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 XII

Filed on April 10, 2007

EXHIBIT CO 0555

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

March 22, 2005 Agreement

BLANKET RINGTONE LICENSE AGREEMENT

This ringtone license agreement (the "Agreement") is made and entered into as of March 22, 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. Company is solely responsible for, and shall pay all costs associated

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

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

2. COMPANY OBLIGATIONS

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

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

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

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

3. TERM

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

4. ADVANCE

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

5. RINGTONE LCENSE FEES

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

(a) Ringtone License Fees.

(i) For each Sale of a Ringtone embodying a Composition hereunder, a license fee equal to the greater of: Redacted of Company Revenue from such Sale; or 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 pro-rated in proportion to Publisher's ownership or administrative share of such musical composition as set forth on Schedule A, 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, 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 shall have the sole responsibility for collection and remittance to the appropriate taxing authorities taxes that may be imposed on sales of Ringtones by Company to End Users. Taxes include sales, use, excise, gross receipts or other similar taxes. Each party hereto shall be responsible for taxes based on its own net income.

7. EXPERIMENTAL AGREEMENT

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

8. OWNERSHIP AND ARRANGEMENT OF COPIES

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

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

9. WARRANTIES, REPRESENTATIONS AND INDEMNITIES

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

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

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

11. DEFINITIONS

(a) Intentionally Omitted Without Implication.

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

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

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

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

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

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

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

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

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

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

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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 6 herein.

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

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

12. ASSIGNMENT

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

13. FORCE MAJEURE

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

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14. NOTICES

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

TO COMPANY: The address shown above.

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

and

Sony 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

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

(d) This agreement has been entered into in the State of New York, and the validity, interpretation and legal effect of this agreement shall be governed by the laws of the State of New York applicable to contracts entered into and performed entirely within the State of New York. The New York courts (state and federal), only, will have jurisdiction of any controversies regarding this agreement; any action or other proceeding which involves such a controversy will be brought in those courts, in New York County, and not elsewhere.

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

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

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

SONY/ATV MUSIC PUBLISHING LLC

By: _____

Name: Jonas Karl

Title: V.P., Business Affairs

Date: 7/20/05

Redacted

SCHEDULE A

Song #	Title	Artist	Writers	US % Collected	US % Licensed	Licensed
544769	50:50:00	Lemar	ermansen, T.E./Miller, M./Odika, Lemar/Ruston, H./Mikel 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/Wielkinski	75.00%	75.00%	World Wide
78051	4,3,2,1	LL Cool J	Smith/Redmon/Sermon/ Method Man/Cannibus	15.00%	15.00%	World Wide
39005	50,000 Names	George Jones	O'Hara	100.00%	100.00%	Worldwide
127338	8 Days of Christmas	Destiny's Child	Knowles / McCalla	50%	50.00%	Worldwide
110756	9PM	Atlb	Tannenberger/Ferreirons/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	Eresure	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	Mocdo/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
315310	Aerials	System of a Down	Malakian, Tankian, Odadjian, Dolmayan	100.00%	100.00%	World Wide
523508	Aero Dynamic	Kraftwerk	Schmitt/Hueller/Hipert	100.00%	100.00%	Worldwide
117039	After All	Brett James	James/Davis	50.00%	50.00%	Wold 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
64545	Ain't No Fun (If The Homies Can't Have None)	Snoop Dogg	Young/Broadus/Nathan/Kurupt/Warren	50.00%	50.00%	World Wide
104958	Ain't No Future In Yo Frontin'	MC Breed	Troutman/Clinton/	31.25%	31.25%	Worldwide
597582	Ain't Nothin Wrong	Houston	Edmonds/Dixon/Thomas/Dawkins/Mason Jr	17.50%	17.50%	World Wide
64433	Air	Ben Folds Five	Ben Folds, Darren Jessee, Robert Sledge	100.00%	100%	World Wide
548027	Algo Tiones	Paulina Rubio	Chris Rodriguez, Manny Benito	50.00%	50%	World Wide
598105	Alive	Kenny Wayne Shepherd	Frederiksen/Shepherd	100.00%	100%	World Wide
547537	All Falls Down	Kayne West	Hill/West	100.00%	100%	World Wide
44501	All For Love (The Three Musketeers)	Bryan Adams	Adams/Lange/Kamen	58.33%	58%	World wide
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
66529	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
63912	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
117689	Always Come Back To Your Love	Samantha Mumba	Eriksen / Rustan / Hermansen	33.34%	33.34%	Worldwide
82606	Always Never The Same	George Strait	McBride/Green	Sony/Atv Songs LLC dba Tree pub. 50% / Big Tractor Music 50%	50.00%	Worldwide
56638	Always You	Sophie Zelmani	Zelmani/Helap/Stanke	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

Song Number	Song Title	Artist	Writer(s)	USA% Collected	Licensed Territory
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
331276	American Dream	System of a Down	Melakian, Tankian, Odadjian, Dolmayan	100.00%	100.00% World Wide
449288	American Trilogy	Elvis Presley	Newbury	100.00%	100.00% Worldwide
18027	Amigos	Marc Anthony	Carlos/Carlos	50.00%	50.00% World Wide
83915	And I Love Her	Beatles	Lennon John/Mc Cartney Paul	66.67%Sony, 33.33% EMI	100.00% World Wide
48486	And Our Feelings	Babyface	Edmonds/Simmons	85.00%	85.00% World Wide
24475	And The Beat Goes On	The Whispers	Shelby/Shockley/Sylvers/Smith	66.67%	66.67% World Wide
67832	Angel	Sarah McLauchlan	S McLauchlan	100.00%	100.00% World Excluding Canada
61532	Angel's Among Us	Alabama	Goodman/Hobbs	100.00%	100.00% World Wide
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
98250	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
	Ashes Of The Wake	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100% Sony/ATV Songs LLC	100.00% WW
593842	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
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
536204	Back Of The Bottom Drawer	Choly Wright	Rose/Wright	50.00%	50.00% World Wide
243389	Back Spot	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% 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	67.50%	67.50% 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	63.33% Sony/ATV Songs	63.33% 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
180628	Beds Are Burning	Novaspace	Gilford/Hirst/Noghile/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
78449	Beer Thirty	Brooks and Dunn	Dunn, Ronnie G.	Sony/ATV Songs LLC c/b/o Ravil, Tree Publishing Co. & Showbilly Music (DMI) 50%	50.00% World Wide
85294	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.Olivier, S.J. Barnes/	splits are pending	
172759	Big Yellow Taxi	Counting Crows	Mitchell	100.00%	100.00% World Wide
516523	Bigger Than My Body	John Mayer	Mayer	100.00%	100.00% Worldwide

SCHEDULE A

Song #	Title	Artist	Writers	US % Collected	% US Contribution	Territory (WW-World Wide)
111339	Bills, Bills, Bills	Destiny's Child	Knowles, Beyonce G.	Sony/ATV Tunes LLC c/b/o Beyonce Publishing, Kelendria Music Publishing & Latoya 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
48687	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
421376	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
29500	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%	Wolrd 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
106535	Born Free	Roger Williams	Barry John/Black Donald	100.00%	100.00%	World Wide
116914	Born Slippy	Underworld	Smith/Hyde	100.00%	100.00%	World Wide
111400	Born To Fly	Sara Evans	Evans/Hammon/Scott	33.34%	33.34%	World Wide
504927	Born to Try	Delta Goodrem	Delta Goodrem/Mtawarira, Audius	100.00%	100.00%	World Wide
315523	Bounce	System of a Down	Malakian, Tankian, Odadjian, Dolmayan	100.00%	100.00%	World Wide
28725	Brand New Man	Brooks and Dunn	Cook, Don Kirby, Brooks, Leon E.	Sony/ATV Songs LLC c/b/o Itsoit, Tree Publishing Co. & Showbilly Music (BMI) 66.66%Sony/ATV Tunes LLC c/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
90456	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% 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
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
406337	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
120225	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
108534	Burning Love	Elvis Presley	Linde Dennis	100.00%	100.00%	World Wide
208913	Butterfly	Mariah Carey	Carey/Afanasieff	50.00%	50.00%	Wond Wide
	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
204568	Bye Bye Baby	TQ	Ouskes/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
81896	Call and Answer	Barenaked Ladies	Duffy/Page	Sony ATV Tunes /obo Sony Uk 50% /Treat Baker Music	50.00%	Worldwide
288545	Call On Me	ERIC PRYDZ	Sanders, Ramsey, Huggard	25.00%	25.00%	WW
104096	Calm Like A Bomb	Rage Against The Machine	De La Rocha/ Commerford/ Morello/Wilk	100.00%	100.00%	World Wide
	Candida	Levine/Wine	Tony Orlando & Dawn	Sony/Lastrada 55%	55.00%	World Wide
	(Can't Believe) This is Me	J-Lo		splits are pending		

SCHEDULE A

Song #	Title	Artist	Writer	Ownership	Licensed	Territory (WW World Wide)
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
	Cater 2 U	Destiny's Child	Knowles/Rowland/Walker/Rude/Williams/Jenkins	splits are pending		
133747	Caught In The Middle	A1	Adams / Marazzi / Porter / Mills	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	Bule / Cobb	100.00%	100.00%	Worldwide
	Cheated (To All The Girls I've Cheated On)	Jean Wydef	Jean/Hammond/White/Bailey/David/Robinson/Malloo/Haug/Obrien/Jackson/Mckay/Wright/Leibrand	20.00%	20.00%	Worldwide
167791						
127184	Cheatin' On Me	50 Cent	Barnes/Davis/Jackson/ Burnett/ Gates	33.34%	33.34%	World wide
	Cheeky Song	Cheeky Girls	Kirtley/Semoli/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
132850						
155696	Children of the Ghetto	Mary J. Blinge	Amon/Amos	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 Europe
	Chocolat - 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
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						
125911	Clint Eastwood	Gorillaz	Makromallis/Ide/Albarn/Hewlett	25.00%	25.00%	World Wide
515659	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	Mojda/Lanni	100.00%	100.00%	World Wide
598074	Cold	Crossfade	Ed Sloan	100.00%	100.00%	World Wide
343155	Color of Love	Boyz II Men	Edmons	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
113591	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	Sony/ATV Tunes LLC c/o/o Kim Williams Music (ASCAP) 33.33%,	33.33%	World Wide
137500	Cowboys Like Us	George Strait	DiPiero/Smith	50.00%	50.00%	World Wide
993	Crazy	Patsy Cline	Nelson Willie (USA)	100.00%	100.00%	World
604089	Crazy In Love	Eminem	Wilson/Wilson/Fisher/Mathers/Resto	75.00%	75.00%	World
137330	Crazy On You	Heart	Wilson/Wilson/Fisher	50.00%	50.00%	World Wide
168659	Crossover	EPMD	D. Ganson, 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 c/o/o Sony/ATV Music Publishing Uk Ltd	25.00%	Worldwide
58343						
450364	Crying	Roy Orbison	Nelson/Orbison	62.50%	62.50%	US
	Crying At The Discotheque	Alcazar	Rodgers / Edwards / Bard / Wolfbeck / Coulos / Hansson	25.00%	25.00%	Worldwide
118499						
237984	Daddy Cool	Boony M	Reyam/Farham	100.00%	100.00%	Worldwide
505034	Dama	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
447618	Dangor 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 Modell	Kraftwerk	Schult/Huetter/Bartos	75.00%	75.00%	World Wide
519511	Daughters	John Mayer	John Mayer	100.00%	100.00%	World Wide
03539	Dawson's Creek Theme		Fields	100.00%	100.00%	World Wide
3932	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
83033	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

