ATV Songs dba tree pub. 50% / First N' Gold 50%	50.00%
77986	I'm Bad	LL Cool J	Smith/Simon/Ervin	56.25%	56.25%
505095	I'm Glad	Jennifer Lopez	Rooney/Lopez/ Oliver/Weaver	80.00%	80.00%
130266	I'm Gonna Be Alright	Jennifer Lopez	Lopez/Rooney/Oliver/Cook/ Lapread	50.00%	50.00%
83984	I'm Looking Through You	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%
83985	I'm Only Sleeping	Beatles	Lennon / Mccartney	66.67% Sony, 33.33% EMI	100.00%
106757	I'm Outta Love	Anastacia	Anastacia, Sam Watters, Louis Biancaniello	42.50%	42.50%
130263	I'm Real	Jennifer Lopez	J. Lopez, T. Oliver, C. Rooney, L.E.S.	Splits Unconfirmed	
83986	I'm So Tired	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%
103171	In Another World	Joe Diffie	Shapiro / Wilson / Yeary	33.33%	33.33%
91456	In My Life	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%
106531	In The Ghetto	Presley, Elvis	M Davis	75.00%	75.00%
58345	In The Summertime	Mungo Jerry	Ray Dorset	50.00%	50.00%
131672	In Your Eyes	Kylie Minogue	Stannard / Minogue / Gallagher / Howes	25% Sony/Atv Tunes LLC obo Sony/ATV Music Publishing UK Ltd.	25.00%
113540	Independent Women Part 1	Destiny's Child	Rooney,Mark/ Barnes,Samuel/ Olivier,Jean Claude / Knowles,Beyonce	100.00%	100.00%
449636	Indian Outlaw	Tim McGraw	Loudermilk / Simmons / Barnes	33.34%	33.34%
524128	Industry	Wyclef Jean	Jean/Duplessis/Whitherspoon/ Riser/Dean	37.50%	37.50%
135133	Innocent	Our Lady Peace	Coutts/Maida/Taggart	100.00%	100.00%
129519	Insatiable	Darren Hayes	Hayes / Afanasieff	50.00%	50.00%
82237	Inside Out	Trisha Yearwood	Adams / Peters	100.00%	100.00%
99447	Is Anybody Home	Our Lady Peace	Maida/Lanni	Sony/ATV Tunes obo Sony Canada & Under Zenith Pub 50% / Lanni Tunes 50%	50.00%
114251	It's Alright To Be A Redneck	Alan Jackson	MacLaughlin / Kenner	1250.00%	12.50%
24952	It's No Crime	Babyface	Edmonds/Reid/Simmons	41.67%	41.67%
83991	It's Only Love	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%
7374	It's Only Make Believe	Conway Twitty	Twitty/Nance	100.00%	100.00%
993	I've Just Seen A Face	Beatles	Lennon / Mccartney	66.67% Sony, 33.33% EMI	100.00%
J461	Jambalaya	Hank Williams	Hank Williams	60.00%	60.00%
197365	Jazzie's Groove	Soul II Soul	Hooper/Romeo	50.00%	50.00%
	Jenny From the Block	J-Lo	Oliver, Oliver, Deyo, Lopez, Oliver Barnes	9.20%	9.20%

Schedule A

Song	Title	Artist	Writer(s)	US % Collected	US % Licensed
81942	Jenny Jenny	Little Richard	Johnson Enotris/Penniman Richard W	100.00%	100.00%
518391	Jeopardy Theme	n/a	Griffen	100.00%	100.00%
116727	Jezebel	Chely Wright	Hummon / Demarcus	50% Sony/ATV Songs LLC dba Tree Publishing Co. / Songs of Teracel	50.00%
126643	Jigga That Nigga	Jay-Z	Carter / Olivier / Barnes	33.34%	33.34%
78011	Jingling Baby	LL Cool J	Smith/Coffey/Simon	40.31%	40.31%
83997	Julia	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%
111335	JUMPIN' JUMPIN'	DESTINY'S CHILD	Elliot, Knowles, Moore, Alexand	50.00%	50%
38065	Just Can't Get Enough	Depeche Mode	V. Clarke	100.00%	100.00%
80776	Just Once	N/a	Mann/Weill	100.00%	100.00%
130109	Just To See You Smile	Tim McGraw	Nesler / Martin	37.50%	37.50%
450707	Kaw-Liga	Hank Williams	Williams/Rose	100.00%	100.00%
167960	Keep Ya Head Up	2 Pac.	Troutman/Shakur/Anderson	31.25%	31.25%
526873	Keg In The Closet	Kenny Chesney	Chesney/James/Onaly	100.00%	100.00%
109219	Key Largo	Bertie Higgins	Higgins E Elbert Joseph/Limbo Sonny	75.00%	75.00%
527941	Kill Myself	Tim McGraw	Dipiero, Smith, Terry	33.34%	33.34%
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%
	Knock Three Times	Tony Orlando & Dawn	Brown/Levine	Sony/Lastrada 55%	55%
595291	La Locura	Yahir	Alejandro Jaen, Rafael Vergara, William Paz	33.34%	33%
114280	Lady (Hear Me Tonight)	Modjo	Rodgers / Edwards / Destagnol / Tranchart	25.00%	25%
100143	Lady Down On Love	Alabama	Owen	100.00%	100%
83998	Lady Madonna	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%
59469	Last Night	Az Yet	Edmonds/Andes	50.00%	50.00%
79136	Laughter In The Rain	Neil Sedaka	Cody Phillip/Sedaka Neil	12.50%	12.50%
212301	Lawdy Miss Clawdy	Elvis Presley	Price	100.00%	100.00%
524335	Learn Chinese	Jin feat. Wyclef Jean	Jean/Brown/Duplessis/Auyueng	10.00%	10.00%

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Song #	Title	Artist	Writer	US % Collected	US % Licensed
53776	Le Freak	Chic	Rogers, Nile G. , Bernard Edwards	Sony/ATV Songs LLC (BMI) 50%	50.00%
80068	Lesson In Leavin'	Jo Dee Messina	Brent Maher/Randy Goodrum	50.00%	50.00%
249388	Let Forever Be		Gallagher, Rowland, Simons	50.00%	50.00%
84119	Let It Be	Beatles	Lennon John/Mc Cartney Paul	64.167% Sony, 35.833 EMI	100.00%
444110	Let Them Be Little	Billy Dean	Dean / McDonald	50.00%	50.00%
508005	Let's Be Us Again	Lonestar	McDonald/James/Derry	33.34%	33.34%
40758	Let's Go To Vegas	Faith Hill	Staley, Karen R.	Sony/ATV Tunes LLC (BMI) 100%	100.00%
60262	Let's Make A Night To Remember	Bryan Adams	Adams/Lange	40.00%	40.00%
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%
37791	Like A Virgin	Madonna	Kelly, Thomas F. , Steinberg, William E.	Sony/ATV Tunes LLC (ASCAP) 100%	100.00%
449649	Little Bitty	Tom T. Hall/Alan Jackson	Hall	100.00%	100.00%
327240	Little by Little	Noel Gallagher	Gallagher	100.00%	100.00%
60832	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%
46879	Little Miss Honky Tonk	Brooks & Dunn	Dunn	100.00%	100.00%
112399	Living And Living Well	George Strait	Martin / Nesler / Shapiro	58.33%	58.33%
114345	Look At Us	Craig Morgan	Morgan/Cannon/Bastian	66.67%	66.67%
84120	Long & Winding Road	Beatles	Lennon John/Mc Cartney Paul	64.167% Sony, 35.833 EMI	100.00%
129698	Long Black Train	Josh Turner	Turner	100.00%	100.00%
109034	Losing Lisa	Ben Folds	Ben Folds, Frally Hynes	95.00%	95%
131673	Love At First Sight	Kylie Minogue	Minogue/ Stanard/ Gallagher/ Howes/ Harrington	20.00%	20.00%
91508	Love Like This	Faith Evans	Rodgers/Edwards/Combs/Evans/ Emery/Lawrence/Crawford	25.00%	25.00%
131646	Love You Out Loud	Rascal Flatts	James/Wilson	100.00%	100.00%
84003	Lovely Rita	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%
133892	Lover I Don't Have To Love	Bright Eyes	Oberst	100.00%	100.00%
35525	Lovin' All Night	Patty Loveless	Crowell	100.00%	100.00%
527801	Loving Days	Kylie Minogue	Stanriard/Minogue	25.00%	25.00%
59351	Love's The Only House	Martina McBride	Douglas / Cason	50.00%	50.00%
82969	Lucille	Kenny Rogers	Bowling Roger Dale/Bynum Hal	100.00%	100.00%
150791	Luchini	Camp Lo	Randolph / Spencer / Smith / Wallace / Wilds / Willis	50.00%	50.00%
84004	Lucy In The Sky With Diamonds	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%
509499	Luv U Better	LL Cool J	Smith/Williams/Hugo	33.34%	33.34%
11	(Lying Here With) Linda On My Mind	Conway Twitty	Twitty	100.00%	100.00%
60678	Madman	Silverchair	Johns	100.00%	100.00%
84005	Magical Mystery Tour	Beatles	Lennon, John W. McCartney, Paul	Sony/ATV Tunes LLC (ASCAP) 100%	100.00%
106570	Make It With You	Bread	Gates David A	100.00%	100.00%
3842	Make The World Go Away	Elvis Presley	Cochran	100.00%	100.00%
902066	Mamas Dont Let Your Babies Grow Up To Be Cowboys	Willie Nelson/Waylon Jennings	Bruce/Bruce	100.00%	100.00%
106	Martha My Dear	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%
101240	Maria Maria	Santana	Jean/Duplessis/Santana/Perazzo/Rekow	65.00%	65.00%

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Song	Title	Artist	Writer	US% Collected	US% Licensed
101168	Marrakesh Express	Crosby, Stills & Nash	G. Nash	100.00%	100.00%
84121	Maxwell's Silver Hammer	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00%
84122	Mean Mr. Mustard	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00%
83303	Meet Me In Montana	Jo Dee Messina	Goodrum / Maher	100.00%	100.00%
24351	Meeting In The Ladies Room	Klymaxx	Calloway/Calloway/Watson	51.95%	51.95%
96249	Mess	Ben Folds Five	Ben Folds	100.00%	100%
75993	Miami	Will Smith	Shelby/Shockley/Sylvers/Smith	50.00%	50%
84007	Michelle	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%
14213	Midas Touch	Midnight Star	Watson	94.45%	94.45%
75119	Mo Money, Mo Problems	Notorious B.I.G.	Edwards/Rogers/Combs/ Wallace/Jordan/Phillips	30.00%	30.00%
167977	More Bounce	Heavy D.	Troutman, Myers	31.25%	31.25%
113353	More Than That	Backstreet Boys	Anders/Wennerberg/Jemberg	33.33% Sony/ATV Songs, 33.33% Sony/ATV Tunes	66.66%
112110	Morning Glory	Oasis	Noel Gallagher	100.00%	100.00%
111756	Most Girls	Pink	Babyface / Thomas	50.00%	50.00%
84009	Mother Nature's Son	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%
4033	Mountain Dew	Willie Nelson	Wiseman/Lunsford	50.00%	50.00%
100145	Mountain Music	Alabama	Owen	100.00%	100.00%
450546	Move It On Over	George Thorogood & The Destroyers	Williams	100.00%	100.00%
113833	Movin Melodies	ATB	Tanneberger	100.00%	100.00%
111898	Murder Was The Case	Snoop Dogg	Young/Trawick/Griffin/Boradus/ Arnaud	37.50%	37.50%
51164	Muppet Show Theme	Muppets	Henson; Pottle	100.00%	100.00%
103251	My Baby You	Marc Anthony	Afanasieff, Walter N., Muniz, Mark A.	Sony/ATV Tunes, LLC (ASCAP) 100%	100.00%
540975	My Buddy	G-Uni	Brown/Jackson/Lloude/Morricone/Ausar	1667.00%	16.67%
448283	My Front Porch Looking In	Lonestar	McDonald/Myers/Pfrimmer	33.33%	33.33%
106898	My Heart Is Lost In You	Brooks & Dunn	Beavers/Harringtone	50.00%	50.00%
515813	My Last Name	Dierks Bently	Bentley/Allen	50.00%	50.00%
95602	My Love Is Your Love	Whitney Houston	Jean Nel Wyclef/Duplessis	75.00%	75.00%
28325	My Next Broken Heart	Brooks & Dunn	Cook/Dunn/Brooks	100.00%	100.00%
125569	My Oedipus Complex	Kid Rock	Peters/ Ritchie	5.00%	5.00%
593993	Nada Personal	Marc Anthony	Estefano/Anthony/Reyes	100.00%	100.00%
118500	Nasty Girl	Destiny's Child	Knowles/ Dent / Brassl / Hackett	30.00%	30.00%
28523	Neon Moon	Brooks & Dunn	Dunn	100.00%	100.00%
116608	Never Gonna Give You Up	Rick Astley	Stock/Aitken/Waterman	33.34%	33.34%
76464	Never Gonna Let You Go	Faith Evans	Edmonds/Thomas	Sony/ATV Songs & ECAF Music 40% / EMI April & E-Two Music 60%	40.00%
84222	New York City	John Lennon	Lennon	100.00%	100.00%
102500	New York Groove	Ace Frehley	Ballard	100.00%	100.00%
109693	Niggas Ain't S**t	Trina/Dr. Dre	Young/Curry/Wolfe/Taylor/ Beasley/Broadus	18.75%	18.75%
422701	Niggaz Done Started Something	DMX	Blackman/Betha/Styles/Simmons/Jacobs/Phillips	50.00%	50.00%
	No Me Quiero Enamorar	Kalimba	Domm, Oceransky, Bernal	50.00%	50.00%
512289	No Me Tortures	Daniel Rene	Piloto/Danny Lopez	35.00%	35.00%
38633	No More Mr. Nice Guy	Alice Cooper	Cooper/Bruce	100% Sony/ATV Songs	100.00%
76525	No One Else On Earth	Wynonna	Colucci / Harris / Lerber	41.67%	41.67%
77827	No Place That Far	Sara Evans	Evans/Martin/Shapiro	91.66%	91.66%
013	No Reply	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%
77879	No Shelter	Rage Against The Machine	Rocha / Commerford / Morello / Wilk	100.00%	100.00%
495972	No Shoes, No Shirt, No Problems	Kenny Chesney	Beatherd	100.00%	100.00%
127596	No Such Thing	John Mayer	Mayer/Cook	85.00%	85.00%

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Song Title		Artist	Writer	US Collected	US % Licensed
84014	Norwegian Wood (This Bird Has Flown)	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%
55740	Not Gon' Cry	Mary J. Blige	Edmonds	87.50%	87.50%
	Not On Your Love	Jeff Carson	Martin /Wilson / Martin	20.84%	20.84%
130024					
423981	November	Emerson Drive	James, Petraglia	50.00%	50.00%
84016	Nowhere Man	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%
907598	Ob La Di Ob La Da	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%
116758	Ocean Spray	Manic Street Preachers	Moore/Jones/Bradfield	100.00%	100.00%
84123	Oh Darling	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00%
38112	Oh L'Amour	Erasure	Bell/Clarke	100.00%	100.00%
448598	Oh Pretty Woman	Roy Orbison	Dees/Orbison	62.50%	62.50%
81908	Okie From Muskogee	Merle Haggard	Powers, Haggard	100.00%	100.00%
605527	Old Blue Chair	Kenny Chesney	Chesney	100.00%	100.00%
97049	On The Inside (Theme from "Prisoner")	Lynne Hamilton	CASWELL DAVID ALLAN	100.00%	100.00%
129117	One Day In Your Life	Anastacia	Bianconiello/Newkirk/Watters	33.33%	33.33%
99449	One Man Army	Our Lady Peace	Maida/Lanni	Sony/ATV Tunes obo Sony Canada & Under Zenith Pub 50% / Lanni Tunes 50%	50.00%
	One Mic	Nas	Jones / Thompson	Splits Pending	Splits Pending
133864					
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%
	One Night Stand	Misteeq	Mikkel/ SE/ Rustan/ Hermansen/ Dixon/ Washington/ Nash	16.66%	16.66%
	One Nite Stand	Sarah Connor	Duplessis/Wyclef/Connor/Fortuna	37.50%	37.50%
138143					
106975	One Voice	Billy Gilman	Cook, Malloy	50.00%	50.00%
450370	Only The Lonely	Roy Orbison	Melson/Orbison	50.00%	50.00%
38068	Only You	Yaz	V. Clarke	100.00%	100.00%
504336	Open Season on My Heart	Tim McGraw	Corwell, Slater	50.00%	50.00%
	Ordinary	Train	Hendrickson, Monahan	12.50%	12.50%
101174	Our House	Crosby, Stills, Nash & Young	G. Nash	100.00%	100.00%
330810	Outta The Way	The Vines	Nicholls	100.00%	100.00%
84019	Paperback Writer	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%
504307	Paradise	LL Cool J	Barnes/Olivier/Smith/Jackson/ Rogers/Burke/Felder/Wright	50.00%	50.00%
	Part II	Method Man & Redman	Edmonds / Wilson / Sermon / Braxton / Noble / Smith	30% Sony/ATV Songs LLC / ECAF Music	30.00%
127804					
	Party To Damascus	Wyclef feat. Missy Elliot	Jean/Duplessis/Elliot	60.00%	60.00%
524145					
336351	Peace of Mind	Josh Gracin	James/Verges	50.00%	50.00%
	Peaceful World	John Mellencamp	Mellencamp	100% Sony/ATV Tunes LLC obo Belmont Mall Publishing	100.00%
127507					
91454	Penny Lane	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%
528085	Per Te	Josh Groban	Afanasieff/Groban/Mannangell	25.00%	25.00%
138090	Perfect	Sara Evans	Evans/Martin/Shapiro	100.00%	100.00%
	Perfect Gentleman	Wyclef Jean	Jean / Duplessis / Harris	45.00%	45.00%
2887					
501899	Persuaders	N/A	Barry	100.00%	100.00%
38295	Philosophy	Ben Folds Five	Folds	100.00%	100.00%

Schedule A

Source	Title	Artist	Writer	% USJ Collected	% USJ Licensed
106713	Picture Perfect	Angela Via	Trullinger/Cosgrove/Clark	Sony/ATV Tunes LLC / Gruvia Music 33.33% / WB Music Corp, Be Le Be Muisc, About Time Music 66.67%	33.33%
110510	Piece Of My Heart	Janis Joplin	Russell/Ragoboy	16.67%	16.67%
95529	Piggy In The Middle	Beatles	Lennon / Mccartney	82.08% Sony, 17.92% EMI	100.00%
118573	Play	J-LO	Cory Rooney A Bagge, A. Birgisson, C. Milian	Sony/ATV Songs / LLC Cori Tiffani Publishing 5% Air Chrysalis Scandinavia (BMI) 31.66% Murlyn Songs- Universal Music Publishing 63.32%Sony/ATV Songs / LLC Cori Tiffani Publishing	5.00%
108852	Please Remember Me	Tim McGraw	Crowell, Jennings	50.00%	50.00%
37695	POISON	ALICE COOPER	Cooper, Child, McCurry	42.50%	42.50%
80878	Polyester Bride	Liz Phair	Phair	100.00%	100.00%
6462	Pop A Top	Alan Jackson	Stuckey	100.00%	100.00%
125090	Pop Lockin'	Silkk The Shocker	Troutman/Troutman/Hooks/ Hudson/Broadus/Spillman/ Miller/Brooks	Sony/Lastrada 37.5	37.50%
45930	Possession	Sarah McLachlan	McLachlan	100.00%	100.00%
526494	Powerless (Say What You Want)	Nelly Furtado	Eaton/West/Furtado/ Horn/Dudley/McLaren	28.68%	28.68%
4661	Pretty Paper	Roy Orbison	Nelson	100.00%	100.00%
534809	Pure and Simple	Hear' Say	Clarkson / Hawes / Kirtley	33.34%	33.34%
60662	Pure Massacre	Silverchair	Johns/Gillies	100.00%	100.00%
450185	Put Your Hands Where My Eyes Can See	Busta Rhymes	Seals/Smith	50.00%	50.00%
599885	Quarterbackin	E40	Adams/Stevens/Thornton/Thornton	50.00%	50.00%
527450	Que Lloro	Sin Bandera	Garcia	100.00%	100.00%
50820	Rainbow Connection	Kermit The Frog	Ascher/Williams	100.00%	100.00%
38282	Radar Love	Golden Earring	Kooymans/Hay	100.00%	100.00%
75013	Rapper's Delight	Sugarhill Gang	Rodgers / Edwards	50.00%	50.00%
39969	Rat-Tat-Tat-Tat	Dr. Dre	Curry/Young	100.00%	100.00%
902171	Reaper (Don't Fear The)	Blue Oyster Cult	Roeser, Donald	Sony/ATV Tunes, LLC (ASCAP) 100%	100.00%
508479	Red Dirt Road	Brooks & Dunn	Brooks/Dunn	100.00%	100.00%
48419	Red Light Special	TLC	Edmonds	100.00%	100.00%
40369	Red Red Wine	Neil Diamond/UB40	Diamond	100.00%	100.00%
1238	Redneck Woman	Gretchen Wilson	Wilson/Rich	50.00%	50.00%
022	Revolution	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%
512555	Ride	The Vines	Nicholls	100.00%	100.00%
85087	Rock Around The Clock	Bill Haley	Max C. Freedman/J. Myers	75.00%	75.00%

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Schedule A

Song	Title	Artist	Writer/Arr	US % Collected	US % Licensed
517481	Rock Me	Liz Phair	Alspach/Edwards/Christy/Phair	25.00%	25.00%
77981	Rock The Bells	LL Cool J	Smith/Rubin	87.50%	87.50%
	Rock The Party	Five	Gibb / Brown / Breen / Conlon / Gallagher / Stannard	8% Sony/Atv Songs LLC obo Sony/ATV Music Publishing UK Ltd.	8.00%
84025	Rocky Raccoon	Beatles	Lennon, John W. , McCartney, Paul	Sony/ATV Tunes LLC(ASCAP) 100%	100.00%
274815	Rose Garden	Lynn Anderson	Joe South	100.00%	100.00%
125150	Run For Cover	Sugababes	Lipsey / Donaghy / Buena / Buchanan	Sony/ATV Songs LLC obo Sony UK Ltd 25%	25.00%
506746	Run, Run, Run	Ryan Tyler	Powell/Davis/Kayle	33.34%	33.34%
132199	Same Old Brand New You	A1	Adams/Ingerbigdson/Read/Foster	50.00%	50.00%
111341	Say My Name	Destiny's Child	Beyonce Knowles, Kelendria T Rowland, Latavia Roberson, Rodney Jerkins,Daniels, Lashawn A., Fred Jerkins III	Sony/ATV Tunes LLC o/b/o itself, Letoya Music Publishing/Sony/ATV Tunes,Latavia Music Publishing/Sony/ATV Tunes,Kelendria Music Publishing & Beyonce Publishing (ASCAP) 20%	20.00%
505742	Scandalous	Misteeq	Eriksen/Rustan/Hermansen	16.67%	16.67%
504794	Se Esfuma Tu Amor	Marc Anthony	Estefano/Pagan.	100.00%	100.00%
84028	Seargent Pepper's Lonely Hearts Club Band	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%
506227	Second Sunday	Jessica Andrews	Bunetta/Mann	Sony/ATV 60%	60.00%
51531	Secret Of Life	Faith Hill	Peters	100.00%	100.00%
300897	Secretly	Jennifer Lopez	Shakir, Rooney, Oliver, Lopez	90.00%	90.00%
538924	Sentada Aqui en mi Alma	Chayanne	Estefano/Reyes	100.00%	100.00%
68137	Sesame Street Theme	N/A	Raposo/Hart/Stone	Sony/ATV 50%	50.00%
148323	Setting Sun	Chemical Brothers	Gallagher/Rowlands/Simons	50.00%	50.00%
37818	Sex As A Weapon	Pat Benetar	Steinberg/Kelly	Sony/ATV Tunes LLC 100%	100.00%
118503	Sexy Daddy	Destiny's Child	Beyonce Knowles Damon Elliott	Sony/ATV Tunes LLC / Beyonce Publishing (ASCAP) 60%	60.00%
84029	Sexy Sadie	Beatles	Lennon / McCartney	Sony/ATV Tunes LLC (ASCAP) 100%	100.00%
554336	Shake Ya Tail Feather	Murphy Lee, Nelly and P.Diddy	Smith, Bridges, Lee, Haynes	9.170%	9.170%
548072	Shame On Me	Ryan Cabrera	Diamond/Cabrera/Sayan	33.340%	33.340%
113235	She Bangs	Ricky Martin	Afanasieff/Child/Rosa	45.88%	45.88%
84127	She Came In through The Bathroom Window	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%
119260	She Couldn't Change Me	Montgomery Gentry	Nicholson/ Knight	50.00%	50.00%
544256	She Lives In My Lap	Outkast	Troutman/Hawkins/Vidal/Vidal/ Benjamin	5.00%	5.00%
76422	She Never Lets It Go To Her Heart	Tim McGraw	Shapiro / Waters	29.38%	29.38%
84031	She Said, She Said	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%
28524	She Used To Be Mine	Brooks & Dunn	Dunn	100.00%	100.00%
108848	Sheila	Tommy Roe	Roe Tommy	100.00%	100.00%
133965	She'll Go On You	Josh Turner	Narmore	100.00%	100.00%
118570	She'll Leave You With A Smile	George Strait	Knowles/Blackmon	50.00%	50.00%
84032	She's A Woman	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%
98453	She's Crafty	Beastie Boys	Horovitz/Rubin/Yauch	12.50%	12.50%
84033	She's Leaving Home	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%
877	She's Not The Cheatin Kind	Brooks & Dunn	Dunn	100.00%	100.00%
100359	Ships That Don't Come In	Joe Diffie	Gibson / Nelson	50.00%	50.00%
118235	Show Me The Meaning Of Being Lonely	Backstreet Boys	Herbert Crichlow/Max Martin	50.00%	50.00%