SCHEDULE A

Song No.	Title	Artist	Writers	US% Owned	US% Territory (WW-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
550618	Diamond In The Back	Ludacris	DeVaughn/Bridges/Houston/ Beauregard	45.46%	45.46% World Wide
289252	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
619248	Dixie Rose Deluxe's	Trent Willmon	Heeney / Nitchel	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/Masser/Dupelss/Hill/John/Stokes/Watson/Wley/Charwin/Strouse/Nathis	15.00%	15.00% World Wide
542313	Do You Ward Fries With That	Tim McGraw	Beathard, Phillips	50.00%	50.00% World Wide
45709	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
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
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/Treillard/ Joly/Khiri/Ronald	50.00%	50.00% World Wide
243889	DOO-WOP (THAT THING)	HILL LAURYN	HILL LAURYN	100.00%	100.00% World Wide
114635	Dot	DESTINY'S CHILD	Knowles/McCalla	62.50%	62.50% World Wide
343012	Down 4 You	Irv Gotti Presents The Inc	Atkins Jeffrey B, Aurelius Seven Marcus, Douglas Ashanti S, Jamon 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/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
510639	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	Dusie	Brick	Brown/Harris/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	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	Kroeser/Garrett	100.00%	100.00% 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
37753	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	Milsap/Mosely/Nelson/Smith	pending	pending
521660	Everybody Hates Me	Tim McGraw	Beathard, Hill	50.00%	50.00% World Wide
83939	Everybody's Got Something To Hide	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
342943	Everybody Needs Somebody (To Love)	Blues Brothers	Burke/Russell/Wexler	11.11%	11.11% World Wide
538615	Everything	Fefe Dobson	Dobson/Levine/McCollum	100.00%	100.00% World Wide
130248	Everything	Sebri 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					
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
	Ex-Factor	Lauryn Hill	Hill, Hamlish, Bergman, Bergman, Diggs, Woods, Hunter, Smith, Hawkins, Coles, Grice, Jones	60.00%	60.00% World Wide
243894					

SCHEDULE A

Song No.	Title	Artist	Writers	USPC Collected	% US Licensed	Territory/WW/World Wide
113002	Exhale (Shoop Shoop)	Whitney Houston	Edmons	100.00%	100.00%	World Wide
517476	Extraordinary	Liz Phair	Phair/Edwards/Spock/Christy	25.00%	25.00%	World Wide
552995	Fast Cars And Freedom	Rascal Flatts	Levox/Thrasher/Mobley	33.34%	33.34%	World Wide
48885	F*** With Dre Day	Dr. Dre	Young, Clinton, Spradley, Broadus, Shider	50.00%	50.00%	World Wide
550842	Fall to Pieces	Avril Lavigne	Malda, Lavigne	50.00%	50.00%	The Universe
527998	Fallen	Mya	Shelton/Veney/Hill/Donfa/ 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						
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
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
529488	Force	Nelly Furtado	Eaton / West / Furtado	50.00%	50.00%	WW
315517	Forest	System of a Down	Malakian, Tankian, Odadjian, Dolmayan	100.00%	100.00%	World Wide
549174	Forgotten	Avril Lavigne	Kreviazuk/Lavigne	50% Sony/ATV Songs LLC	50.00%	Worldd Wide
51210	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	Wyclef / Hill / Michel / Mcgrier / Remi / Maria	25.50%	25.50%	World Wide
57481	Fumblin Toward Ecstasy	Sarah McLachlan	McLachlan/Marchland	100.00%	100.00%	World Wide
527400	Funeral Song	Rasmus	Yloenen/Rantasalmi/Heinonen/Hakala	100.00%	100.00%	World Wide.
20453	Gambler	Kenny Rogers	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
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	Got 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
45781	Gin And Juice	Dr. Dre	Young/Adams/Arrington/ Casey/ Finch/Turnoff Webster/Washington	5.00%	5.00%	World Wide
83950	Girl	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
	Girl	DESTINY'S CHILD	Davis, Robinson, Knowles, Williams, Douthit, Rowl	pending		
234004	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
83951	Glass Onion	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
598002	Go Easy On Me	Lila McCann	Beeson/Collins	50.00%	50.00%	World Wide
322806	God Is A DJ	Pink	Mann/Davis/Pink	90.00%	90.00%	World Wide
00255	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
	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/	50.00%	50.00%	WW
84115	Golden Slumbers	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00%	World Wide

SCHEDULE A

Song	Title	Artist	Writer	[illegible]	[illegible]	Territory
595635	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
		Wyclef Jean	Jean, Wyclef	Sony/ATV Tunes LLC / Huss-Zwingli Publishing Inc. (ASCAP) 100%	100.00%	Worldwide
77167	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
	Good Times	Chic	Rogers, Nile G., Bernard Edwards	Sony Songs Tommy Jymi Inc. (BMI) 50%	50.00%	World Wide
53742						
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
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. Doytha & Dr. Moya of Artjus-Hungary
104004	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
623034	Ha Ha	Tamyra Gray	Watters/Biancaniello/ Gray	25.00%	25.00%	World Wide
510191	Hands Up	TLC	Babyface, Simmons	75.00%	75.00%	World Wide
422853	Hang On Sloopy	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						
83958	Happiness Is A Warm Gun	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
82931	Happy Radio (City Till I Die)	Bradford	Edwin Starr	100.00%	100.00%	World Wide
83957	Hard Day's Night	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
35888	Hard Workin' Man	Brooks & Dunn	Dunn	100.00%	100.00%	World Wide
15577	Have You Forgotten?	Solar	Weeks, Malone, Moran	100.00%	100.00%	World Wide
113567	Haunted	Poe	Danielewski Annie	50.00%	100.00%	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
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/Colin 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
60686	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
627373	Help Pour Out The Rain	Buddy Jewell	Jewell	100.00%	100.00%	World Wide
83961	Helter Skelter	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
329533	Here I Am	Bryan Adams	Adams/Zimmer/Peter	25.00%	25.00%	World Wide
537494	Here For The Party	Gretchen Wilson	Wilson/Rich/Alpin	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.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 (lp version)	Poe	Danielewski Annie	50.00%	100.00%	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

SCHEDULE A

Song #	Title	Artist	Writer/Composer	US% Collected	US% Territory(WW=World Wide)
96950	HIT ME WITH YOUR BEST SHOT	PAT BENATAR	E.Schwartz	100.00%	100.00% Worldwide
110076	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
133609	Home and Dry	Pet Shop Boys	Tennant/Lowe	100%	100% World wide
537502	Homewrecker	Gretchen Wilson	Wilson/Teren/Rutherford	33%	33% World Wide
497323	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
451858	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	Howl Baby	Jay Z	Edmonds/Carter	50.00%	50.00% World Wide
138377	How Am I Doin'	Dierks Bently	Bentley/X	50.00%	50.00% World Wide
206701	How Deep Is Your Love	Dru Hill	Cousin/Andrews/Campbell/Ruffin	20.00%	20.00% World Wide
100575	How Do You Fall In Love	Alabama	R. Fowler/T. Gentry/R. Owen	100% Sony/ATV	100.00% World Wide
549178	How Does It Feel	Gemini	Tommy Faragher, Nick Howard	100% SAMP-Australia	100.00% World Wide
		Avril Lavigne	Kravlazuk/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
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
46500	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/Walters/Biancaniello)	33.34%	33.34% 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/Oliver/Jones/Epps/Baxter/Jones/Grey,	50.00%	50.00% World Wide
113634	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	Lonie Morgan	Dyrne / 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
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
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% 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	Hylor / Foliese / Foliese	33.33%	33.33% World ex. Italy
123833	I Melt	Rascal Flatts	Leyva/Thrasher	33.34%	33.34% World Wide
107320	I Miss My Friend	Darryl Worley	Martin / Nesler / Shapiro	58.33%	58.33% Worldwide
24295	I Miss You	Klymaxx	Maleby	100.00%	100.00% World Wide
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
450545	I Saw The Light	Hank Williams	Hank Williams	100.00%	100.00% World Wide

SCHEDULE A

Song #	Title	Artist	Writer(s)	US % Collected	US % Licensed	Territory (WW-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 - Pansberg, -Michael - Stavnstrup, Jakob	89.33%	89.33%	World Wide
116656	I Should Be So Lucky	Kylie Minogue	Stock/Aitken/Waterman	33.34%	33.34%	World wide
83989	I Should Have Known Better	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
29513	I Sometimes Wish I Was Dead	Depeche Mode	Clarke	100.00%	100.00%	World Wide
410993	I Still Love You	Next	Johnson/Bristol/Edmons/Tolbert/Lighty/Hugger/Drown/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
	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/ 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
110829	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
106784	I Want Candy	Bow wow wow/Aaron Carter	Feldman/Goldstein/Bems/Gottehrer	75.00%	75.00%	US
111088	I Want To Live	Josh Gracin	James/Rutherford	50.00%	50.00%	World Wide
338354	I Want To With You	Leann Rimes	Shapiro/Rutherford	50.00%	50.00%	World Wide
304059	I Want You	LL Cool J	Rubin / Smith	87.50%	87.50%	World Wide
196018	I Want You	Thalia feat. Fat Joe	Rooney/Bruno/Cartagena/ Russell	20.00%	20.00%	World Wide
519023	I Want Your Love	Chic	Edwards / Rodgers	50% Sony/ATV Songs LLC	50.00%	Worldwide
53761	I Will	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100%	World Wide
83906	I Will Be Here For You	Michael W. Smith	Smith/Warren	50.00%	50.00%	World Wide
480565	I Will Remember You	Sarah McLachlan	McLachlin/Egan/Morenda	40.00%	40.00%	World excluding Canada
56937	I Wish I Didn't Miss You	Angie Stone	Martin / Matias / Hutt / McFadden / Whitehead	20.00%	20.00%	Worldwide
125458	I Wonder Do You Ever Think Of Me	Kenny Chesney	Shafer	100.00%	100.00%	World Wide
484267	I Wonder If Heaven Got A Ghetto (Hip Hop Version)	Tupac Shakur	Goodman Larry Darnell, Mc Dowell Derrick, Shakur Tupec 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, Odadjuan, Dolmayan, Phillips, Larson, Pfister	85.50%	85.50%	World Wide
448369	Ice Ice Baby	Vanilla Ice	Johnson/Van Winkle/Brown	6.66%	6.66%	World Wide
45900	If	Bread	Gates David A	100.00%	100.00%	World Wide
106561	If Heaven	Andy Griggs	Peters	100.00%	100.00%	World Wide
447340	If I Needed Someone	Beatles	Harrison	100.00%	100.00%	World Wide
196772	If I Never Stop Loving You	David Korsh	Ewing / Kees	62.50%	62.50%	World Wide
449212	If I Want To	Usher	Troutman/Edmonds/Dupri/Wallace/Cox/Harvey/Usher	25.94%	25.94%	World Wide
292324	If She Were Any Other Woman	Buddy Jewell	Beavers/Lovelace/Harrington	33.34%	33.34%	World Wide
663487	If The Good Die Young	Tracy Lawrence	Nelson/Wiseman	12.50%	12.50%	World Wide
80208	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
106825	If You're Gonna Play In Texas	Alabama	Kellum/Mitchell	12.50%	12.50%	World Wide
705037	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
46600	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