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Schedule A

Song	Title	Artist	Writer	US % Collected	US % Kept
	Show Me The Way To Your Love	Hear Say	Erikseen / Hermansen / Hallgeir	33.34%	33.34%
102235	Showroom Dummies	Kraftwerk	Huetter	100.00%	100.00%
27599	Sick Boys	Michael Ness	Michael Ness	100.00%	100.00%
	Side	Travis	Healy	100% Sony/ATV Songs LLC obo Sony/ATV Music Publishing UK Ltd.	100.00%
118102					
	Silence	Delerium	Leeb/Fuller/McLachlan	50.00%	50.00%
76705					
197906	Silent Murder	Nas	Browne / Jones / Roero	30.00%	30.00%
118098	Sing	Travis	Healy	100.00%	100.00%
54802	Sittin' Up In My Room	Brandy	Edmonds	87.50%	87.50%
113243	Situation	Yaz	V Clarke/A Moyet	100.00%	100.00%
37820	So Emotional	Whitney Houston	Steinberg/Kelly	100% Sony/ATV Tunes LLC	100.00%
516380	So Gone	Monica	Elliot/Cunningham/Rye/ Ahmonuel	50.00%	50.00%
111337	So Good	Destiny's Child	Knowles,Beyonce / Rowland,Kelendria T. / Roberson,Latavia / Luckett,Letoya / Briggs,Kevin / Burruss,Kandi L.	15% Sony/ATV Tunes LLC / Beyonce Publishing / Kelendria Music Publishing / Latavia Music Publishing / Letoya Music Publishing	15.00%
113167	So In Love With Two	Mikaila	Engriquez / Erickson /Harmansen /Rustan	30.00%	30.00%
79140	Solitaire	Clay Aiken	Cody/Sedaka	60.63%	60.63%
67537	Solo En Ti	Enrique Iglesias	Clarke/Iglesias	Sony/ATV Songs obo Sony Uk 93.75% / E.I. Music, Fonomusic 6.25%	93.75%
114845	Someone To Love You	Ruff Endz	Rooney	100.00%	100.00%
	Somethin In The Water	Jeffrey Steele	Dipiero / Anderson / Steele	33.33% Sony/ATV Songs LLC dba Tree Publishing Co. / Love Monkey Music	33.33%
99463					
326434	Something's Broken	Tim McGraw	beathard, horne	50.00%	50.00%
13553	Sometimes When We Touch	Dan Hill	Hill Dan/Mann Barry	100.00%	100.00%
135131	Somewhere Out There	Our Lady Peace	Coutts/Maida/Taggart	100.00%	100.00%
5250	Son Of A Preacher Man	Tanya Tucker; Dusty Springfield	Hurley/Wilkins	100.00%	100.00%
48487	Song For the Dumped	Ben Folds Five	Ben Folds, Darren Jessee	100.00%	100%
511300	Songs About Rain	Gary Allen	Rose/McLaughlin	62.50%	63%
90176	Sorry Suzanne	Hollies	Anthony Gordon/Stephens Geoffrey	50.00%	50.00%
	Squeeze Me In	Garth Brooks / Trisha Yearwood	Nicholson / McClinton	50.00%	50.00%
50519					
51501	Starseed	Our Lady Peace	Maida/Lanni/Eacrett/Lanni	Sony/ATV Tunes obo Sony Canada 75% / Unknown Publisher 25%	75.00%
129194	Stomp	Steps	Rodgers / Edwards / Topham / Twigg / Campbell	25.00%	25.00%
109850	Stop Being Greedy	DMX	Blackmon/Fields/Masser/Simmons	13.00%	13.00%
102024	Strong Enough	Sheryl Crow	Crow/Bottrel/Baerwald/ Gilbert/Rickette/ Macleod	33.34%	33.34%
84037	Strawberry Fields Forever	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%
64983	Supermans's Dead	Our Lady Peace	Maida/Lanni	Sony/ATV Tunes obo Sony Canada & Under Zenith Pub. 50% / Lanni Tunes 50%	50.00%
49509	Supernova	Liz Phair	Phair	100.00%	100.00%
117035	Survivor	Destiny's Child	Beyonce Knowles, Anthony Dent Matthew Knowles	Sony/ATV Tunes LLC o/b/o Beyonce Publishing (ASCAP) 47%	47.00%
d530	Sugar, Sugar	The Archies	Barry/Kim	50.00%	50.00%
106528	Suspicious Minds	Elvis Presley	Zambon	100.00%	100.00%
41693	Sweet Carolina	Neil Diamond	Diamond	100.00%	100.00%
446642	Sweet Dreams of You	Patsy Cline	Gibson	100.00%	100.00%

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Schedule A

Song	Title	Artist	Writer	US % Collected	US % Licensed
67827	Sweet Surrender	Sarah McLachlan	Sarah McLachlin	100.00%	100.00%
524174	Take Me As I Am	Wyclef Jean	Jean/Duplessis/Sdawes	56.25%	56.25%
538810	Take Me Away	Fefe Dobson	Dobson/Levine	100.00%	100.00%
93719	Take On Me	A-Ha	Pal Waaktaar / Magne Furuholmen / Morten Harket	Sony/ATV Songs LLC obo Sony Music Publishing UK Ltd 100%	100.00%
131976	Take You Home With Me aka Body	R. Kelly & Jay-Z	Kelly/Carter/Barnes/Olivier	Splits Pending	Splits Pending
39638	Taking Care Of Business	BTO	Randy Bachman	100.00%	100.00%
56781	TALES FROM THE CRYPT	Danny Elfman	Danny Elfman	100.00%	100.00%
593992	Tan Solo Palabras	Marc Anthony	Estefano/Reyes	100.00%	100.00%
84780	Taxman	Beatles	Harrison	100.00%	100.00%
84780	Taxman	Beatles	Harrison	100.00%	100.00%
101169	Teach Your Children	Crosby, Stills, Nash & Young	G. Nash	100.00%	100.00%
109952	Tell Him	The Exciters	Russell	33.33%	33.33%
8266	Tell Me Something Bad About Tulsa	George Strait	Lane	100.00%	100.00%
109312	Telluride	Tim McGraw	Cornelius/Verges	50.00%	50.00%
105785	Temptations	Tupac Shakur	R. Troutman/L. Troutman/Murdock/Shakur/Clinton/Spradley/Harvey/Noble/Shider/	50.00%	50.00%
114426	Ten Rounds With Jose Cuervo	Tracy Byrd	Beathard/Cannon-Goodman/Henney	100.00%	100.00%
100148	Tennessee River	Alabama	Owen	100.00%	100.00%
448607	Tennessee Waltz	Patti Page	King, Stewart	100.00%	100.00%
526007	Texas Plates	Kellie Coffie	Coffey/James	50.00%	50.00%
75422	Texas Size Heartache	Joe Diffie	Wilson / Turner	100.00%	100.00%
154073	Thank God For Kids	Kenny Chesney	Futch	100.00%	100.00%
111151	That Ain't Gangsta	50 Cent	West/WillisJackson/Jackson	50.00%	50.00%
48156	That Ain't My Truck	Rhett Akins	Shapiro / Waters /Akins	47.50%	47.50%
38264	That Ain't No Way To Go	Brooks & Dunn	Dunn/Brooks/Cook	100.00%	100.00%
131500	That's A Woman	Mark Wills	Jones/Rutherford	50.00%	50.00%
137540	That's What She Gets For Loving Me	Brooks & Dunn	Dunn/McBride	50.00%	50.00%
84105	The Ballad Of John And Yoko	John Lennon	Lennon/McCartney	100.00%	64.17%
105195	The Best Of Me	Bryan Adams	Adams/Lange	50.00%	50.00%
46020	The Chain	Fleetwood Mac	Nicks/Fleetwood/Mcvie/McVie/Buckingham	20.00%	20.00%
68982	The Chair	George Strait	Cochran, Dillon	50.00%	50.00%
515443	The Chipmonk Song	Alvin & The Chipmunks	Bagdasarian	100.00%	100.00%
516102	The Christmas Song	n/a	Torme/Wells	50.00%	50.00%
124191	The Coast Is Clear	Scotty Emerick	Lane/Emerick	75.00%	75.00%
137090	The Color Of Love	Babyface	Edmonds	100.00%	100.00%
83930	The Continuing Story Of Bungalow Bill	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%
20453	The Gambler	Kenny Rogers	A.D. Schlitz	100.00%	100.00%
543466	The Girl's Gone Wild	Travis Tritt	DiPiero/Rutherford	50.00%	50.00%
111148	The Good Die Young	50 Cent	West/Jackson	50.00%	50.00%
136148	The Greatest View	Silverchair	Johns	100.00%	100.00%
43903	The Heart Is A Lonely Hunter	Reba	Williams / Sanders / Hill	33.33% Sony/ATV Tunes / Cross Keys Publishing	33.33%
543724	The Loneliness	Babyface	Edmonds	100.00%	100.00%
84120	The Long And Winding Road	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00%
497519	The Love Song	Jeff Bates	Bates/Beard/Beathard	33.33%	33.33%
136210	The Mexican 2002 (English)	Thalia	Rooney/Barnes/Olivier/Shacklock	60.00%	60.00%
6228	The Mexican 2002 (Spanish)	Thalia	Rooney/Barnes/Olivier/Shacklock/Miranda	40.00%	40.00%
133608	The Music's No Good Without You	Cher	Thomas / Taylor / Cher / Barry	80.00%	80.00%

Schedule A

Sound	Title	Artist	Writer	US % Collected	US % Licensed
84010	The Night Before	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%
101403	The Robots	Kraftwerk	Hutter, Schneider, Bartos	83.33%	83.33%
51531	The Secret Of Life	Faith Hill	Peters	Sony/ATV Tunes LLC , Purple Crayon 100%	100.00%
128438	The Sentinel	Theme	Cooper / Mariotte	50.00%	50.00%
517688	The Wrong Girl	Lee Ann Womack	Rose/McLaughlin	62.50%	62.50%
109770	Then The Morning Comes	Smashmouth	Camp / Barry	25.00%	25.00%
123774	There She Goes	Babyface	Edmonds/Hugo/Williams	33.34%	33.34%
95721	There You Are	Martina Mcbride	Dipiero / Sanders / Hill	33.33%	33.33%
99451	Thief	Our Lady Peace	Maida/Lanni	Sony/ATV Tunes obo Sony Canada & Under Zenith Pub 50% / Lanni Tunes 50%	50.00%
127192	Think It's A Game	Jay-Z	Carter/ Easley/Grant/Parker/ Patrick/Ties	35.00%	35.00%
67558	Think Of You	Usher	Jeffrey/Combs/Thompson/Evans/Jones	50.00%	50.00%
78416	Thinkin' About You	Trisha Yearwood	Regan / Shapiro	33.75%	33.75%
130152	Third Rock From The Sun	Joe Diffie	Martin / Greenbaum / Whipple	25.00%	25.00%
516238	This I Swear	Nick Lachey	Eriksen/Reid	50.00%	50.00%
445740	This Love	Leann Rimes	Rimes/Beeson/Collins	40.00%	40.00%
252836	This Life Forever	Jay-Z feat Missy Elliot	Shawn Carter/Yvonne Covay/William Jackson	23.13%	23.13%
131183	Three Wooden Crosses	Randy Travis	Williams/Johnson	50.00%	50.00%
90484	Thunderbirds	Theme	B. Gray	100.00%	100.00%
84048	Ticket To Ride	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%
17846	Time After Time	Cyndi Lauper	Lauper/Hyman	50.00%	50.00%
60680	Tomorrow	Silverchair	Johns / Gilles	100.00%	100.00%
84050	Tomorrow Never Knows	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%
76102	Tonite	Snoop Dogg	Durham/Blake	30.00%	30.00%
	Toxicity	System of a Down	Malakian, Tankian, Odadjuan, Dolmayan	100.00%	100.00%
131850	Tragedy	Marc Anthony	Rooney/Thomas	50.00%	50.00%
101422	Trans Europe Express		Schult/Heutter	100.00%	100.00%
80439	Transformers Theme	n/a	Kinder/Bryant	100.00%	100.00%
131260	Tribute To A Woman	Ginuwine	Oliver / Lumpkin	50.00%	50.00%
555653	Triple Trouble	Beastie Boys	Diamond, Michael Louis; Edwards, Bernard; Horowitz, Adam; Rodgers, Nile Gregory; Yauch, Adam Nathaniel	25.00%	25.00%
117068	Tougher Than Nails	Joe Diffie	Marvel/O'Donnell/Barnes	33.34%	33.34%
101406	Tour De France	Kraftwerk	Hutter/Shult/Bartos	83.34%	83.34%
5414	Trouble	Elvis Presley; Travis Tritt	Chesnut	100.00%	100.00%
593998	Tu Amor Me Hace Bien	Marc Anthony	Estefano	100.00%	100.00%
37836	Ture Colors	Cyndi Lauper	Steinberg / Kelly	100.00%	100.00%
429051	Turn It Up	Josh Gracin	James/McHugh	50.00%	50.00%
81952	Tutti-Frutti	Little Richard	Penniman	100% Sony/ATV Songs	100.00%
35283	Twilight Zone	Golden Earring	Kooymans	100.00%	100.00%
84129	Two Of Us	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00%
133945	Two Wrongs	Wyclef	Jean/Duplessis	75.00%	75.00%
593620	Unreachable	Ashley Simpson	Simpson, Marin, Fox, Nevil, Fraxier	20.00%	20.00%
	Up, Up And Away	5th Dimension	Webb	Sony/Lastrada 46.25%	46.25%
3827	Upside Down	X3	Edwards / Rodgers	50% Sony/ATV Songs LLC	50.00%
593994	Valio la Pena	Marc Anthony	Estefano/Anthony	100.00%	100.00%
	Vindicated	Dashboard Confessional	Christopher Carraba	16.67%	16.67%
134126	Viviendo	Marc Anthony	Anthony/Osorio/Villamizar	15.00%	15.00%

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Schedule A

Song	Title	Artist	Writer	US% Collected	US% Paid
593987	Volando Entre Tus Brazos	Marc Anthony	Estefano/Reyes	100.00%	100.00%
496586	Walk A Little Straighter	Billy Currington	Beathard/Currington/Chanberlain	33.34%	33.34%
111068	Walk Like A Man	Tim McGraw	Douglas	100.00%	100.00%
134138	Way Of Life	Lil Wayne	Quaites/Williams/Fresh/Carter	12.50%	12.50%
53829	We Are Family	Sister Sledge	Rodgers/Edwards	50% Sony/ATV Songs LLC	50.00%
84052	We Can Work It Out	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%
545116	We Carry On	Tim McGraw	Douglas, Slater	50.00%	50.00%
93883	We Don't Talk Anymore	Cliff Richard	A. Tarney	100.00%	100.00%
117684	Weapon of Choice	Fatboy Slim	Slater / Cook / Collins	33.33% Sony/ATV Songs LLC obo Sony/ATV Music Publishing UK Ltd / Edel Music Publishing Ltd	33.33%
8911	Welcome To My World	Jim Reaves; Eddy Arnold	Winkler/Hathcock	50.00%	50.00%
36326	We'll Burn That Bridge	Brooks & Dunn	Cook/Dunn	100.00%	100.00%
69589	We're Not Making Love No More	Dru Hill	Edmonds	87.50%	87.50%
124716	What If	Babyface	Edmonds	100.00%	100.00%
127058	What If She's An Angel	Tommy Shane Steiner	Wayne B.	100.00%	100.00%
137755	What It Ain't	Josh Turner	Mensy/Criswell	100.00%	100.00%
507909	What Is Love	Vivian Green	Green/Osunlade/Sample/Robertson	33.33%	33.33%
599679	What Is It	EA Ski featuring Frontline	Shon Adams/Davood Asgari/Ameor Loggins/Mark Ogleton	75.00%	75.00%
131969	What The World Needs	Wynonna	James/Lamar	50.00%	50.00%
133938	What Was I Thinkin'	Dierks Bently	Bently/Beavers/Ruttan	100.00%	100.00%
449039	Wheel Of Fortune Theme	n/a	Griffin	100.00%	100.00%
517675	Wheels	Josh Gracin	Wilhelm/James	100.00%	100.00%
51224	When Boy Meets Girl	Terri Clark	Clark/Waters / Shapiro	47.50%	47.50%
43743	When Can I See You Again	Babyface	Edmonds	100.00%	100.00%
84056	When I'm 64	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%
131816	When The Sun Goes Down	Kenny Chesney	James	100.00%	100.00%
106767	Where You Are	Jessica Simpson	Watters/Biancaniello/ Stamatopoulou/Lachey	90.00%	90.00%
109569	When It All Goes South	Alabama	Jarvis/Carnes/Carnes	33.34%	33.34%
111528	When You Say You Love Me	Josh Groban	Scofield/Hammond	50.00%	50.00%
134200	When You Think Of Me	Mark Wills	Vorges/James	50.00%	50.00%
104689	While You Loved Me	Rascal Flatts	Kim Williams / Dale Dodson / Danny Wells	Sony/ATV Tunes LLC dba Cross Keys Publishing Co. 66.66%	66.66%
25424	Whip Appeal	Babyface	Edmonds/Reid	83.14%	83.14%
524190	Whiskey Girl	Toby Keith	Emerick/Keith	50.00%	50.00%
117436	Whiskey Lullabye	Brad Paisley	Anderson/Randall	50.00%	50.00%
46881	Whiskey Under The Bridge	Brooks & Dunn	Brooks/Dunn/Cook	100.00%	100.00%
517463	Why Can't I?	Liz Phair	Phair/Edwards/Spock/Christy	25.00%	25.00%
103083	Why Does It Always Rain On Me	Travis	F. Healy	100.00%	100.00%
84057	Why Don't We Do It In The Road	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%
127600	Why Georgia	John Mayer	John Mayer	100.00%	100.00%
113576	Wild	Poe	Danielewski Annie	58.00%	100.00%
79560	Wink	Neal McCoy	Diplero / Shapiro	50.00%	50.00%
94364	Wired For Sound	Cliff Richard	Tarney/Robertson	50.00%	50.00%
62446	Wish You Were Here	Mark Wills	Anderson / Ewing / Moore	25.00%	25.00%
509389	Witch Doctor	Alvin & The Chipmunks		33.33%	33.33%
84059	With A Little Help From My Friends	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%
3060	With You	Jessica Simpson	Mann/Marvel/Simpson	38.00%	38.00%
84782	Within You, Without You	Beatles	Harrison	100.00%	100.00%
84060	Word	Beatles	Lennon / Mccartney	66.67% Sony, 33.33% EMI	100.00%
38748	Written In The Stars	Rhonda Vincent	Majeski/Orrall	50.00%	50.00%

Schedule A

Song	Title	Artist	Writers	% Collected	% Paid
540198	Y Que Va A Ser De Mi	Victoria	Roberto Livi, Rudy Perez	50.00%	50.00%
507594	Y Todo Queda en Nada	Ricky Martin	Estefano/Reyes	100.00%	100.00%
6997	YAKETY SAX (THE BENNY HILL SHOW)	BOOTS RANDOLPH	Randolph, Rich	100.00%	100%
84062	Yellow Submarine	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%
84065	Yesterday	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%
39637	You Ain't Seen Noghin' Yet	BTO	Randy Bachman	100.00%	100.00%
138124	You Are Everything	Dru Hill	Cousin/Andrews	50.00%	50.00%
138355	You Can't Take The Honky Tonk Out Of The Girl	Brooks & Dunn	Dipiero/Allmand	50.00%	50.00%
450406	You Got It	Roy Orbison	Petty/Lynn/Orbison	25.00%	25.00%
168450	You Gots to Chill	EPMD	Sermon Erick S; Smith Parrish Joseff; Troutman Roger	31.25%	31.25%
84130	You Never Give Me Your Money	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00%
91729	You Really Got Me	The Kinks	Ray Davies	100.00%	100.00%
99866	You Sang To Me	Marc Anthony	Cory Rooney, Marc Anthony	100.00%	100%
127603	Your Body Is A Wonderland	John Mayer	Mayer	100.00%	100%
84069	Your Mother Should Know	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%
68482	You're Easy On The Eyes	Terri Clark	Shapiro / Waters / Clark	58.33%	58.33%

EXHIBIT CO 0553

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 26, 2005 Agreement

BLANKET RINGTONE LICENSE AGREEMENT

This ringtone license agreement (the "Agreement") is made and entered into as of April 26, 2005 (the "Effective Date"), by and between SONY/ATV MUSIC PUBLISHING LLC, a Delaware limited liability company, 550 Madison Avenue, New York, NY 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 hereby agree as follows:

1. GRANT OF RIGHTS/RESTRICTIONS/PROCEDURES

(a) Publisher hereby grants 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. 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 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 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.

(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) In the event a composer, songwriter or licensor of a particular Composition objects to the use of such Composition hereunder, Company agrees to withdraw or remove all such Ringtones within forty-eight (48) hours after Publisher notifies you of such objection.

(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, which Publisher may do for any reason or no reason at all; provided, however, that no third party is permitted to exploit the Composition as set forth hereunder, Company shall do so within ten (10) days after receiving notice of such request from Publisher.

(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 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.

(e) Company shall be solely responsible for obtaining all rights necessary to publicly perform the Ringtones, as well as all costs associated therewith.

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**

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 , 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; 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 sums, 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 and each Approved Sublicensee 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 and each Approved Sublicensee 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 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 and each Approved Sublicensee in connection with the Ringtone concerned; (vi) the period during which the Sale, transmission, download or 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 each Company and each Approved Sublicensee and for each region of the Territory.

(b) Omitted Without Implication.

(c) 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.

(d) 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.

(e) 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(c), Publisher will have the right to examine itself, 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, and Publisher may make such an examination for a particular Ringtone Licensee Fee Report or Fixation Fee Report, as the case may be, only once. 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.

(f) For a period of 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.

(c) Company shall enable five (5) designated employees of Publisher to freely and without charge or expense receive Ringtones as an End User of a 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.

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 and each Approved Sublicensee 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 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, neither Company nor any 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 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; (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.

(viii) Company fails to accurately disclose to Publisher the number of Ringtones embodying the Compositions hereunder that have been fixed during any calendar quarterly accounting period;

(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) "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.

(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. For the avoidance of doubt, it is understood that if Company sublicenses Ringtones to an Approved Sublicensee, it is the Sale price of the Ringtone to the End User, and not the price paid by the Approved Sublicensee to Company, that shall determine the amount of Company Revenue payable hereunder.

(f) "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.

(g) "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, 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.

(h) "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. 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) "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.