SCHEDULE A

Song #	Title	Artist	Writers	US % Collected	US % Licensed	Terr. (WW=World Wide)
54494	I'm A Believer	Monkeys	Diamond	75.00%	75.00%	World Wide
522811	I'm A Rough Ryder	Drea-On	Quailes/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
167264	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	Kawohl/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	Yiönen,Lauri/Heinonen,Eero/Rantasal	100.00%	100.00%	World Wide
289714	In My Lifetime	Jay-Z	Romeo/Burks/Browne/Carter	48.00%	48.00%	World Wide
106531	In The Ghetto	Presley, Elvis	M Davis	75.00%	75.00%	World Wide
527402	In the Shadows	Rasmus	Yloenen/Rantasalmi/Heinonen/Hakala	100.00%	100.00%	World Wide
68345	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
38104	In Your Room	The Bangles	Steinberg, Kelly, Hoffs	66.67%	66.67%	Worldwide
113540	Independent Women Part 1	Destiny's Child	Rooney,Mark/ Barnes,Samuel/ Olivior,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/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/Malda/Taggart	100.00%	100.00%	World Wide
129319	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	Malda/Lenni	Sony/ATV Tunes obo Sony Canada & Under Zeith Pub 50% / Lenni Tunes 50%	50.00%	Worldwide
503756	Island Boy	Kenny Chesney	Chesney, Vassar, Tambourino	33.34%	33.34%	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
	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/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	Hoopes/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
118391	Jeopardy Theme	n/a	Griffen	100.00%	100.00%	World Wide
116727	Jezebel	Chely Wright	Hummon / Demarcus	50% Sony/ATV Songs LLC dba Tree Publishing Co. / Songs of Teracol	50.00%	Worldwide
	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

SCHEDULE A

Song #	Title	Artist	Writer(s)	Publisher(s)	Percentage Owned	Territory
195774	Johnny Feel Good	Liz Phair	Phair	100.00%	100.00%	World Wide
83997	Julia	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
111335	JUMPIN' JUMPIN'	DESTINY'S CHILD	Elliot, Knowles, Moore, Alexander	50.00%	50%	Worldwide
332222	JUSQU'A ME PERDRE	Garou	ADAMS BRYAN, KENNEDY ELIOT JOHN	87.50%	8750%	Worldwide
606532	Just A Moment	Nas	B.H. Edwards/Jones, N.A. David Lewis/Peacock, C./Rodgers, N.	25.00%	25%	Worldwide
35085	Just Can't Get Enough	Depeche Mode	V. Clarke	100.00%	100.00%	World Wide
80776	Just Once	N/a	Mann/Wall	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/Loeffel	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, Snood, 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
626873	Keg In The Closet	Kenny Chesney	Chesney/James/Onsly	100.00%	100.00%	World Wide
330638	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
527941	Kill Myself	Tim McGraw	Diplerg, 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
156596	Kissing You	Desree	Weeks/Attack	50.00%	50.00%	World Wide
	Knock Three Times	Tony Orlando & Dawn	Brown/Levine	Sony/Lastrada 65%	65%	World Wide
333919	Kristal Las Playas	Las Ketchup	Ruiz/Munoz/Munoz/Munoz	100.00%	100%	World Wide
278686	La Bomba	King Africa	Zambrana,Fabio	100.00%	100.00%	World Wide
244232	La Brisa	Quaco	Francisco Manzol Ruiz Gomez	100.00%	100%	World Wide
505291	La Locura	Yahir	Alejandro Jaen, Rafael Vergara, William Paz	33.34%	33%	World Wide
	La Tahira	Shakira		100.00%	100%	World Wide
114200	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% Sony/ATV Songs LLC	100.00%	WW
51666	Landslide	Dixie Chicks	Stevie Nicks	100.00%	100.00%	World Wide
59459	Last Night	Az Yet	Edmonds/Andes	50.00%	50.00%	World Wide
79136	Laughter In The Rain	Neil Sedaka	Cody Phillip/Sedaka Neil	12.50%	12.50%	WW
212301	Lawdy Miss Clawdy	Elvis Presley	Price	100.00%	100.00%	World Wide
53776	Le Freak	Chic	Rogers, Nile G., Bernard Edwards	Sony/ATV Songs LLC (BMI) 50%	50.00%	World Wide
524335	Learn Chinese	Jin feat. Wyclef Jean	Jean/Brown/Duplessis/Auyeung	10.00%	10.00%	World Wide
80058	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
40756	Let's Go To Vegas	Faith Hill	Staley, Karen R.	Sony/ATV Tunes LLC (BMI) 100%	100.00%	World Wide
60262	Let's Make A Night To Remember	Bryan Adams	Adams/Lange	40.00%	40.00%	World Wide
114800	Life	Our Lady Peace	Maida/Lanni/Taggart/Coutts	Sony/ATV Tunes 80%	80.00%	Worldwide
62449	Like 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.	Sony/ATV Tunes LLC (ASCAP) 100%	100.00%	World Wide
449649	Lipstick	Alejandra Guzman	Child/Domaniewski/Greene/Guzman/Horovitz/Nguy	25.00%	25.00%	World Wide
327240	Little Bitty	Tom T. Hall/Alan Jackson	Hall	100.00%	100.00%	World Wide
60632	Little by Little	Noel Gallagher	Gallagher	100.00%	100.00%	WW
	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

SCHEDULE A

Song #	Title	Artist	Writer	US % Collected	US % Written	Territory (WW/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
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, Cade	24.16	24.16%	World Wide
109034	Losing Lisa	Ben Folds	Ben Folds, Frally Hynes	95.00%	95%	World Wide
599666	Lot Of Leavin' Left To Do	Diarks Bently	Bolley/Furtan/Beavers		100%	100
	Love At First Sight	Kylie Minogue	Minogue/ Stanard/ Gallagher/ Howes/ Harrington	20.00%	20.00%	Worldwide
131573						
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
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
46891	Lyrical Gangbang	Dr. Dre	Alton/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
60678	Madman	Silverchair	Johns	100.00%	100.00%	World wide
550382	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						
106570	Make It With You	Bread	Gates David A	100.00%	100.00%	World Wide
3842	Make The World Go Away	Elvis Presley	Cochran	100.00%	100.00%	World Wide
517522	Making Love For Fun	Enrique Iglesias	Fishbein/Iglesias/Dioguardi/Morales/Siegel	5.00%	5.00%	World Wide
497555	Making Memories Of Us	Keith Urban	R. Crowell	100.00%	100.00%	World Wide
	Mama Said Knock You Out	LL Cool J	Smith/Williams/Morrison/Stewart/Jacobs/Clinton/Collins/McCants/McCants	7.42%	7.42%	World Wide
265759						
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/Rakow	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	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
508617	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	Hartford/Phrimmer/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	Kymaxx	Calloway/Calloway/Watson	51.95%	51.95%	World Wide
96249	Mess	Ben Folds Five	Ben Folds	100.00%	100%	World Wide
	Message to the Boys	Nas		SPLITS PENDING		
75893	Miami	Will Smith	Shelby/Shockley/Sylvers/Smith	50.00%	50%	World wide
84007	Michelle	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
14213	Midas Touch	Midnight Star	Watson	94.45%	94.45%	World Wide
22105	Miracle	Whitney Houston	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/Elofsson	50.00%	50.00%	World Wide
554458	Money Ain't A Thing	Jermaine Dupri	Arrington/Parker/Carter/Carter/Jackerson/Dupri	50.00%	50.00%	World Wide
167977	More Bounce	Heavy D.	Troutman, Myers	31.25%	31.25%	World Wide
151955	More Bounce to the Ounce	Zapp	Troutman/Sala	62.50%	62.50%	World Wide

SCHEDULE A

Song#	Title	Artist	Writer(s)	US % Collected	US % Territory (WW World Wide) Collected
113353	More Than That	Backstreet Boys	Anders/Wennerborg/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
100145	Mountain Music	Alabama	Owen	100.00%	100.00% World ex. Belgium / Holland / and Luxembourg
450549	Move It On Over	George Thorogood & The Destroyers	Williams	100.00%	100.00% World Wide
113633	Move Somethin'	LL Cool J	James Smith/Johnson	pending	pending
244779	Movin Melodies	ATB	Tanneberger	100.00%	100.00% World Wide
451662	Movin On Without You	Utada Hikaru	Hikaru	100.00%	100.00% World Wide
51164	Mr. Mom	Lonestar	Harbin/Ron/McDonald/Pfrimmer/Don	33.34%	33.34% World Wide
111895	Muppet Show Theme	Muppets	Henson; Pottle	100.00%	100.00% World Wide
208806	Murder Was The Case	Snoop Dogg	Young/Trawick/Griffin/Doradys/Arnaud	37.50%	37.50% 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.	Sony/ATV Tunes, LLC (ASCAP) 100%	100.00% World Wide
448253	My Buddy	G-Unit	Brown/Jackson/Lloude/Morricone/Ausar	1667.00%	16.67% Worldwide
304061	My Front Porch Looking In	Lonestar	McDonald/Myers/Pfrimmer	33.33%	33.33% World Wide
106898	My Give A Damn Is Busted	Jo Dee Messina	Diffie/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
157243	My Last Name	Dierks Bentley	Bentley/Allen	50.00%	50.00% World Wide
95602	My Life	Mary J. Blige	Ayers/Blige/Combs/Dalvalle/Thompson	6.25%	6.25% World Wide
22100	My Love Is Your Love	Whitney Houston	Jean Nel Wyckoff/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
563993	My Song	Ricky Martin	Deutsch/Fante/Harris/Katz	60.00%	60.00% Worldwide
540460	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 / Brossi / Hackett	30.00%	30.00% Worldwide
28523	Needles	System of a Down	Malakian, Tankian, Odadjian, Dolmayan	100.00%	100.00% Worldwide
483370	Neon Moon	Brooks & Dunn	Dunn	100.00%	100.00% World Wide
116608	Never Been Unloved	Michael W. Smith	Smith/Kirkpatrick	50.00%	50.00% World Wide
76484	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	Sony/ATV Songs & ECAF Music 40% / EMI April & E-Two Music 60%	40.00% Worldwide
102500	New York City	John Lennon	Lennon	100.00%	100.00% Worldwide
109693	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
512269	No Me Quiero Enamorar	Kalimba	Domm, Oporansky, Bemal	50.00%	50.00% World Wide
38633	No Me Torturas	Daniel Rene	Pilolo/Danny Lopex	35.00%	35.00% Worldwide
	No More Mr. Nice Guy	Alice Cooper	Cooper/Bruce	100% Sony/ATV Songs	100.00% World Wide
76525	No One Else In The Room	Nas		SPLITS PENDING	
77827	No One Else On Earth	Wynonna	Colucci / Harris / Lorber	41.67%	41.67% World Wide
84013	No Place That Far	Sara Evans	Evans/Martin/Shapiro	91.66%	91.66% Worldwide
77879	No Reply	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00% World Wide
495972	No Shelter	Rage Against The Machine	Rocha / Commerford / Morello / Wilk	100.00%	100.00% Worldwide
127506	No Shoes, No Shirt, No Problems	Kenny Chesney	Beathard	100.00%	100.00% World Wide
84014	No Such Thing	John Mayer	Mayer/Cook	85.00%	85.00% World Wide
55740	Norwegian Wood (This Bird Has Flown)	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
130024	Not Gon' Cry	Mary J. Blige	Edmonds	87.50%	87.50% Worldwide
519624	Not On Your Love	Jeff Carson	Martin /Wilson / Martin	20.84%	20.84% Worldwide
507449	Not Me	Kenni Thomas	Thomas, Montana, Maher	33.34%	33.34% World Wide
243892	Not That Kind of Girl	JoJo	Fusari / Belewa / Falonte	25.00%	25.00% Worldwide
423881	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
238168	Nowhere Man	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00% World Wide
	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