(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 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 Kaw

Title: VP, DR

Date: 1/31/06

REDACTED

SCHEDULE A

Song #	Title	Artist	Writer	US Collection	US Share/Territory
31755	28 Years, 17 Days	Lyle	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
127605	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
598373	1000 Good Intentions	Rise Against	Principe/McIlrath/Barnes/Wieldinski	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
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
116200	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
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/Hutter/Hippen	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
583985	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
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
546027	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	Kanye West	Hal/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
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
58636	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
593997	Amar Sin Mentiras	Marc Anthony	Estefano/Anthony	100.00%	100.00% World Wide
113587	Amazed	Pole	Danielewski Annie	50.00%	100.00% World Wide
526459	Amazin'	LL Cool J	Smith, Hugo, Williams	50.00%	50.00% World Wide
395639	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
83916	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
74475	And The Beat Goes On	The Whispers	Shelby/Shockley/Sylvers/Smith	66.67%	66.67% World Wide
7832	Angel	Sarah McLauchlan	S McLauchlan	100.00%	100.00% World Excluding Canada
31532	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	Merbarak/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
86250	Army	Ben Folds Five	Ben Folds	100.00%	100% World Wide

SCHEDULE A

Song #	Title	Artist	Writers	US % Controlled	US % Publishing	Territory
6076	Around the Way Girl	LL Cool J	Smith/James/Williams	37.50%	30%	World Wide
5217	As Good as I Once Was	Toby Keith	Emerick/Keith	50.00%	50%	World Wide
33842	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- 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
84105	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
180026	Beds Are Burning	Nowaspace	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
85196	Believe In You	Amanda Marshall	Marshall / Bazilian	50.00%	50.00%	Worldwide
272868	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 Chief	Jay Z & R Kelly	R. Kelly/S. Carter/J.C.Olivier, S.J. Barnes/	splits are pending		
2759	Big Yellow Taxi	Counting Crows	Mitchell	100.00%	100.00%	World Wide
18523	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
608638	Bitches Ain't Shit	Lil Jon	Durham/Harris/Lewis	37.50%	37.50%	World Wide
607335	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
83929	Blackbird	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
421876	Blank Sheet of Paper	Tim McGraw	Warren, Warren, Schitz	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
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
100335	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/Mawarra, 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
1152	Breathe Again	Toni Braxton	Edmonds	100.00%	100.00%	World wide
809	Brick	Ben Folds Five	Folds/Jessee	100.00%	100.00%	World Wide
243831	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
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	Biggs, Burrus, Knowles, Roberson, Rowland, Luckett	7.50%	7.50%	Worldwide

SCHEDULE A

Song #	Title	Artist	Writer(s)	US % Collected	US % Ownership/Territory
17839	Building A Mystery	Sarah McLachlan	Sarah McLachlan	50.00%	50.00% US
8842	Burnin' For You	Blue Oyster Cult	Metzer/Roeser	100.00%	100.00% World Wide
108534	Burning Love	Elvis Presley	Linda 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
267700	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
153408	California Love (remix)	Dr. Dre and Roger Troutman	Troutman/Troutman/Durham/Cunningham/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
289545	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
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
461168	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	Blue / Cobb	100.00%	100.00% Worldwide
	Cheated (To All The Girls I've Cheated On)	Joan Wyclef	Jean/Hammond/White/Bailey/David/Robinson/Malco/Houg/Obrien/Jackson/Mckay/Wright/Leibrand	20.00%	20.00% Worldwide
167791					
127184	Cheatin' On Me	50 Cent	Barnes/Olivier/Jackson/ Burruss/ Gates	33.34%	33.34% World wide
	Cheeky Song	Cheeky Girls	Kirtley/Semal/Hawes	83.00%	836.00% World Ex. Portugal, UK, Spain
502672					
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
01133	Chicago	Graham Nash	G. Nash	100.00%	100.00% World Wide
2850	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
297776	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
	Chocoolet - Vianne Sets Up Shop	Theme (Incidental Music)	Rachel / Portman	100.00%	100.00% Worldwide
119402					
120656	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	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
	Class Reunion (That Used To Be Us)	Lonestar	McDonald/Myers/Plimmer	33.34%	33.34% World Wide
525305					
78266	Cleopatra, Queen of Denial	Pam Tillis	Tillis/Dipiero/Buckingham	66.67%	66.67% World Wide
125911	Clint Eastwood	Gorillaz	Makromatis/Ine/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
150951	Clumsy	Our Lady Peace	Malda/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	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
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. Garrison, E. Sermon, P. Smith, R. Troutman	40.00%	40.00% World Wide
	Cruel Summer	Bananarama	Fahey / Woodward / Swain/ Jolley / Dallin	25.00%	25.00% Worldwide
58343					
631753	Cry	Lyle	Jennings	100.00%	100.00% World Wide
342937	Cry Baby	Janis Joplin	Barns/ Meade	16.67%	16.67% USA
400364	Crying	Roy Orbison	Melson/Orbison	62.50%	62.50% US
	Crying At The Discotheque	Alcazar	Rodgers / Edwards / Bard / Wolbeck / Goulos / Hansson	25.00%	25.00% Worldwide
119499					
7984	Daddy Cool	Boney M	Reyam/Farlam	100.00%	100.00% Worldwide
	Damien	DMX	Blackmon/Simmons/Smalls	50.00%	50.00% Worldwide
422700					
505034	Damn	Fabulous	Edwards, Rodgers, Jackson, Barnes, Oliver	50.00%	50.00% Worldwide
599408	Dancing For Rain	Rise Against		100.00%	100.00% Worldwide
100156	Dancin' Shagin' On The Boulevard	Alabama	Owen/Fowler/Centry	100.00%	100.00% World Wide
1049	Dang Me	Roger Miller	Miller	100.00%	100.00%
447616	Danger High Voltage	Electric B	Spencer/Frezza/Nawara/ Selph/Martin	100.00%	100.00% World Wide

SCHEDULE A

Song No.	Title	Artist	Writer	US % Collected	Territory (World Wide)
18507	Dangerously In Love	Beyonce	Knowles/McCalla	50.00%	50.00% World Wide
17409	Das Modell	Kraftwerk	Schul/Hueter/Barios	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
39951	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 Orcja de Van Gogh	Montero/Benegas/Fernandez/Fuentes	100.00%	100.00% World Wide
550618	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
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
100563	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/Goffin/Masser/Duplaiss/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, Arnoud, Brown	35.00%	35.00% World Wide
524129	Doin' Time	Sublime	Rubin/Horowitz/Yauch/Gershwin R/Gershwin I/Nowell/Goodman/Hayward Du/Hayward De	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
30057	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 Be	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. Tannebergar	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
114835	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. Jamron 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
108385	Dusic	Brick	Brown/Hargis/Ranson	100.00%	100.00% World Wide
88577	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/Civilles/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
15494	Estoy Aqui	Shakira	Merbarak / Ochoa	100.00%	100.00% World Wide
7753	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	Mizap/Mosely/Neslon/Smith	pending	pending
521860	Everybody Hates Me	Tim McGraw	Beathard, Hill	50.00%	50.00% World Wide

SCHEDULE A

1939	Everybody's Got Something To Hide	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
42943	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
148074	Everytime I Close My Eyes	Babyface	Edmonds	100.00%	100.00% World Wide
243894	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
517478	Extraordinary	Liz Phair	Phair/Edwards/Spock/Christy	25.00%	25.00% World Wide
552095	Fast Cars And Freedom	Rascal Flatts	Lewis/Thrasher/Mobley	33.34%	33.34% World Wide
46885	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
333010	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
98456	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
120400	Force	Nelly Furtado	Eaton / West / Furtado	50.00%	50.00% WW
5517	Forest	System of a Down	Malakian, Tankian, Odadjian, Dolmayan	100.00%	100.00% World Wide
49174	Forgotten	Avril Lavigne	Kreviazuk/Lavigne	50% Sony/ATV Songs LLC	50.00% Worldd Wide
51210	Freggle Rock	Muppets	P. Balsam, D. Lee-D. Gilia?	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	Wyclaff / Hill / Michel / Mcgrier / Remi / Marie	25.50%	25.50% World Wide
57481	Fumbin 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
330764	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
818558	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
83850	Girl	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
819039	Girl	Back	Hansen, King, Simpson	70.00%	70.00% World Wide
019317	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
179	Girl You'll Be A Woman Soon	Neil Diamond	Diamond	100.00%	100.00% WW
3102	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

SCHEDULE A

Song ID	Title	Artist	Writer	% Collected	% Claimed / Territory
25336	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
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	84.167% Sony, 35.833 EMI	100.00% World Wide
595035	Golden Touch	Razorlight	Johnny Borrell	100.00%	100.00% World Wide
108532	Goldfinger	Goldfinger	L. Briousse, A. Newley, J. Barry	100.00%	100.00% World Wide
304028	Gone	Montgomery Gentry	Diplene/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
500250	Good Man	India Aire	Baker/Ramsey/Sanders/Simpson	25.00%	25.00% World Wide
83053	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	Sean	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
509979	Gotta Go Gotta Leave (Tired)	Vivian Green	Green/Dervine	25.00%	50.00% World Wide
531745	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/Hakata	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
422053	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
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
324898	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
1800	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
87110	Hearts Are For When You Want To Love Someone	George Burns/Collin Raye	Gordon/Paxton	50.00%	50.00% Worldwide
105221	Head 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
329333	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 Freecky Zeeky	C.Giles,E.Iiles, 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
1950	HIT ME WITH YOUR BEST SHOT	PAT BENATAR	E.Schwartz	100.00%	100.00% Worldwide
3976	Hits From the Bong	Cypress Hill	Hurley/Wikins/Nunganud/Freeza	50.00%	50.00% Worldwide
86462	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
133899	Home and Dry	Pet Shop Boys	Tennant/Lowe	100%	100% World wide

SCHEDULE A

Song #	Title	Artist	Writer(s)	US % Claimed	US % Controlled	Territory
7688	Home Town	Joe Jackson	Joe Jackson	100%	100%	World Wid
7502	Homewrecker	Gretchen Wilson	Wilson/Teren/Rutherford	33%	33%	World Wide
33968	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 Adkins	Shapiro/Beathard	100.00%	100.00%	World Wide
94638	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
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	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	Keen/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
195089	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	3 W	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
3971	I Feel Fine	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
151067	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
288701	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 / Fellese / Fellese	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 - Panzberg, -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
20613	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/Hugger/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
7769	I Touch Myself	The Divinyls	Kelly, Tom / Steinberg, William F	60.00%	60.00%	World Wide
0829	I Wanna Be With You	Mandy Moore	Thomas/ Peiken/ Arbuckle	65.00%	65.00%	World wide
35784	I Wanna Love You Forever	Color Me Badd	Louis Biancaniello ,Watters, Samuel J.	50.00%	50.00%	World Wide
111006	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 Wih You	Leann Rimes	Shapiro/Rutherford	50.00%	50.00%	World Wide
195018	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	% Collected	% Jempoy/WW World Wide
3761	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
480563	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
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
	Ice Ice Baby	Vanilla Ice	Johnson/Van Winkle/Brown	8.66%	8.66% 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
190772	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	
126530	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
	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
09466					
	If You Tolerate This Your Children		Bradfield/Jones/Moore	100.00%	100.00% Worldwide
198708	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	Kelhum/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	Quates/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					
77960	I'm Bad	LL Cool J	Smith/Simon/Ervin	66.25%	66.25% 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
130260	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
83965					
		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
83988	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
78005					
	I'm Your Baby Tonight	Whitney Houston	L.A. Reid, Babyface	62.50%	62.50% World Wide
27848					
	In Another World	Joe Diffie	Shapiro / Wilson / Yeary	33.33%	33.33% Worldwide
103171					
91458	In My Life	Beatles	Lennon John/Mc Cartney Paul	100.00%	100.00% World Wide
91459	In My Life	Juvenile Feat Mannu 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
269714	In My Lifetime	Jay-Z	Romeo/Durks/Drowne/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
8345	In The Summertime	Mungo Jerry	Ray Dorset	50.00%	50.00% World Wide
15212	In This Skin	Jessica Simpson	Fusari/Harmon/Simpson	33.34%	33.34% World Wide
131872	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
449838	Indian Outlaw	Tim McGraw	Loudermilk / Simmons / Barnes	33.34%	33.34% World Wide

SCHEDULE A

Song #	Title	Artist	Writer(s)	US % Controlled	US % Territory/WW Worldwide
4128	Industry	Wyclef Jean	Jean/Duplessis/Witherspoon/Riset/Dean	37.50%	37.50% World Wide
5363	Innervision	System of a Down	Malakian, Tankian, Odadjian, Dolmayan	100.00%	100.00% World Wide
55133	Innocent	Our Lady Peace	Coutts/Maida/Taggart	100.00%	100.00% World Wide
129519	Insatiable	Darren Hayes	Hayes / Afanasieff	50.00%	50.00% Worldwide
00447	Is Anybody Home	Our Lady Peace	Maida/Lenni	50.00%	50.00% Worldwide
447897	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
501138	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	9.30%	9.37% World Wide
450461	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	Nia	Griffen	100.00%	100.00% World Wide
116727	Jezebel	Choly 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	L. 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/Sherron/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%	87.50% Worldwide
606532	Just A Moment	Nas	B.H. Edwards/Jones, N.A. David Lewis/Peacock, C./Rodgers, N.	25.00%	25% Worldwide
447702	Just Because	Joe Jackson	Joe Jackson	100.00%	100% World Wide
38085	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
161778	Kaleidoscope Skies	Jam & Spoon	Elmer/Lonich/Bacharach/Hol/Locfel	31.50%	31.50% World Wide
50707	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. Genty/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%
3325	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	Kokkirimal	Orange Range	Orange Range	100.00%	100% World EX Japan
160598	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	Kuaba Las Playas	Las Ketchup	Ruiz/Munoz/Munoz/Munoz	100.00%	100% World Wide
276690	La Bomba	King Africa	Zambrana,Fabio	100.00%	100.00% World Wide
244232	La Brisa	Oveco	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	As 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
212309	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	Leam Chinese	Jin feat. Wyclef Jean	Jean/Brown/Duplessis/Auyueng	10.00%	10.00% World Wide
9386	Let Forever Be		Gallagher, Rowland, Simone	50.00%	50.00% World Wide
4119	Let It Be	Beatles	Lennon John/Mc Cartney Paul	64.167% Sony, 35.833 EMI	100.00% World Wide
500005	Let's Be Us Again	Lonestar	McDonald/James/Dorry	33.34%	33.34% World Wide
831787	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

Ben. R

SCHEDULE A

Song #	Title	Artist	Writer	US % Collected	% Publishing (WW/World Wide)
12449	Life Turned Her That Way	Ricky Van Shelton	Howard	100.00%	100.00% World Wide
7791	Like A Virgin	Madonna	Kelly, Thomas F., Steinberg, William E.	100.00%	100.00% World Wide
	Lipstick	Alejandra Guzman	Child/Domaniewski/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
60032	Little Goodbyes	SheDaisy	Greenberg/Deere/Osburn	33.34%	33.34% Worldwide
46079	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
614504	Long As You Come Home	Brooke Valentine	Randolph / Spencer / Smith / Milsap / Spencer / Johnson	50.00%	50.00% World Wide
129008	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,M. Williams/Jerkins III/ Daniels, Carte	24.16	24.16% World Wide
109034	Losing Lisa	Ben Folds	Ben Folds, Fraily 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
131073					
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	Fleetwood	Snare/Levarty	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
527601	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	Clasta	Gallagher, Noel	100.00%	100.00% World Wide
16891	Lyrical Gangbang	Dr. Dre	Alery/Broadus/Brown/Collins/Hathaway/Young	5.00%	5.00% World Wide
037906	Ma Baker	Boney M	Jay/Reyam/Farian	100.00%	100.00% World Wide
531762	Made Up My Mind	Lyle	Jennings	100.00%	100.00% World Wide
60878	Madmen	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
617622	Making Love For Fun	Enrique Iglesias	Fabbolin/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/C olline/McCants/McCants	7.42%	7.42% World Wide
265759					
002056	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
100437	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	Lamnaga	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 Movico when splits are decided"	Pending	pending
95249	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
1007	Michelle	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00% World Wide
4213	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/Elofson	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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Song #	Title	Artist	Writer(s)	US Share	US Share	Territory
7977	More Bounce	Heavy D.	Troutman, Myers	31.25%	31.25%	World Wide
91955	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
113833	Move Somethin'	LL Cool J	James Smith/Johnson	pending	pending	
244779	Movin Melodies	ATB	Tanneberger	100.00%	100.00%	World Wide
827752	Movin On Without You	Utada Hikaru	Hikaru	100.00%	100.00%	World Wide
229003	Moving Pictures	Fall Out Boy	Peter Wentz, Patrick Stumph, Joseph Trohman	100.00%	100.00%	World Wide
451882	Mr. Big (Man)	The Kinks	Ray Davies	100.00%	100.00%	USA and Canada Only
111898	Mr. Mom	Lonestar	Harbin/Ron/McDonald/Phimmer/Don	33.34%	33.34%	World Wide
831699	Murder Was The Case	Snoop Dogg	Young/Trawick/Griffin/Boradus/Arnaud	37.50%	37.50%	World Wide
208696	Must Be Nice	Lyle Jennings	Jennings	100.00%	100.00%	World Wide
103251	My All	Mariah Carey	Carey/Afanasieff	50.00%	50.00%	World Wide
540975	My Baby You	Marc Anthony	Afanasieff, Walter N., Muniz, Mark A.	100.00%	100.00%	World Wide
304061	My Buddy	G-Unit	Brown/Jackson/Lloude/Morricone/Ausar	16.67%	16.67%	Worldwide
106808	My Give A Damn Is Busted	Jo Dee Messina	Diffie/Shapiro/Martin	58.34%	58.34%	World Wide
031705	My Heart Is Lost In You	Brooks & Dunn	Beavers/Harrington	50.00%	50.00%	World Wide
157243	My Life	Lyle Jennings	Jennings	100.00%	100.00%	World Wide
95802	My Life	Mary J. Blige	Ayers/Blige/Combs/Delvalle/Thompson	6.25%	6.25%	World Wide
22100	My Love Is Your Love	Whitney Houston	Jean Nel Wyclef/Duplessis	75.00%	75.00%	World Wide
28325	My My My	ARMAND VAN HELDEN	Edmunds, Simmons	65.62%	65.62%	WW
125569	My Next Broken Heart	Brooks & Dunn	Cook/Dunn/Brooks	100.00%	100.00%	World Wide
537908	My Oedipus Complex	Kid Rock	Peters/ Ritchie	5.00%	5.00%	World Wide
593993	My Song	Ricky Fante	Deutsch/Fante/Harris/Kats	60.00%	60.00%	Worldwide
640480	Nada Personal	Marc Anthony	Estefano/Anthony/Reyes	100.00%	100.00%	World Wide
118500	Nas Angels...The Finest	Nas	Jones/Williams/Hugo	16.66%	16.66%	World Wide
315514	Nasty Girl	Destiny's Child	Knowles/ Dent / Brassl / Hackett	30.00%	30.00%	Worldwide
28523	Needles	System of a Down	Malakian, Tankian, Odadjian, Dolmayan	100.00%	100.00%	Worldwide
115808	Neon Moon	Brooks & Dunn	Dunn	100.00%	100.00%	World Wide
76464	Never Gonna Give You Up	Rick Astley	Stock/Aitken/Waterman	33.34%	33.34%	World wide
94222	Never Gonna Let You Go	Faith Evans	Edmonds/Thomas	40.00%	40.00%	Worldwide
12500	New York City	John Lennon	Lennon	100.00%	100.00%	Worldwide
30603	New York Groove	Ace Frehley	Ballard	100.00%	100.00%	Worldwide
422701	Niggas Ain't S**t	Trina/Dr. Dre	Young/Curry/Wolfe/Taylor/ Beasley/Broadus	18.75%	18.75%	World Wide
291152	Niggaz Done Started Something	DMX	Blackman/Betha/Styles/Simmons/Jacobs/Phillips	50.00%	50.00%	World Wide
597292	No Matter What They Say	Li Kim	Rogers, Thompson, Barrier, Byrd, Jones, Feliciano, Edwards, Henson, Archer, Beavers, Taylor, Hill, Joyner, Griffin	10.00%	10.00%	World Wide
512289	No Me Quiero Enamorar	Kalimba	Domm, Oceransky, Bernal	50.00%	50.00%	World Wide
38833	No Me Tortures	Daniel Rene	Pilota/Danny Lopez	35.00%	35.00%	Worldwide
	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
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
35740	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
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
238168	Nowhere To Run (Vapor Trail)	Ozzy Osbourne	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. Ditch	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
1997	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 Así	Shakira	Mebarak/Flores/Garza	66.67%	66.67%	World Wide

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Songs	Title	Artist	Writers	% Collected	% Publishing Share	Territory
11908	Okie From Muskogee	Merle Haggard	Powers, Haggard	100.00%	100.00%	World Wide
3438	Old Soul Song	Bright Eyes	Oberst	100.00%	100.00%	World Wide
93828	Omerta	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100.00%	100.00%	WW
07049	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
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	Sony/ATV Songs LLC / Ninth Street Tunnel 16.67%	16.67%	WW
	One Night Stand	Mistoeq	Mikkel/ SE/ Rustan/ Hermansen/ Dixon/ Washington/ Nash	16.66%	16.66%	World Wide
130143	One Nite Stand	Sarah Connor	Duplessis/Wyclef/Connor/Fortune	37.50%	37.50%	World Wide
112688	One Sweet Day	Mariah Carey	M. Carey, N. Morris, W. Morris, S.Stockman, M. McCary, W. Alanasieff	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	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
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
127864	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
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
501800	Persuaders	N/A	Barry	100.00%	100.00%	World Wide
806891	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
447502	Pickin' Wildflowers	Keith Anderson	Williams, Rich, Anderson	33.34%	33.34%	World Wide
106713	Picture Perfect	Angela Via	Trufinger/Cosgrove/Clark	3333.00%	33.33%	Worldwide
183545	Piece Of My Heart	Janis Joplin	Berns/ Ragavoy	16.67%	16.67%	World Wide
146506	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 Bogge, 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
10878	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'	Shuk The Shocker	Troutman/Troutman/Hooks/ Hudson/Broadus/Spiltman/ 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
528404	Powerless (Say What You Want)	Nelly Furtado	Eaton/West/Furtado/ Horn/Dudley/ McLaren	26.68%	26.68%	WW

SCHEDULE A

[illegible]	Title	Artist	Writer(s)	US % Claimed	US % Territory/WW=World Wide
	Prelude/Hell of a Town	Joe Jackson	Joe Jackson	100.00%	100.00% World Wide
7748	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	Mattk/Dreadve/Young	50.00%	50.00% Worldwide
	Pure and Simple	Hear' Say	Clarkson / Hawes / Kirtley	33.34%	33.34% Worldwide
834809					
60082	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
450185	See				
509865	Quarterbackin	E40	Adams/Stevens/Thornton/Thornton	50.00%	50.00% World Wide
623479	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/Hautter/Schneider	100.00%	100.00% World Wide
523033	Raindrops Will Fall	TAMYRA GRAY	BIANCANIELLO, WATTERS, GRAY	33.34%	33.34% WW
	Rapper's Delight	Sugarhill Gang	Rodgers / Edwards	50.00%	50.00% Worldwide
75013					
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
	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
51695	Rhiannon	Fleetwood Mac	Stevie Nicks	100.00%	100.00% World Wide
612919	Rich Girl	Gwen Stefani	Krayjazki/Stefani/Dioguardi/Allazano	95.00%	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
65087	Rock Around The Clock	Bill Haley	Max C. Freedman/J. Myers	75.00%	75.00% US, Canada, & Mexico
517481	Rock Me	Liz Phair	Aspach/Edwards/Christy/Phair	25.00%	25.00% World Wide
779981	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	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, Odadjian, Dolmayan	100.00%	100.00% World Wide
593356	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 / Duena / Buchanan	25.00%	25.00% Worldwide
506746	Run, Run, Run	Ryan Tyler	Powell/Davis/Kayle	33.34%	33.34% World Wide
211945	Salome	Cheyanne	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, Letavia 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					
605742	Scandalous	Mutteeg	Eriksen/Rustan/Hermansen	16.67%	16.67% World Wide
313518	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
84029	Seargent Pepper's Lonely Hearts Club Band	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
480638	Secret Ambition	Michael W. Smith	Smith/Kirkpatrick/Gill	50.00%	50.00% World Wide
81531	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	Cheyanne	Estefano/Reyes	100.00%	100.00% Universe
54543	Serial Killa	Snoop Dogg	Arnaud/Brown/Middendorf/Broadus/Thomas/Wilkor	20.00%	20.00% World Wide
8137	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/Dawson/Jones/Robinson	20.00%	20.00% World Wide

SCHEDULE A

Song #	Title	Artist	Writer	US % Chile	US % Territory (WW)	Licensed
338	Shake Ya Tail Feather	Murphy Lee, Nelly and P Diddy	Smith, Bridges, Lee, Haynes	9.170%	9.170%	World Wide
8072	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
631758	She Got Kids	Lyte	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
133865	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	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	Hueffer	100.00%	100.00%	US
27599	Sick Boys	Michael Ness	Michael Ness	100.00%	100.00%	World Wide
119102	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
197900	Silent Murder	Nas	Drowne / Jones / Rocco	30.00%	30.00%	Worldwide
519472	Simple Things	Amy Grant	Grant/Thomas/O'Briar/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/Levitin	5.00%	5.00%	World Wide
447660	Slow Song	Joe Jackson	Joe Jackson	100.00%	100.00%	World Wide
631862	Smile	Lyte	Jennings, Lambert, Potter	33.34%	33.34%	World Wide
9707	Smooth Operator	Sade	Adu/St. John	50.00%	50.00%	World Wide
40842	So Damn Beautiful	Paranoid	Horrocks, Milleare, Rowe	68.66%	68.63%	World Wide
37820	So Emotional	Whitney Houston	Steinberg/Kelly	100.00%	100.00%	World Wide
518360	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	Mikalia	Enriquez / 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
50000	Solitary Man	HIM	Diamond	100.00%	100.00%	World Wide
67537	Solo En Ti	Enrique Iglesias	Clarke/Iglesias	93.75%	93.75%	Worldwide
	Some Days You Gotta Dance	Dixie Chicks	Johnson/Morgan	18.75%	18.75%	World Wide
99865						
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, 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 Berry	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
6250	Son Of A Preacher Man	Tanya Tucker; Dusty Springfield	Hurley/Wilkins	100.00%	100.00%	World Wide
48487	Song For the Dumped	Dan Folds Five	Dan Folds, Darren Jessee	100.00%	100%	World Wide
00178	Sorry Suzanne	Hobies	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
626298	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
031750	Stick Up Kid	Lyte	Jennings	100.00%	100.00%	World Wide
609554	Still Around	J-LO	Rooney/Patton	50.00%	50.00%	World Wide
*29194	Stomp	Steps	Rodgers / Edwards / Topham / Twigg / Campbell	25.00%	25.00%	Worldwide
3500	Stop	Erasure	Bell/Clarke	100.00%	100.00%	World Wide
109950	Stop Being Greedy	DMX	Blackmon/Fields/Masser/Simmons	13.00%	13.00%	World wide
46892	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, Odadjian, Dolmayan	100.00%	100.00%	World Wide