SCHEDULE A

Song No.	Title	Artist	Writers	Ownership	Percentage	Territ.
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
116756	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
36112	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
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
	Omerta	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
604432	One Believer	Diamond Rig	Marc Beeson, Don Pfrimmer, Mike Reid	33.34%	33.34%	World Wide
129117	One Day In Your Life	Anastacia	Biancaniello/Newkirk/Walters	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	Maida/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
	One Night Stand	Mistreeq	Mikkel/ SE/ Rustan/ Hermansen/ Dixon/ Washington/ Nash	16.66%	16.66%	World Wide
138143	One Nite Stand	Sarah Connor	Duplessis/Wyclef/Connor/Fortune	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%	50.00%	World Wide
38008	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
101174	Our House	Crosby, Stills, Nash & Young	G. Nash	100.00%	100.00%	World Wide
330810	Outta The Way	The Vines	Nicholls	100.00%	100.00%	World X Australia/New Zealand
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
127804						
	Party To Damascus	Wyclef feat. Missy Elliot	Jean/Duplessis/Elliot	60.00%	60.00%	World Wide
524145						
	Pass The Courvoisier	Busta Rhymes	Rodgers/Edwards/Muhammed/Tyler/Linzer/Taylor/ Fareed/Smith/Hugo/Woolard/Denny/Lamb/Randal	7.50%	7.50%	World Wide
329212						
	Pass The Courvoisier Part 2	Busta Rhymes	Rodgers/Edwards/Muhammed/Tyler/Linzer/Taylor/ Fareed/Smith/Hugo/Woolard/Denny/Lamb/Randal	7.50%	1.50%	World Wide
522305						
234760	Paul Revere	Beastie Boys	Rubin / Horowitz / McDaniels / Simmons	10.00%	10.00%	Worldwide
338351	Peace of Mind	Josh Gracin	James/Vergos	50.00%	50.00%	World Wide
	Peaceful World	John Mellencamp	Mellencamp	100% Sony/ATV Tunes LLC obo Belmont Mill 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
307764	Piano	Glasajew	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
110510	Piece Of My Heart	Janis Joplin	Russell/Ragoboy	16.67%	16.67%	World Wide

SCHEDULE A

Song #1	Title	Artist	Writer(s)	Percentage Controlled	US Territory	Territory (WW=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 Bogge, 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%	Worldwide
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
60878	Polyester Bride	Liz Phair	Phair	100.00%	100.00%	World Wide
6462	Pop A Top	Alan Jackson	Slucky	100.00%	100.00%	Worldwide
123090	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
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	28.66%	28.66%	WW
4661	Pretty Paper	Roy Orbison	Nelson	100.00%	100.00%	Worldwide EX - Australia, New Zealand, Benelux, Brazil, UK, Germany Austria, Switzerland, Italy, Scandinavia, Denmark, Iceland, and France
54541	Pump Pump	Snoop Dogg	Malik/Broadus/Young	50.00%	50.00%	Worldwide
534809	Pure and Simple	Hear' Say	Clarkson / Hawes / Kirtley	33.34%	33.34%	Worldwide
60682	Pure Massacre	Silverchair	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
450165	Put Your Hands Where My Eyes Can See	Busta Rhymes	Seals/Smith	50.00%	50.00%	World Wide
599865	Quarterbackin	E40	Adams/Stevens/Thornton/Thornton	50.00%	50.00%	World Wide
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	Schutz/Hutter/Schneider	100.00%	100.00%	World Wide
523033	Raindrops Will Fall	TAMYRA GRAY	BIANCANIELLO, WATTERS, GRAY	33.34%	33.34%	WW
75013	Rapper's Delight	Sugarhill Gang	Rodgers / Edwards	50.00%	50.00%	Worldwide
237989	Rasputin	Boney M	Jay/Reyam/Farian	100.00%	100.00%	Worldwide
237989	Ret-Tet-Tet-Tet	Dr. Dre	Curry/Young	100.00%	100.00%	Worldwide
902171	Reaper (Don't Fear The)	Blue Oyster Cult	Roeser, Donald	Sony/ATV Tunes, LLC (ASCAP) 100%	100.00%	World excluding GAS and East Europe
506479	Red Dirt Road	Brooks & Dunn	Brooks/Dunn	100.00%	100.00%	World Wide
48419	Red Light Special	TLC	Edmonds	100.00%	100.00%	World wide
40369	Red Red Wine	Neil Diamond/UB40	Diamond	100.00%	100.00%	WW
543238	Redneck Woman	Gretchen Wilson	Wilson/Rich	50.00%	50.00%	World Wide
593637	Remorse If For The Dead	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100% Sony/ATV Songs LLC	100.00%	WW
525733	Re-offender	Travis	Healy	100.00%	100.00%	Worldwide
341951	Requiem For A Dream Theme	Clint Mansell	Mansell	12.50%	12.50%	World Wide
272712	Respectable	Mel and Kim	Stock/Aitken/Waterman	33.34%	33.34%	World Wide
84022	Revolution	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
51606	Rhiannon	Fleetwood Mac	Stevie Nicks	100.00%	100.00%	World Wide
	Rich Girl	Gwen Stefani	Kravitz/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
65067	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
84025	Rocky Raccoon	Beatles	Lennon, John W., McCartney, Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
274815	Rose Garden	Lynn Anderson	Joe South	100.00%	100.00%	World Wide
448308	Roulette	System of a Down	Malakian, Tankian, Odadjian, Dolmayan	100.00%	100.00%	World Wide
565356	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	Sony/ATV Songs LLC obo Sony UK Ltd 25%	25.00%	Worldwide
506746	Run, Run, Run	Ryan Tyler	Powell/Davis/Kayle	33.34%	33.34%	World Wide
211945	Salome	Cheyenne	Salgado	100.00%	100.00%	World Wide

SCHEDULE A

132109	Same Old Brand New You	A1	Adams/Ingerbigdsen/Raad/Foster	50.00%	50.00%	World Wide
	Satisfy You	Puff Daddy / R. Kelly	Walker/Combs/McIroy/Foster/Price/Kelly/Greene	10.00%	10.00%	World Wide
269909						
	Say My Name	Destiny's Child	Beyonce Knowles, Kelandria 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,Kelandria Music Publishing & Beyonce Publishing (ASCAP) 20%	20.00%	World Wide
111341						
	Say You'll Be there	Spice Girls	Beckham/Brown/Buck/Dunlop/Chisholm/Halliwell/Kennedy	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, Odadjian, Dolmayan	100.00%	100.00%	World Wide
594794	Se Esfuma Tu Amor	More Anthony	Salgado/Pagan	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
480630	Secret Ambition	Michael W. Smith	Smith/Kirkpatrick/Gill	50.00%	50.00%	World Wide
51531	Secret Of Life	Faith Hill	Peters	100.00%	100.00%	World Wide
500697	Secretly	Jennifer Lopez	Chakir, Rooney, Oliver, Lopez	00.00%	00.00%	World Wide
538924	Sentada Aqui en mi Alma	Cheyenne	Estefano/Reyes	100.00%	100.00%	Universe
54543	Serial Killa	Snoop Dogg	Amaru/Brown/Middendorf/Broadus/Thomas/Willar	20.00%	20.00%	World Wide
60137	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
37816	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 Murphy Lee, Nelly and	Barnes/Olivier/Kelly/Dowese/Jones/Robinson	20.00%	20.00%	World Wide
554336	Shake Ya Tail Feather	P.Diddy	Smith, Bridges, Lee, Haynes	9.170%	9.170%	World Wide
549072	Shame On Me	Ryan Cabrera	Diamond/Cabrera/Saven	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
119250	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
76422	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
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
242193	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 / Hafigair	33.34%	33.34%	Worldwide
102235	Showroom Dummies	Kraftwork	Huetter	100.00%	100.00%	US
27599	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						
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
197006	Silent Murder	Nas	Browne / Jones / Romero	30.00%	30.00%	Worldwide

SCHEDULE A

Song ID	Title	Artist	Writers	% Licensed	Territory
519472	Simple Things	Amy Grant	Grant/Thomas/O'Brian/Owsley	40.00%	World Wide
118058	Sing	Travis	Healy	100.00%	Worldwide
54602	Sittin' Up In My Room	Brandy	Edmonds	87.50%	Worldwide
113243	Situation	Yaz	V Clarke/A Moyet	100.00%	World Wide
549173	Stepped Away	Avril Lavigne	Kreviazuk/Lavigne	50% Sony/ATV Songs LLC	World Wide
234802	Slow Ride	Beastie Boys	Rubin/Allen/Brown/Dickerson/Miller/Scott/Goldstein/Horowitz/Diamond/Yauch/Jordan/Levitin	5.00%	World Wide
38707	Smooth Operator	Sade	Adu/St John	50.00%	World Wide
240842	So Damn Beautiful	Paranoid	Horrocks, Milleare, Rowe	66.66%	World Wide
37829	So Emotional	Whitney Houston	Steinberg/Kelly	100% Sony/ATV Tunes LLC	World Wide
516380	So Gone	Monica	Elliott/Cunningham/Rye/ Ahmonuel	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%	Worldwide
113167	So In Love With Two	Mikalia	Dominguez / Erickson / Hermansen /Tuston	30.00%	Worldwide
177305	So What	Miles David	Davis	100.00%	Worldwide
619517	Soldier	Destiny's Child	album due late October		splits pending
29140	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 Ut 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
394362	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/Van Hoy	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	Diplora / Anderson / Steele	33.33% Sony/ATV Songs LLC dba Tree Publishing Co. / Love Monkey Music	33.33% Worldwide
528434	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,L.Kelley	50.00%	50.00% Worldwide
596389	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	Terrya 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	82.50%	63% World Wide
90178	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
50519	Squeeze Me In	Garth Brooks / Trisha Yearwood	Nicholson / McClinton	50.00%	50.00% Worldwide
29592	Star	Erasure	Bell/Clarke	100.00%	100.00% World Wide
51591	Starseed	Our Lady Peace	Maida/Lanni/Eacrett/Lanni	Sony/ATV Tunes obo Sony Canada 75% / Unknown Publisher 25%	75.00% Worldwide
526296	Stay	Leann Rimes	Peirce/White	50.00%	50.00% Worldwide
601558	Stay For A While	Angie Stone	Wynn/Stone/Hamilton	10.00%	10.00% Worldwide
447879	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
100850	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
84037	Strawberry Fields Forever	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
336458	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
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

SCHEDULE A

Song	Title	Artist	Writer(s)	[illegible]	[illegible]	[illegible]
64983	Supermans's Dead	Our Lady Peace	Moida/Lanni	Sony/ATV Tunes obo Sony Canada & Under Zenith Pub 50% / Lanni Tunes 50%	50.00%	Worldwide
49569	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
106529	Suspicious Minds	Elvis Presley	Zambon	100.00%	100.00%	World Wide
41693	Sweet Carpline	Neil Diamond	Diamond	100.00%	100.00%	WW
448642	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
601763	Take It Easy (Love Nothing)	Bright Eyes	Oberst	100.00%	100.00%	World Wide
524174	Take Me As I Am	Wyclef Jean	Jean/Duplessis/Sdawes	58.25%	58.25%	World Wide
538810	Take Me Away	Fefe Dobson	Dobson/Levine	100.00%	100.00%	World Wide
93045	Take Me Out To The Ballgame		Norworth/Von Tilzer	75.00%	75.00%	World Wide
93719	Take On Me	A-Ha	Pal Waaktaar / Magne Furuholmen / Morten Harket	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
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
84760	Taxman	Beatles	Harrison	100.00%	100.00%	Worldwide
84760	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/Stelberg	33.34%	33.34%	World Wide
109952	Tell Him	The Exciters	Russell	33.33%	33.33%	World Wide
87000	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/Yergos	50.00%	50.00%	World Wide
105785	Temptations	Tupac Shakur	R. Troutman/L. Troutman/Murdock/Shakur/Clinton/Spradley/Harvey/Nolte/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
446697	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	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	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
517826	That's What I Love About Sunday	Craig Morgan	Dorsey/Nermore	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
48020	The Chain	Fleetwood Mac	Nicks/Fleetwood/Mcvie/McVie/ Buckingham	20.00%	20.00%	World wide
68982	The Chair	George Strait	Cochran, Dillon	50.00%	50.00%	World Wide
515443	The Chipmonk Song	Alvin & The Chipmunks	Bagdasarian	100.00%	100.00%	World X UK
114684	The Christmas Shoes	Newsong / 3 of Hearts	Ahlstrom /Cornwell	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	Carry/Young	100.00%	100.00%	World Wide
593840	The Faded Line	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler G.,	100% Sony/ATV Songs LLC	100.00%	WW
268990	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
111146	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% 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

SCHEDULE A

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 Callaway	100.00%	100.00%	Worldwide
554159	The Nigga You Love To Hate	Ice Cube	Arrington/Parker/Carter/Hankerson/Sadler/Spradle y/Clinton/Shider/Ice Cube	45.00%	45.00%	World Wide
84010	The Night Before	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
137925	The Only Thing That Looks Good On Me Is You	Bryan Adams	Adams/Lange	50.00%	50.00%	World Wide
101403	The Robots	Kraftwerk	Hutter, Schneider, Bartos	83.33%	83.33%	Worldwide
51531	The Secret Of Life	Faith Hill	Peters	Sony/ATV Tunes LLC , Purple Crayon 100%	100.00%	Worldwide
128439	The Sentinel	Theme	Cooper / Marietta	50.00%	50.00%	Worldwide
125943	The Urban Theme	Muzza	Menard/Ragin	50.00%	50.00%	Worldwide
549464	The World Needs a Drink		Beathard / Church	100.00%	100.00%	Worldwide
517665	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 - Freggles		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
95721	There You Are	Martina Mcbride	Dipiero / 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
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
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/Rold	50.00%	50.00%	WW
232636	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. Gray	100.00%	100.00%	World Wide
554872	Thunderbirds Are Co	Busted	T. Fletcher/J.Bourne/B. Gray, M. Sargent/C. Simpson	25% Sony	25.00%	World Wide
84048	Ticket To Ride	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
113007	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
500266	Tom Jones International	Tom Jones	Jean, Jones, Duplessis	37.50%	37.50%	World Wide
60680	Tomorrow	Silverchair	Johns / Giles	100.00%	100.00%	Worldwide
84050	Tomorrow Never Knows	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
75231	Tonight	Sara Evans	Johnson/Baker	50.00%	50.00%	World Wide
76192	Tonite	Snoop Dogg	Durham/Blake	30.00%	30.00%	World Wide
117068	Tougher Than Nails	Joe Diffie	Marvel/O'Donnell/Barnes	33.34%	33.34%	World Wide
101406	Tour De France	Kraftwerk	Hutter/Shult/Bartos	83.34%	83.34%	US
	Toxicity	System of a Down	Malakian, Tankian, Odadjian, Dolmayan	100.00%	100.00%	World Wide
131850	Tragedy	Marc Anthony	Rooney/Thomas	50.00%	50.00%	World wide
101422	Trans Europe Express		Schult/Heutter	100.00%	100.00%	World wide
80439	Transformers Theme	Ivo	Kinder/Bryant	100.00%	100.00%	World Wide
131260	Tribute To A Woman	Ginuwine	Oliver / Lumpkin	50.00%	50.00%	Worldwide
555653	Triple Trouble	Beastie Boys	Diamond, Michael Louis; Edwards, Bernard; Horowitz, Adam; Rodgers, Nile Gregory; Yauch, Adam Nathaniel	25.00%	25.00%	Worldwide
5414	Trouble	Elvis Presley; Travis Tritt	Chesnut	100.00%	100.00%	World Wide
37836	True Colors	Cyndi Lauper	Steinberg / Kelly	100.00%	100.00%	Worldwide
526491	Try	Nelly Furtado	West/Furtado	40.00%	40.00%	World Wide
332852	Trying to Find Atlantis	Jamie O'Neal	Waters/Turner	100.00%	100.00%	World Wide
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

SCHEDULE A

84129	Two Of Us	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00%	World Wide
133945	Two Wrongs	Wydal	Jean/Duplessis	75.00%	75.00%	World Wide
	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
593820	Unreachable	Ashley Simpson	Simpson, Mana, Fox, Nevil, Frazier	20.00%	20.00%	World Wide
	Up, Up And Away	5th Dimension	Webb	Sony/Lestrada 46.25%	46.25%	World Wide
53827	Upside Down	X3	Edwards / Rodgers	50% Sony/ATV Songs LLC	50.00%	Worldwide
603994	Valio la Pena	Marc Anthony	Estefano/Anthony	100.00%	100.00%	World Wide
117149	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	Vivendo	Marc Anthony	Anthony/Osorio/Villamizar	15.00%	15.00%	World Wide
593867	Volando Entre Tus Brazos	Marc Anthony	Estefano/Reyes	100.00%	100.00%	World Wide
496369	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
111006	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	Qualtes/Williams/Fresh/Carter	12.50%	12.50%	World Wide
53829	We Are Family	Sister Sledge	Rodgers/Edwards	50% Sony/ATV Songs LLC	50.00%	World Wide
603437	We Are Nowhere And It's Now	Bright Eyes	Oberst	100.00%	100.00%	World Wide
227734	We Be Clubbin'	Ice Cube	Cousin/Jackson	50%	50.00%	World Wide
	We Belong Together	Mariah Carey		13%	12.51%	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
93863	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
117664						
8911	Welcome To My World	Jim Reeves; Eddy Arnold	Winkler/Hathcock	50.00%	50.00%	World Wide
36326	We'll Burn That Bridge	Brooks & Dunn	Cook/Dunn	100.00%	100.00%	World Wide
69589	We're Not Making Love No More	Dru Hill	Edmonds	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	Vivien Green	Green/Osunlade/Sample/Robertson	33.33%	33.33%	World Wide
590670	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.J/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
133935	What Was I Thinkin'	Dierks Bently	Bently/Beavers/Rutlan	100.00%	100.00%	World Wide
336306	Whatever You Say	Martina Mcbride	Martin/Hill	37.50%	37.50%	World Wide
445039	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
51224	When Boy Meets Girl	Terri Clark	Clark/Waters / Shapiro	47.50%	47.50%	Worldwide
40745	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
109500	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
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
	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
106787	Where You Are	Jessica Simpson	Watters/Biancaniello/ Stamatopoulou/Lachey	90.00%	90.00%	World wide
104669	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
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
103093	Why Does It Always Rain On Me	Travis	F. Healy	100.00%	100.00%	World Wide

SCHEDULE A

Song ID	Title	Artist	Writers			
84057	Why Don't We Do It In The Road	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
127600	Why Georgia	John Mayer	John Mayer	100.00%	100.00%	World wide
537695	Why?	Ricky Fante	Deutsch/Fante/Harris/Kats	35.00%	35.00%	Worldwide
113578	Wild	Poe	Danielewski Annie	58.00%	100.00%	World Wide
79560	Wink	Neal McCoy	Diplero / 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
82446	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/Vergos	50.00%	50.00%	World Wide
510000	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
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	Xlacey Jones	Dru Hill	Qualtes/Pearson/Ruffin/Woodard/Weatherspoon	30.00%	30.00%	World Wide
540108	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
271836	Y Yo Sigo Aqui	Paulina Rubio	Salgado	100.00%	100.00%	World Wide
6997	YAKETY SAX (THE BENNY HILL SHOW)	BOOTS RANDOLPH	Randolph, Rich	100.00%	100%	Worldwide excluding UK, Ireland, France, Germany, Australasia, Netherlands, Belgium, S. Africa, Brazil
84062	Yellow Submarine	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
84065	Yesterday	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
26742	You	Ten Sharp	Hermes, Niels/Groen, Tom	100.00%	100.00%	World Wide
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
138355	You Can't Take The Honky Tonk Out Of The Girl	Brooks & Dunn	Diplero/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
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/Abgolam	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
91729	You Really Got Me	The Kinks	Ray Davies	100.00%	100.00%	US, Canada, & Mexico
69866	You Sang To Me	Marc Anthony	Cory Rooney, Marc Anthony	100.00%	100%	Worldwide
167143	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, Barrott, Tolusma, 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 0556

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

March 5, 2005 Agreement

BLANKET RINGTONE LICENSE AGREEMENT

This ringtone license agreement (the "Agreement") is made and entered into as of March 5, 2005 (the "Effective Date"), by and between SONY/ATV MUSIC PUBLISHING LLC, a Delaware limited liability company, 550 Madison Avenue, New York, New York 10022 (hereinafter "Publisher" or "Sony") and Redacted (hereinafter, "Company"), on the other.