SCHEDULE A

Song#	Title	Artist	Writer	US % Controlled	US % Territory	World Wide
15478	Street Life	Beenie Man	Davis/Hermansen/Erikson/Kelly	33.34%	33.34%	World Wide
2024	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, Odadjian, 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, Odadjian, Dolmayan	100.00%	100.00%	World Wide
228003	Suite Pee	System of a Down	Malakian, Tankian, Odadjian, Dolmayan	100.00%	100.00%	World Wide
64983	Superman'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
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/Scowes	56.25%	56.25%	World Wide
538810	Take Me Away	Fele 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
131078	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
100858	Teardrop	Massive Attack	Fraser/Del Naja/Marshall/Vowles	50.00%	50.00%	World Wide
330768	Tears From the Moon	Conjure One	Baerteson/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
09312	Telluride	Tim McGraw	Cornelius/Venges	50.00%	50.00%	World Wide
05785	Temptations	Tupac Shakur	R. Troutman/L. Troutman/Murdock/Shakur/Clinton/Spradley/Harvey/Noble/Shider/	50.00%	50.00%	World Wide
114428	Ten Rounds With Jose Cuervo	Tracy Byrd	Beathard/Cannon-Goodman/ Hemey	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
64540	The Shizna	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
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 Chipmunk Song	Alvin & The Chipmunks	Rangdassarian	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
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%	SNP 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
543774	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
97848	The Love Of Richard Nixon'	Manic Street Preachers	Bradfield, James Dean /Jones, Nicholas / Moo	100.00%	100.00%	World Wide
8210	The Mexican 2002 (English)	Thalia	Rooney/Barnes/Olivier/ Shacklock	60.00%	60.00%	World Wide
36228	The Mexican 2002 (Spanish)	Thalia	Rooney/Barnes/Olivier/ Shacklock/Miranda	40.00%	40.00%	World Wide
133609	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/Spradley/Clinton/Shider/Ice Cube	45.00%	45.00%	World Wide

SCHEDULE A

Song ID	Title	Artist	Writer(s)	US % Collected	US % Entitled	Territory
4010	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 / Mariotte	50.00%	50.00%	Worldwide
125943	The Urban Theme	Muaze	Monard/Ragin	50.00%	50.00%	Worldwide
831734	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
266010	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 / Chapiro	33.75%	33.75%	Worldwide
130152	Third Rock From The Sun	Joe Diffie	Martin / Greenbaum / Whipple	25.00%	25.00%	Worldwide
616238	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 Lavigne	Kreviazuk/Lavigne	50% Sony/ATV Songs LLC	50.00%	World Wide
500260	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
78102	Tonite	Snoop Dogg	Durham/Blake	30.00%	30.00%	World Wide
117008	Tougher Than Nails	Joe Diffie	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/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
565653	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
213000	Tu	Shakira	Mebarak/O'brien	50.00%	50.00%	World Wide
603008	Tu Amor Me Hace Bien	Marc Anthony	Estefano	100.00%	100.00%	World Wide
156474	Tu Carcel	Enanitos Verdes	Sohs	100.00%	100.00%	World Wide
330077	Tu Y Yo	Thalia	Salgado/Reyes	100.00%	100.00%	World Wide
429051	Turn It Up	Josh Grecin	James/Mc lugh	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	66.667% Sony, 33.833 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%	World Wide
53827	Upside Down	X-Ray	Edwards / Rodgers	46.25% 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
4126	Volando	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/Malda/Dloguardi/Clarkson	30.00%	30.00%	World Wide
111060	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	Quates/Williams/Fresh/Carter	12.50%	12.50%	World Wide

SCHEDULE A

Song Id	Title	Artist	Writer	Hrs Collected	US % Territ World Wide
829	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 De Clubbin'	Ice Cube	Cousin/Jackson	50%	50.00% World Wide
819756	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
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
38328	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
208058	West End Girls	Pet Shop Boys	Tennant/Lowe	100.00%	100.00% World Wide
251170	What About Love?	Heart	Allen/Alton/Vaitance	66.00%	66.00% World Wide
274065	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, 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/Osuniade/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/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
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
131818	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
100787	Where You Are	Jessica Simpson	Watters/Biancaniello/ Stamatopoulos/Lachey	90.00%	90.00% World wide
104589	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
124190	Whiskey Girl	Toby Keith	Emerick/Keith	50.00%	50.00% World Wide
17436	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
517483	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 Fante	Deutsch/Fante/Harris/Kotis	35.00%	35.00% Worldwide
113576	Wild	Pep	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
508389	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
300804	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	Pelice/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	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
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
6097	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
1065	Yesterday	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
46742	You	Ten Sharp	Hermes, Niels/Groen, Tom	100.00%	100.00% World Wide
39637	You Ain't Seen Nothin' 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

SCHEDULE A

Song #	Title	Artist	Writer	US % Collected	US % Territory (WW World Wide)
9450	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
220098	You Really Got Me	The Kinks	Ray Davies	100.00%	100.00% US, Canada, & Mexico
99865	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 0554

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 4, 2005 Agreement

BLANKET RINGTONE LICENSE AGREEMENT

This ringtone license agreement (the "Agreement") is made and entered into as of April 4, 2005 (the "Effective Date"), by and between SONY/ATV MUSIC PUBLISHING LLC, a Delaware limited liability company, 550 Madison Avenue, New York, NY 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 hereby agree as follows:

1. GRANT OF RIGHTS/RESTRICTIONS/PROCEDURES

(a) Publisher hereby grants 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. 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 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 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.

(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) In the event a composer, songwriter or licensor of a particular Composition objects to the use of such Composition hereunder, Company agrees to withdraw or remove all such Ringtones within forty-eight (48) hours after Publisher notifies you of such objection.

(c) In the event that Publisher shall request in writing that Company and each Approved Sublicensee cease exploiting any Composition pursuant to the rights granted hereunder prior to the expiration of the Term, which Publisher may do for any reason or no reason at all; provided, however, that no third party is permitted to exploit the Composition as set forth hereunder, Company shall do so within ten (10) days after receiving notice of such request from Publisher.

(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 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.

(e) Company shall be solely responsible for obtaining all rights necessary to publicly perform the Ringtones, as well as all costs associated therewith.

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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, 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; and

(b) Fixation Fees.

(i) For existing Territory (North America, Canada, US and its Subsidiaries), Omitted Without Implication.

(ii) In respect of each Composition set forth on Schedule A attached hereto and Sold in a Territory located within Central or South America, a non-refundable, non-recoupable one-time fixation and administration fee in the amount of REDACTED (the "Standard Fixation Fee") in respect of the initial fixation of each such Composition, payable in the quarterly accounting following the initial fixation to the server. 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 hereto 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, Fixation Fee, and/or other sums, 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 and each Approved Sublicensee 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 and each Approved Sublicensee shall also send an accounting statement (the "Ringtone License Fee 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 or 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 and each Approved Sublicensee in connection with the Ringtone concerned; (vi) the period during which the Sale, transmission, download or 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 each Company and each Approved Sublicensee and for each region of the Territory.

(b) Omitted Without Implication.

(c) 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.

(d) 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.

(e) 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

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will have the right to examine itself, 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, and Publisher may make such an examination for a particular Ringtone Licensee Fee Report, as the case may be, only once. 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.

(f) For a period of 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.

(c) Only upon Publisher's request, Company shall enable five (5) designated employees of Publisher to freely and without charge or expense receive Ringtones as an End User of a 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.

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 and each Approved Sublicensee 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 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, neither Company nor any 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 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; (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

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(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.

(viii) Company fails to accurately disclose to Publisher the number of Ringtones embodying the Compositions hereunder that have been fixed during any calendar quarterly accounting period;

(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) 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.

(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. For the avoidance of doubt, it is understood that if Company sublicenses Ringtones to an Approved Sublicensee, it is the Sale price of the Ringtone to the End User, and not the price paid by the Approved Sublicensee to Company, that shall determine the amount of Company Revenue payable hereunder.

(f) "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.

(g) "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.

(h) "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. 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) "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.

(j) "Term" means the period specified in Article 6 herein.

(k) "Territory" means the United States of America (including Guam), and Mexico.

(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 10 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 Kark

Title: V.P., Bus Affairs

Date: 7/20/05

REDACTED

Schedule A

	Title	Artist	Writers	US % Collected	US % Licensed
	20th Century Fox		Anderson / Abbott	100.00%	100.00%
	All I Wanna Do	Sheryl Crow	Gilbert, Kevin	Sony/ATV Tunes LLC (ASCAP) 16.50%	16.50%
61532	Angels Among Us	Alabama	Goodman/Hobbs	100.00%	100.00%
503927	Baby I Love U	Jennifer Lopez	Barry, Lopez, Rooney, Shea	33.34%	33.34%
243389	Back Seat	LL Cool J	Smith/Jones	43.75%	43.75%
518523	Bigger Than My Body	John Mayer	Mayer	100.00%	100.00%
	Blessed	Martina Mcbride	Lindsey / Verges / James	33.33%	33.33%
111400	Born To Fly	Sara Evans	Evans/Hummon/Scott	33.34%	33.34%
	Brokenheartsville	Joe Nichols	John Bourdreaux, Daniels, Kees, Mevis	56.25%	56.25%
	Brown Bear		Christopher Harriott, Phillips	100%	100%
172752	Case of You	Diana Krall	Mitchell, Joni	100.00%	100.00%
451168	Center Of My heart	Lenny Kravitz	Martin/Burton/Philips	33.34%	33.34%
131576	Come to Jesus	Mindy Smith	Mindy Smith	100.00%	100.00%
519513	Clarity	John Mayer	Mayer	100.00%	100.00%
137330	Crazy On You	Heart	Wilson/Wilson/Fisher	50.00%	50.00%
	Day Tripper	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%
	Differences	Ginuwine	Olivier / Lumpkin	50%	50.00%
519246	Dixie Rose Deluxe's	Trent Wilmon	Heeney / Mitchel	50.00%	50.00%
100583	Dixieland Delight	Alabama	Rogers	100.00%	100.00%
227080	Don't Know Much	Bette Midler	Mann/Snow/Weil	75.00%	75.00%
	Don't Rock the Jukebox	Alan Jackson	Alan Jackson, Roger Murrah, Stegall	50%	50%
101607	Don't Take The Girl	Tim McGraw	Johnson/Martin	87.50%	87.50%
101054	Down Home	Alabama	Bowles/Leo	50.00%	50.00%
	Eastenders Theme	Eastenders	May/Osborne	100%	100.00%
59920	Emotional Girl	Terri Clark	Clark/Waters	58%	58.34%
	Ex-Facor	Lauryn Hill	Hill, Hamlish, Bergman, Bergman, Diggs, Woods, Hunter, Smith, Hawkins, Coles, Grice, Jones	60.00%	60.00%
243894					
517476	Extraordinary	Liz Phair	Phair/Edwards/SpockChristy	25%	25.00%
100137	Face To Face	Alabama	Owen	100%	100.00%
527998	Fallen	Mya	Shelton/Veney/Hill/Bonfa/ Toledo	25.00%	25.00%
102771	Feeling So Good	Jennifer Lopez	Cartagena, Combs, Lopez, Rios, Rooney, Standard	25%	25%
100138	Feels So Right	Alabama	Owen	100%	100.00%
90466	Fight For Your Right	Beastie Boys	Rubin/Horowitz.Yauch	65% Sony / 33.33% Brooklyn Music	65.00%
8521	The Fireman	George Strait	Kemp/Vickery	100%	100.00%
100161	Give Me One More Shot	Alabama	Rogers/Gentry/Owen	100.00%	100.00%
525066	Goes Good With Beer	John Michael Montgomery	beathard, Ed Hill	50.00%	50.00%
15577	Have You Forgotten?	Solar	Weeks, Malone, Moran	100.00%	100.00%
	Help	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%
133912	Here I Am	Bryan Adams	Adams/Peters/Zimmer	25.00%	25.00%
	Hey Jude	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%
497329	Honkytonkville	George Strait	Brock/Rutherford/Williams	100.00%	100.00%
100575	How Do I Fall In Love	Alabama	Gentry/Owen	100.00%	100.00%
	How Would You Leave	Lance Miller	Lance Miller, Shell, Williams		
44252	Humpin' Around	Bobby Brown	Edmonds/Reid/Simmons	28.35%	28.35%
	I Breathe In I Breathe Ou	Chris Cagle	Kersh / Cagle	50.00%	50.00%
255595	I Go Back	Kenny Chesney	Chesney	100.00%	100.00%
523252	I love This Bar	Toby Keith	Keith, Emerick	50.00%	50.00%
	I Melt	Rascal Flatts	LeVox/Thrasher/Mobley	33.34%	33.34%
106772	I Think I'm In Love with You	Jessica Simpson	John Mellencamp	16.67%	16.67%
338354	I Want To Live	Josh Gracin	James/Rutherford	50.00%	50.00%
	I Want You	LL Cool J	Rubin / Smith	87.50%	87.50%
196018					