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

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

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

1. GRANT OF RIGHTS/RESTRICTIONS/PROCEDURES

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

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

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

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

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

2. COMPANY OBLIGATIONS

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

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

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

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

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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, 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: Redacted of Company Revenue from such Sale; or 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) Omitted Without Implication.

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

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6. PAYMENTS AND ACCOUNTINGS

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

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

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

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

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

6A. TAXES

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

7. EXPERIMENTAL AGREEMENT

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

8. OWNERSHIP AND ARRANGEMENT OF COPIES

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

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

9. WARRANTIES, REPRESENTATIONS AND INDEMNITIES

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

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

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

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

10. TERMINATION

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

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

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

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

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

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

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

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

(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.

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

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

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

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

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

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

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

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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 6 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

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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.

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(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: KANT

Title: VP, Biz Affairs

Date: 6/1/05

Redacted

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SCHEDULE A

44769	50:50:00	Lemar	ernansen, 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; Cadel	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/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
127538	8 Days of Christmas	Destiny's Child	Knowles / McCaila	50%	50.00%	Worldwide
110756	9PM	AIB	Tannenberger/Ferrerons/Posadas/Riviera	50.00%	31.25%	World Wide
83909	A Day In The Life	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
30092	A Little Respect	Erasure	Bell/Clarke	100.00%	100.00%	World Wide
118200	A Love Before Time (Crouching Tiger Hidden Dragon Theme)	Theme	Calandrelli / Dun	100.00%	100.00%	Worldwide
137938	A Moment Like This	Kelly Clarkson	Ried/Elofsson	50.00%	50.00%	World Wide
130202	A New Day Has Come	Celine Dion	Moccio/Nova	50.00%	40.00%	World Wide
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/Hueltes/Hilpert	100.00%	100.00%	Worldwide
117039	After All	Brett James	James/Davis	50.00%	50.00%	World Wide
449448	Agnus Dei	Michael W. Smith	Smith	100.00%	100.00%	World Wide
593985	Ahora Quien	Marc Anthony	Estefano/Reyes	100.00%	100.00%	Worldwide
35380	Ain't Goin' Down Til The Sun Comes Up	Garth Brooks	Williams/Brooks/Blazy	33.34%	33.34%	World Wide
130289	Ain't It Funny	Jennifer Lopez	Rooney / Lopez	100.00%	100.00%	Worldwide
54345	Ain't No Fun (If The Homies Can't Have None)	Snoop Dogg	Young/Broadus/Nathan/Kurupt/Warren	50.00%	50.00%	World Wide
104068	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	Erikson / 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	Oliver Cheir	Johns	100.00%	100.00%	World
117669	Always Come Back To Your Love	Samantha Mumba	Eriksen / Rustan / Hermansen	33.34%	33.34%	Worldwide
62696	Always Never The Same	George Strait	McBride/Green	Sony/Atv Songs LLC dba Tree pub. 50% / Big Tractor Music 50%	50.00%	Worldwide
56036	Always You	Sophie Zelmani	Zelmani/Malopi/Starke	100.00%	100.00%	World wide
124396	AM I D PM (Spanish Version)	Christina Milian	Milian/ Karlsson/ Winnberg / Lopez	16.67%	16.67%	Worldwide
593899	Amar En Montima	Marc Anthony	Estefano/Anthony	100.00%	100.00%	World Wide

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SCHEDULE A

113587	Amazed	Poe	Danielewski Annie	50.00%	100.00% World Wide
528459	Amazin'	LL Cool J	Smith, Hugo, Williams	50.00%	50.00% World Wide
395539	America	Neil Diamond	Diamond	100.00%	100.00% WW
331278	American Dream	System of a Down	Malakian, Tankian, 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
63915	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	Shotby/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
78141	Anymore	Travis Tritt	Tritt/Colwell	50.00%	50.00% World Wide
106785	Anytime	Kelly Clarkson	Watters/Blanchanetto	50.00%	50.00% US
	Apple Cobbler	LL Cool J	James Smith, Tim Mosley	pending	pending
96250	Army	Bon Folds Five	Bon Folds	100.00%	100% World Wide
196076	Around the Way Gid	LL Cool J	Smith/James/Williams	37.50%	38% 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	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
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
538204	Back Of The Bottom Drawer	Choly Wright	Rose/Wright	50.00%	50.00% World Wide
243389	Back Soul	LL Cool J	Smith/Jones	43.75%	43.75% World Wide
197652	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
62670	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	Friis/Savery	100.00%	100.00% World Wide
497203	Be As You Are	Kenny Chesney	Chesney, Dillon	100.00%	100.00% World Wide
110095	Be Bop A Lula	Gene Vincent	Davis/Vincent	83.33% 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/Moginie/Garrott	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 Men	Trent Willmon	Beathard/Willmon	50.00%	50.00% World Wide
78449	Beer Thirty	Brooks and Dunn	Dunn, Ronnie G.	Sony/ATV Songs LLC o/b/o itself, Tree Publishing Co. & Showbilly Music (BMI) 50%	50.00% World Wide
65204	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
85150	Believe In You	Amanda Marshall	Marshall / Bazilian	50% Sony/ATV Songs LLC obo Sony Songs Canada / Metatune Inc	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.O.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.	Sony/ATV Tunes LLC o/b/o Beyonce Publishing, Kelendria Music Publishing & Letoya Music Publishing/Sony/ ATV Tunes (ASCAP) 10%	10.00% World Wide

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Song Title	Artist	Writers	ISRC Code	Licensed Rights
83925 Birthday	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00% World Wide
48687 Bitches Ain't Shit	Dr. Dre	Young/Broadus/Curry/Arnaud/Brown	62.50%	62.50% World Wide
83926 Blackbird	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
421076 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 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.
446705 Blue Jay Way	Beatles	Harrison	100.00%	100.00% World Wide
20500 Blue Savannah	Erasure	Bell/Clarke	100.00%	100.00% World Wide
448367 Boom	System Of A Down	Malakian/Tankian/Dolmayan/ Odadjian	100.00%	100.00% 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 Booty|icious	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
504927 Born to Try	Delta Goodrem	Delta Goodrem/Mawarira, Audius	100.00%	100.00% World Wide
315523 Bounce	System of a Down	Malakian, Tankian, Odadjuan, Dolmayan	100.00%	100.00% World Wide
Brand New Man	Brooks and Dunn	Cock, 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 Kit Music (ASCAP) 33.33%	100.00% World Wide
28725				
537150 Brass Bed	Josh Gracin	James/McBride/Hughes	33.34%	33.34% World Wide
88458 Brass Monkey	Beastie Boys	Rubin / Horowitz / Yauch / Diamond	50.00%	50.00% Worldwide
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/Maties/Bemberry/ Bradford/Harris/Joiner/Mathers/ Aznavour	17.50%	17.50% World Wide
504561 Breathe Again	Toni Braxton	Edmonds	100.00%	100.00% World wide
62899 Brick	Ben Folds Five	Folds/Jessee	100.00%	100.00% 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/Manasieff	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/Manasieff	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
07639 Building A Mystery	Sarah McLachlan	Sarah McLachlan	50.00%	50.00% US
48642 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/Manasieff	50.00%	50.00% World Wide
540917 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	Quattes/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% /Trout Baker Music	50.00% Worldwide
288545 Call On Me	ERIC PRYDZ	Sanders, Ramsey, Huggard	25.00%	25.00% WW
104093 Calm Like A Bomb	Rage Against The Machine	De La Rocha/ Commerford/ Morello/Wilk	100.00%	100.00% World Wide
Candida	Levine/Wine	Tony Orlando & Dawn	Sony/Lastrada 55%	55.00% World Wide
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
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/Bell/Martin	100.00%	100.00% World wide
107650 Change Of Heart	Theme	Blue / Cobb	100.00%	100.00% Worldwide
Cheated (To All The Girls I've Cheated On)	Jean Wyclef	Jean/Hammond/White/Bailey/David/Robinson/Malco/Haug/Obrien/Jackson/Mckay/Wright/Leibrand	20.00%	20.00% Worldwide
167791				
127184 Cheatin' On Me	50 Cent	Barnes/Olivier/Jackson/ Burruss/ Gates	33.34%	33.34% World wide
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
155606 Children of the Ghetto	Mary J. Blige	Amoo/Amoo	100.00%	100.00% World Wide
515443 Chipmunk Song	Alvin & The Chipmunks		100.00%	100.00% World X Eurpoe

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	Chocolat - 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
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/Phimmer	33.34%	33.34%	World Wide
525305						
125911	Clint Eastwood	Gorillaz	Makromallis/Irie/Albarn/Hewlett	25.00%	25.00%	World Wide
515859	Closest Thing to Crazy	Katie Melua	Batt	100.00%	100.00%	World Wide
85212	Cloud Number Nine	Bryan Adams	Adams/Peters/Martin	66.67%	66.67%	World Wide
150961	Clumsy	Our Lady Peace	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	84.167% 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
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. Garason, 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						
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/Farian	100.00%	100.00%	Worldwide
505034	Damn	Fabolous	Edwards, Rodgers, Jackson, Barnes, Oliver	50.00%	50.00%	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
447816	Danger High Voltage	Electric 6	Spencer/Frezza/Navarra/ Selph/Martin	100.00%	100.00%	World Wide
168507	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
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 Ue	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
550016	Diamond In The Back	Ludacris	DeVaughn/Bridges/Houston/ Beauregard	45.46%	45.46%	World Wide
289262	Did You Ever Think	R Kelly	Barnes/Olivier/Mayfield/Kelly	30.00%	30.00%	World Wide
127164	Differences	Ginuwine	Oliver/Lumpkin	50.00%	50.00%	World Wide
48418	Diggin' On You	Babyface	Edmonds	100.00%	100.00%	World Wide
1029	DIVORCE	Tammy Wynette	Babcock/Putman	100.00%	100.00%	World Wide
519243	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/Weiler	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	De Bend	Jean/Goffin/Massed/Duplessis/Bil/John/Stokes/Wat son/Wiley/Charwin/Strouse/Nathis	15.00%	15.00%	World Wide
548599						
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 I/Gershwin I/Nowell/Goodman/Hayward Du/Hayward Do	8.50%	8.50%	World Wide
06248	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
540323	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	Betta 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

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525066	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/Troitard/ Joly/Khan/Ronald	50.00%	50.00%	World Wide
243689	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
804571	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/Bearthard	50.00%	50.00%	World Wide
83936	Drive My Car	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
519639	Drugs or Jesus	Tim McGraw	James, Lindsey, Verges, Mayo	25.00%	25.00%	World Wide
340303	Drunk by myself	Nas	Jones /Barnes/Olivier/West	50.00%	50.00%	World Wide
108338	Dusic	Brick	Brown/Harris/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
28562	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/Reid/Simmons	44.37%	44.37%	World Wide
446111	Endless, Helpless, Hoping	Josh Gracin	Krouse/Garrett	100.00%	100.00%	World Wide
284650	Entre Tus Brazos	Alejandro Fernandez	Fernandez/Estrada	100.00%	100.00%	World Wide
592096	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
37753	Eternal Flame	Bangles	Steinberg/Kelly/Hoffs	66.67% Sony, 33.33% Bangophile music	66.67%	World Wide
24452	Every Little Step	Bobby Brown	Edmonds/Reid	67.50%	67.50%	World wide
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
530815	Everything	Fefe Dobson	Dobson/Levine/McCollum	100.00%	100.00%	World Wide
130248	Everything	Saint Dog	Fritz/Savory	100.00%	100.00%	World Wide
	Everything I Own	Bread	Gates, David A.	Sony/ATV Tunes LLC (ASCAP)	100.00%	World Wide
106555						
62223	Everytime I Close My Eyes	Babyface	Edmonds	100.00%	100.00%	World Wide
	Ex-Factor	Lauryn Hill	Hill, Hamlish, Bergman, Bergman, Diggs, Woods, Hunter, Smith, Hawkins, Coles, Crica, Jones	60.00%	60.00%	World Wide
243894						
113002	Exhale (Shoop Shoop)	Whitney Houston	Edmons	100.00%	100.00%	World Wide
517476	Extraordinary	Liz Phair	Phair/Edwards/Spock/Christy	25.00%	25.00%	World Wide
48885	F*** With Dre Day	Dr. Dre	Young, Clinton, Spradley, Broadus, Snider	50.00%	50.00%	World Wide
527998	Fallen	Mya	Shelton/Veney/Hill/Bonta/ Toledo	25.00%	25.00%	World wide
524013	Fallen	Sarah McLachlan	McLachlan	100.00%	100.00%	World X Canada
	Fantastic Voyage	Lakeside	Alexander / Beavers / Craig / Shockley / Stokes / Wood / Mccain / Shelby	100% Sony/ATV Tunes LLC dba Portrait /Solar	100.00%	Worldwide
24252						
42683	Father & Son	Boyzone	Stevens, Cat	100.00%	100.00%	World Wide
333016	Fatty Girl	Coolio	Barnes/Olivier/Smith/Williams/Murrey/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 Fornaro	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
516740	Fight Test	Flaming Lips	Stevens/Coyne/Fridmann/ Mins/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	Exton / 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	Kravlazuk/Lavigne	50% Sony/ATV Songs LLC	50.00%	World Wide
51210	Fraggle Rock	Muppets	P. Balzarn, D. Lee-D. Gifts?	100.00%	100.00%	World Wide

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Song	Title	Artist	Writer(s)	% Publishing	% Publishing	Territory
	Free	DESTINY'S CHILD	Knowles/Rowland/Drawers/Garrett/Williams	splits are pending		
544340	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	Wydef / 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	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
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
133084	Get This Money	Jay Z & R Kelly	Barnes/Kelly /Carter	25.00%	25.00%	World Wide
83949	Getting Better	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
75985	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
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
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
83951	Glass Onion	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
522805	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		Douglas/Dean	50.00%	50.00%	Worldwide
	Goes Good With Beer	John Michael Montgomery	Bestherd / Hill	50.00%	50.00%	World Wide
525066						
105219	Going Back To Cali	Notorious B.I.G.	Wallace/Harvey/Troutman/	50.00%	50.00%	WW
84115	Golden Slumbers	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00%	World Wide
505035	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
		Wydef Jean	Jean, Wydef	Sony/ATV Tunes LLC / Huss-Zwingli Publishing Inc. (ASCAP) 100%	100.00%	Worldwide
77107	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
	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
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 Artjus-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
550210	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
	Hang On To Your Love	Sade	Mathewman, Adu	100.00%	100.00%	World Wide
38701						

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Song #	Title	Artist	Writers	US %	US % World Wide
83956	Happiness Is A Warm Gun	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
82031	Happy Radio (City Till I Die)	Bradford	Edwin Starr	100.00%	100.00% World Wide
83057	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
113567	Haunted	Poe	Danielewski Annie	68.00%	100.00% 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
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,Fulhe as 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
60686	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
60660	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
627373	Help Pour Out The Rain	Buddy Jewell	Jewell	100.00%	100.00% World Wide
83961	Helter Skelter	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
329533	Here I Am	Bryan Adams	Adams/Zimmer/Peter	25.00%	25.00% World Wide
537494	Here For The Party	Gretchen Wilson	Wilson/Rich/Alphin	33.33%	33.33% World Wide
83962	Here There & Everywhere	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
78142	Here's A Quarter	Travis Tritt	Tritt	100.00%	100.00% World Wide
456542	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 Freeoky Zeeeky	C.Giles,E.Jios, V.Babb,F.Visosky, L.Troutman, R.Troutman	33.34%	33.34% World Wide
260308	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
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
99950	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
133699	Home and Dry	Pet Shop Boys	Tennant/Lowe	100%	100% World wide
537502	Homewrecker	Gretchen Wilson	Wilson/Teron/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
451658	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	BentleyX	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	Genini	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
611018	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

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Song Title	Artist	Writer	US Publisher	US & Canada/World Wide
00983 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
I Am The Walrus (Fr "Magical Mystery Tour)	Beatles	Mc Cartney, Paul , John Lennon	Sony/ATV Tunes LLC (ASCAP) 100%	100.00% World Wide
63907				
495552 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
330331 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
51357 I Could Fall In Love	Selena	Thomas	100.00%	100.00% Worldwide
255121 I Didn't Know My Own Strength	Lorrie Morgan	Dymo / Bowles	25.00%	25.00% Worldwide
51675 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
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
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
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 / Follese / Follese	33.33%	33.33% World ex. Italy
80100				
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
24205 I Miss You	Klymaxx	Maleby	100.00%	100.00% World Wide
123653 I Need A Vacation	Rebecca Lynn Howard	Howard/Satcher	50.00%	50.00% World Wide
77003 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
I Should Be So Lucky	Kylie Minogue	Stock/Aitken/Waterman	33.34%	33.34% World wide
116656				
83989 I Should Have Known Better	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
20513 I Sometimes Wish I Was Dead	Depeche Mode	Clarke	100.00%	100.00% World Wide
I Still Love You	Next	Johnson/Bristol/Edmons/Talbert/Lighty/Hugger/Brown/Clowers	20.28%	20.28% World Wide
410993				
106772 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 c/b/o Sony Tunes, Inc. (ASCAP) 60%	60.00% World Wide
37769				
I Wanna Be With You	Mandy Moore	Thomas/ Pelken/ Arbuckle	65% Sony/ATV Tunes / Yellow Elephant Music / New Columbia Pictures ; 5% Sony/ATV Songs / Colpix Music Sushi Too Music	65.00% World wide
110829				
I Wanna Love You Forever	Color Me Badd	Louis Biancaniello ,Walters, Samuel J.	Sony/ATV Tunes LLC c/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
111086				
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
I Want Your Love	Chic	Edwards / Rodgers	50% Sony/ATV Songs LLC	50.00% Worldwide
53781				
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
I Wish I Didn't Miss You	Angie Stone	Martin / Mistas / Huff / McFadden / Whitehead	20.00%	20.00% Worldwide
125458				
484267 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	85.50%	85.50% World Wide
448309				

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	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
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
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
51595					
	If You Tolerate This Your Children		Bradfield/Jones/Moore	1000.00%	100.00% Worldwide
198706	Will Be Next	Manic Street Preachers			
548320	If You Walk Away	Fefe Dobson	Levine, Dobson	75.00%	75.00% Worldwide
106825	If You're Gonna Play In Texas	Alabama	Kellum/Mitchell	12.50%	12.50% World Wide
505037	If You're Not The One	Daniel Bedingfield	Daniel Bedingfield	100.00%	100.00% World Wide
163568	I'll Be Okay	Amanda Marshall	Wells/Clarke	25.00%	25.00% World Wide
83977	I'll Follow The Sun	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
47425	I'll Make Love To You	Boyz II Men	Edmonds	100.00%	100.00% World Wide
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
64494	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
118009	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/Roy/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/Erwin	56.25%	56.25% 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	Kawchl/Blechof-Fallenstein/Farlea	100.00%	100.00% 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
83980	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
76003					
	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					
91450	In My Life	Beatles	Lennon John/Mc Cartney Paul	100.00%	100.00% World Wide
91450	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
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
131872	In Your Eyes	Kylie Minogue	Stannard / Minogue / Gallagher / Howes	25% Sony/Alv 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
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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Song	Title	Artist	Writers	Publisher	Publisher	Publisher
324128	Industry	Wydef Jean	Jean/Duplessis/Whitherspoon/Fisar/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/Malda/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	Malda/Lanni	Sony/ATV Tunes dba 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
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
187953	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
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
83997	Julia	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
111335	JUMPIN' JUMPIN'	DESTINY'S CHILD	Elliot, Knowles, Moore, Alexander	50.00%	50%	Worldwide
332222	JUSQU'A ME PERDRE	Garou	ADAMS BRYAN, KENNEDY ELIOT JOHN	87.50%	8750%	Worldwide
606532	Just A Moment	Nas	B.H. Edwards/Jones, N./L. David Lewis/Peacock, C./Rodgers, N.	25.00%	25%	Worldwide
38065	Just Can't Get Enough	Depeche Mode	V. Clarke	100.00%	100.00%	World Wide
80778	Just Once	N/a	Mann/Weill	100.00%	100.00%	World Wide
130109	Just To See You Smile	Tim McGraw	Nesler / Martin	37.50%	37.50%	Worldwide
161778	Kaleidoscope Skies	Jam & Spoon	Eilmer/Lonich/Becherach/Hal/Loefol	31.50%	31.50%	World Wide
450707	Kaw-Liga	Hank Williams	Williams/Rose	100.00%	100.00%	World Wide
52750	Keep their heads ringin'	Dr. Dre	Brown, Chisholm, Cooks, Yound Robinson, Sneed, Anderson	25.00%	25.00%	World Wide
167960	Keep Ya Head Up	2 Pac	Troutman/Shakur/Anderson	31.25%	31.25%	World Wide
100165	Keepin' Up	Alabama	R. Fowler/T. Gentry/R. Owen/R. Rogers	100.00%	100.00%	World Wide
526873	Keg In The Closet	Kenny Chesney	Chesney/James/Onaly	100.00%	100.00%	World Wide
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
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%	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
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
156596	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
276068	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
585291	La Locura	Yahir	Alejandro Jaen, Rafael Vergara, William Paz	33.34%	33%	World Wide
114280	Lady (Hear Me Tonight)	Modjo	Rodgers / Edwards / Destagnol / Tranchart	25.00%	25%	World
100143	Lady Down On Love	Alabama	Owen	100.00%	100%	world Wide
83998	Lady Madonna	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
552250	Laid To Rest	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.	100% Sony/ATV Songs LLC	100.00%	WW
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