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Schedule A

	I Wish I Didn't Miss You	Angie Stone	Martin / Matias / Huff / McFadden / Whitehead	20.00%	20.00%
	Ice Ice Baby	Vanilla Ice	Johnson / Van Winkle / Brown	6.66%	6.66%
106825	If You're Gonna Play In Texas	Alabama	Kellum/Mitchell	12.50%	12.50%
	If You're Not The One	Daniel Bedingfield	D. Bedingfield	100.00%	100.00%
	Illusions	Babyface	Edmonds	100.00%	100.00%
	I'm Gonna Be Alright	Jennifer Lopez	Rooney / Lopez / Oliver / Cook / Lapread	60.00%	60.00%
	I'm Glad	Jennifer Lopez	Lopez/Oliver/Rooney/Weaver	80.00%	80.00%
	I'm Outta Love	Anastacia	Anastacia, Sam Watters, Louis Biancaniello	42.50%	42.50%
505212	In This Skin	Jessica Simpson	Fusari/Harmon/Simpson	33.34%	33.34%
	Independent Women Part 1	Destiny's Child	Rooney,Mark/ Barnes,Samuel/ Olivier,Jean Claude / Knowles,Beyonce	100.00%	100.00%
135133	Innocent	Our Lady Peace	Coutts/Makda/Taggart	100.00%	100.00%
	Insatiable	Darren Hayes	Hayes / Afanasieff	50.00%	50.00%
	Jazzio's Groove	Soul II Soul	Hooper/Romeo	50.00%	50.00%
197385					
	Leaving Las Vegas	Sheryl Crow	Gilbert / Ricketts / Baerwald / Crow / Bottrell	40.00%	40.00%
	Let It Be	Beatles	Lennon John/Mc Cartney Paul	64.167% Sony, 35.833 EMI	100.00%
	Like A Virgin	Madonna	Kelly, Thomas F. / Steinberg, William E.	Sony/ATV Tunes LLC (ASCAP) 100%	100.00%
	Long Tall Sally	Little Richard	Presley/Blackwell/Johnson/ Penniman	100%	100.00%
114345	Look At Us	Craig Morgan	Morgan/Cannon/Bastian	66.67%	66.67%
537911	Love Doesn't Live Here No More	Ricky Fante	Deutsch/Fante/Harris/Kats	25.00%	25.00%
	Love You Out Loud	Rascal Flatts	Brett Cornelius, William Wilson	100%	100%
	Lovin' All Night	Patty Loveless	Crowell	100%	100.00%
	Lucy In The Sky With Diamonds	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%
	Magical Mystery Tour	Beatles	Lennon, John W. McCartney, Paul	Sony/ATV Tunes LLC (ASCAP) 100%	100.00%
	Meet In The Middle	Diamond Rio	Foster/Foster/Pfrimmer	33.34%	33.34%
25094					
	Men In Black	Will Smith	Smith / Ruahen / Washington / McFadden	12.50%	12.50%
14213	Midas Touch	Midnight Star	Watson	94.45%	94.45%
	A Moment Like This	Kelly Clarkson	Elofsson/Reid	50.00%	50.00%
	More Than That	Backstreet Boys	Anders/Wennerberg/Jemberg	33.33% Sony/ATV Songs, 33.33% Sony/ATV Tunes	66.66%
98265	Mother	Danzig	Danzig	100	100.00%
450546	Move It On Over	George Thorogood & The Destroyers	Williams	100.00%	100.00%
540975	My Buddy	G-Uni	Brown/Jackson/Lloude/Morricone/Ausar	1667.00%	16.67%
537908	My Song	Ricky Fante	Deutsch/Fante/Harris/Kats	60.00%	60.00%
422701	Niggaz Done Started Something	DMX	Blackman/Betha/Styles/Simmons/Jacobs/Phillips	50.00%	50.00%
423981	November	Emerson Drive	James, Petragila	50.00%	50.00%
	Ob La Di Ob La Da	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%
537908	Oh Yeah	Ricky Fante	Deutsch/Fante/Harris/Kats	35.00%	35.00%
	Old Blue Chair	Kenny Chesney	Kenneth Chesney	100%	100%

Schedule A

138143	One Nite Stand	Sarah Connor	Duplessis/Wyclef/Connor/Fortuna	37.50%	37.50%
504367	Paradise	LL Cool J	Barnes/Olivier/Smith/Jackson/ Rogers/Burke/Felder/Wright	50.00%	50.00%
	Phenomenom	LL Cool J	Smith/Combs/Withers/Lawrence/ McKinney	14.00%	14.00%
548517	Pocahontas Proud	Gretchen Wilson	Wilson/Rich/McGehee	33.34%	33.34%
	Poison	Alice Cooper	Cooper/Child/McCurry	42.50%	42.50%
526494	Powerless	Nelly Furtado	Dudley, Eaton, Furtado, Horn, McLaren, West	26.68%	26.68%
	Revolution	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%
	Right Out of the Book of Wrong	Lance Miller	Lance Miller, Shell, Williams		
77981	Rock The Bells	LL Cool J	Smith/Rubin	87.50%	87.50%
	Rubberneckin'	Elvis Presley	Brewer/Morgan	50.00%	50.00%
	Same Old Brand New You	A1	Adams/Ingerbigdsen/Read/Foster	50%	50.00%
	Say My Name	Destiny's Child	Beyonce Knowles, Kelendria T Rowland, Latavia Roberson, Rodney Jerkins,Daniels, Lashawn A., Fred Jerkins III	Sony/ATV Tunes LLC o/b/o itself, Letoya Music Publishing/Sony/ATV Tunes,Latavia Music Publishing/Sony/ATV Tunes,Kelendria Music Publishing & Beyonce Publishing (ASCAP) 20%	20.00%
	Say You'll Be There	Spice Girls	Elliot/Buck/Adams/Brown/Bunton/ Chisholm	67%	66.67%
62915	Seargent Pepper's Lonely Hearts Club Band	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%
	Second Sunday	Jessica Andrews	Bunetta/Mann	60.00%	60.00%
148323	Setting Sun	Chemical Brothers	Gallagher/Rowlands/Simons	50.00%	50.00%
548072	Shame On Me	Ryan Cabrera	Diamond/Cabrera/Savan	33.340%	33.340%
113235	She Bangs	Ricky Martin	Afanasieff/Child/Rosa	45.88%	45.88%
544256	She Lives In my Lap	Outkast	Benjamin, Hawkins, Troutman, E. Vidal, N. Vidal	5.00%	5.00%
	Show Me The Meaning Of Being Lonely	Backstreet Boys	Crichlow / Martin	50.00%	50.00%
519472	Simple Things	Amy Grant	Grant/Thomas/O'Brian/Owsley	40.00%	40.00%
	So Good	Destiny's Child	Knowles,Beyonce / Rowland,Kelendria T. / Roberson,Latavia / Luckett,Letoya / Briggs,Kevin / Burruss,Kandi L.	15% Sony/ATV Tunes LLC / Beyonce Publishing / Kelendria Music Publishing / Latavia Music Publishing / Letoya Music Publishing	15.00%
619517	Soldier	Destiny's Child	album due late October		splits pending
	Some Days You Gotta Dance	Dixie Chicks	Johnson/Morgan	18.75%	18.75%
511300	Songs About Rain	Gary Allen	Rose/McLaughlin	62.50%	62.50%
135131	Somewhere Out There	Our Lady Peace	Coutts/Makla/Taggart	100.00%	100.00%
	Stars And Stripes	Aaron Tippin	Beathard/Tippin/Beard	75.00%	75.00%
109850	Stop Being Greedy	DMX	Blackmon/Fields/Masser/Simmons	13.00%	13.00%
526771	Stupid	Sarah McLachlan	McLachlan	100.00%	100.00%
	Sugar Sugar	n/a	Andy Kim/Jeff Berry	100.00%	100.00%
	Survivor	Destiny's Child	Beyonce Knowles / Anthony Dent / Matthew Knowles	Sony/ATV Tunes LLC / Beyonce Publishing (ASCAP) 47%	47.00%
	Telluride	Tim McGraw	Cornelius/Verges	50%	50.00%
	Ten Rounds With Jose Cuervo	Tracy Byrd	Beathard/Heeney/ Cannon-Goodman	100%	100.00%
131500	That's A Woman	Mark Wills	Jones/Rutherford	50.00%	50.00%
124191	The Coast Is Clear	Scotty Emerick	Lane/Emerick	75.00%	75.00%
543724	The Loneliness	Babyface	Edmonds	100.00%	100.00%
	The Most Fun	Lance Miller	Casey Beathard, Miller, Williams		
	Thunderbirds Theme	B. Gray		100%	100.00%
343152	Tougher Than Nails	Joe Diffie	Barnes/Marvel/O'Donnell	33%	33.34%
	Toxicity	System of a Down	Malakian / Tankian / Odadjian / Dolmayan	100.00%	100.00%

Schedule A

	Transformers Theme	Lion	Anna Bryant, Clifford Kinder	100%		100%
	Try	Nelly Furtado	West/Furtado		40.00%	40.00%
526491						
30024	Two In A Million	Chris Ledoux	Harrison/Mensy	50.00%		50.00%
	Two Princes	Spin Doctors	Gross / Schenkman / White / Comess	100.00%		100.00%
	Upside Down	Diana Ross	Edwards / Rodgers	50% Sony/ATV Songs LLC		50.00%
	Wake Up Older	Julie Roberts	Lisa Carver	100%		100%
	Walk Tall	John Mellencamp	John Mellencamp	100%		100%
	We Are Family	Sister Sledge	Rodgers/Edwards	50% Sony/ATV Songs LLC		50.00%
137755	What It Ain't	Josh Turner	Mensy/Criswell	100.00%		100.00%
	What The World Needs	Wynonna Judd	Barry Cornelius, Marry Lamar	50%		50%
133936	What Was I Thinkin'	Dierks Bently	Bently/Beavers/Ruttan	100.00%		100.00%
450132	When I Fall In Love	Kenny Chesney	Musik/Springer	75		75.00%
109569	When It All Goes South	Alabama	Jarvis/Carnes/Carnes	33.34%		33.34%
497114	Where the Girls Are	Billy Currington	Beathard/Chaberlain/Currington	33.34%		33.34%
134200	When You Think Of Me	Mark Wills	Verges/James	50.00%		50.00%
524190	Whiskey Girl	Toby Keith	Emerick/Keith	50.00%		50.00%
117438	Whiskey Lullabye	Brad Paisley	Anderson/Randall	50.00%		50.00%
537895	Why?	Ricky Fante	Deutsch/Fante/Harris/Kats	35.00%		35.00%
	Why Georgia	John Mayer	Mayer	100%		100.00%
38748	Written In The Stars	Rhonda Vincent	Majeski/Orrall	50.00%		50.00%
	Yellow Submarine	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI		100.00%
136124	You Are Everything	Dru Hill	Cousin/Andrews	50.00%		50.00%
450145	You Had Me From Hello	Kenny Chesney	Chesney/Ewing	62.50%		62.50%
	You Sang To Me	Marc Anthony	Cory Rooney, Marc Anthony	100%		100%