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Song #	Title	Artist	Writer(s)	% Collected	Territory (WW, 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/Auyuong	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
	Let's Go To Vegas	Faith Hill	Staley, Karen R.	Sony/ATV Tunes LLC (BMI) 100%	100.00% World Wide
40758					
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/Taggart/Coutts	Sony/ATV Tunes .00%	80.00% Worldwide
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/Domaniewksi/Greene/Guzman/Horovitz/Nguy	25.00%	25.00% World Wide
	Little Bitty	Tom T. Hall/Alan Jackson	Hall	100.00%	100.00% World Wide
449649					
327240	Little by Little	Noel Gallagher	Gallagher	100.00%	100.00% WW
60632	Little Goodbyes	SheDaisy	Greenberg/Deere/Osborn	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
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	68.67%	68.67% World Wide
599602	Lose My Breath	Destiny's Child	Jerkins/Garrett/Knowles/Rowland,M. Williams/Jerkins III/ Daniels, Carlo	24.16	24.16% World Wide
109034	Losing Lisa	Ben Folds	Ben Folds, Frally Hynes	95.00%	95% World Wide
599666	Lot Of Leavin' Left To Do	Diarks Bendy	Bailey/Rutlan/Beavers		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/Kats	25.00%	25.00% Worldwide
	Love Like This	Faith Evans	Rodgers/Edwards/Combs/Evans/ Emory/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
150791	Luchini	Camp Lo	Randolph / Spencer / Smith / Wallace / Wade / Wills	50.00%	50.00% World Wide
82963	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
509409	Luv U Better	LL Cool J	Smith/Williams/Hugo	33.34%	33.34% World Wide
46691	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
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					
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
817522	Making Love For Fun	Enrique Iglesias	Fishbein/Iglesias/Dioguardi/Morales/Siegel	5.00%	5.00% 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					
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

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84008	Martha My Dear	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
553385	Mass Destruction	Faithless	Fraser / Bertovim / 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
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 enl 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	Hartford/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	51.95%	51.95% World Wide
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	Eskmore / 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/Harkerson/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
450546	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
451662	Mr. Mom	Lonestar	Harbin/Ron/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/Boradus/Amaud	37.50%	37.50% World Wide
208896	My All	Mariah Carey	Carey/Afanasieff	50.00%	50.00% 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	1667.00%	16.67% Worldwide
448263	My Front Porch Looking In	Lonestar	McDonald/Myers/Pfrimmer	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
157243	My Life	Mary J. Blige	Ayers/Blige/Combs/Delvalle/Thompson	6.25%	6.25% World Wide
95602	My Love Is Your Love	Whitney Houston	Jean Nel Wyclef/Duplessis	75.00%	75.00% World Wide
22100	My My My	ARMAND VAN HELDEN	Edmunds, Simmons	65.62%	65.62% WW
28325	My Next Broken Heart	Brooks & Dunn	Cook/Dunn/Brooks	100.00%	100.00% World Wide
125569	My Oedipus Complex	Kid Rock	Peters/ Ritchie	5.00%	5.00% World Wide
537908	My Song	Ricky Fante	Deutsch/Fante/Harris/Kats	60.00%	60.00% Worldwide
593993	Nada Personal	Marc Anthony	Estefano/Anthony/Reyes	100.00%	100.00% World Wide
540480	Nas Angels....The Flyest	Nas	Jones/Williams/Hugo	16.66%	16.66% World Wide
118500	Nasty Girl	Destiny's Child	Knowles/ Dent / Brassi / Hackett	30.00%	30.00% 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
116008	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
	Niggaz Done Started Something		Blackman/Betha/Stylee/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
291152		Lil Kim			

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SONY Title No.	Title	Artist	Writer(s)	Share	US% Terr(WW-World Wide)
597292	No Me Quiero Enamorar	Kalimba	Domm, Oceransky, Bomal	50.00%	50.00% World Wide
512289	No Me Tortures	Daniel Rena	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	Beatherd	100.00%	100.00% World Wide
127596	No Such Thing	John Mayer	Mayer/Cook	85.00%	85.00% World Wide
84014	Norwegian Wood (This Bird Has Flown)	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
55740	Not Gon' Cry	Mary J. Blige	Edmonds	87.50%	87.50% Worldwide
130024	Not On Your Love	Jeff Carson	Martin /Wilson / Martin	20.84%	20.84% Worldwide
597449	Not That Kind of Girl	JoJo	Fusai / 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
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
907596	Numb/Encore	Jay-Z / Linkin Park	Carter/West	18.75%	18.75% World Wide
318997	Oh La Di Ob La Da	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00% World Wide
116758	Objection	Shakira	Mebarak	100.00%	100.00% World Wide
84123	Ocean Spray	Manic Street Preachers	Moore/Jones/Bradfield	100.00%	100.00% World Wide
30112	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
549081	Oh Yeah	Ricky Fanta	Deutsch/Fanta/Harris/Kats	35.00%	35.00% Worldwide
81908	Oklahoma-Texas Line	Rascal Flatts,M.Bright,M.I	Rascal Flatts	100.00%	100.00% Worldwide
505527	Okie From Muskogee	Merle Haggard	Powers, Haggard	100.00%	100.00% World Wide
593826	Old Blue Chair	Kenny Chesney	Chesney	100.00%	100.00% World Wide
97049	Omerta	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100% Sony/ATV Songs LLC	100.00% WW
129117	On The Inside (Theme from "Prisoner")	Lynne Hamilton	CASWELL DAVID ALLAN	100.00%	100.00% World Wide
593839	One Day In Your Life	Anastacia	Biancaniello/Newkirk/Watters	33.33%	33.33% World Wide
89449	One Gun	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100% Sony/ATV Songs LLC	100.00% WW
133064	One Man Army	Our Lady Peace	Malda/Lanni	Sony/ATV Tunes obo Sony Canada & Under Zenith Pub 50% / Lanni Tunes 50%	50.00% Worldwide
64856	One Mic	Nas	Jones / Thompson	25.00%	25 WW
	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
138143	One Night Stand	Misteeq	Mikkel/ SE/ Rustan/ Hermansen/ Dixon/ Washington/ Nash	16.66%	16.66% World Wide
112688	One Nite Stand	Sarah Connor	Duplessis/Wydet/Connor/Fortuna	37.50%	37.50% World Wide
106975	One Sweet Day	Mariah Carey	M. Carey, N. Morris, W. Morris, S.Stockman, M. McCary, W. Afanasieff	35.00%	35.00% World Wide
450370	One Voice	Billy Gilman	Cook, Malloy	50.00%	50.00% World Wide
38668	Only The Lonely	Roy Orbison	Melson/Orbison	50.00%	50.00% World Wide
504335	Only You	Yaz	V. Clarke	100.00%	100.00% World Wide
101174	Open Season on My Heart	Tim McGraw	Conwell, Slater	50.00%	50.00% World Wide
330810	Ordinary	Train	Hendrickson, Monahan	12.50%	12.50% World Wide
84019	Our House	Crosby, Stills, Nash & Young	G. Nash	100.00%	100.00% World Wide
504367	Outta The Way	The Vines	Nicholls	100.00%	100.00% World X Australia/New Zealand
127804	Paperback Writer	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
524145	Paradise	LL Cool J	Barnes/Olivier/Smith/Jackson/ Rogers/Burke/Felder/Wright	50.00%	50.00% World Wide
320212	Part II	Method Man & Redman	Edmonds / Wilson / Sermon / Braxton / Noble / Smith	30% Sony/ATV Songs LLC / ECAF Music	30.00% Worldwide
522305	Party To Damascus	Wyclef feat. Missy Elliot	Jean/Deplessis/Elliot	60.00%	60.00% World Wide
234780	Pass The Courvosier	Busta Rhymes	Rodgers/Edwards/Muhammed/Tyler/Linzer/Taylor/ Fareed/Smith/Hugo/Woolard/Denny/Lamb/Randal	7.50%	7.50% World Wide
	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
	Paul Revere	Beastie Boys	Rubin / Horowitz / McDaniels / Simmons	10.00%	10.00% Worldwide

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SCHEDULE A

Song	Title	Band	Written	[illegible]	[illegible]
338351	Peace of Mind	Josh Gracin	James/Vergea	50.00%	50.00% World Wide
	Peaceful World	John Mellencamp	Mellencamp	100% Sony/ATV Tunes LLC dba 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
628083	Por Te	Josh Groban	Afanaskiff/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
38205	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	Sony/ATV Tunes LLC / Gruvia Music 33.33% / WB Music Corp, Be Le Be Music, About Time Music 66.67%	33.33% Worldwide
110510	Piece Of My Heart	Janis Joplin	Russell/Ragoboy	16.67%	16.67% World Wide
	Piggy In The Middle	Beatles	Lennon / Mccartney	82.08% Sony, 17.92% EMI	100.00% World Wide
95529					
118573	Play	J-LO	Cory Rooney A. Dagge, 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
108852	Please Remember Me	Tim McGraw	Crowell, Jennings	50.00%	50.00% World Wide
37695	POISON	ALICE COOPER	Cooper, Child, McCurry	42.50%	42.50% Worldwide
80878	Polyester Bride	Liz Phair	Phair	100.00%	100.00% World Wide
8462	Pop A Top	Alan Jackson	Stuckey	100.00%	100.00% Worldwide
	Pop Lockin'	Silk The Shocker	Troutman/Troutman/Hooks/ Hudson/Broadus/Spillman/ Miller/Brooks	Sony/Lastrada 37.5	37.50% World Wide
125090					
45030	Possession	Sarah McLachlan	McLachlan	100.00%	100.00% World X Canada
138853	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	26.68%	26.68% WW
	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 / Kirley	33.34%	33.34% Worldwide
534809					
60082	Pure Massacre	Silverchair	Johns/Gillies	100.00%	100.00% World Wide
122025	Push It	Salt n Pepa	Rey Davis/Herby Azor	2.00%	2.00% Can/Mex/USA
327978	Put It In Your Mouth	Akinyele	Hargis/Adams/Jeffries	100.00%	100.00% World Wide
	Put Your Hands Where My Eyes Can	Dusta 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 Llore	Sin Banderа	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
	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					
508479	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/Tosh	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

MP
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SCHEDULE A

Song #	Title	Artist	Writer	% Collected	% Terr. WW World Wide
84022	Revolution	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
51896	Rhiannon	Fleetwood Mac	Stevie Nicks	100.00%	100.00% World Wide
	Rich Girl	Gwen Stefani	Kreviazuk/Stefani/Dioguardi/Alazano	5.00%	5.00% World Wide
512555	Ride	The Vines	Nichols	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					
274815	Rose Garden	Lynn Anderson	Joe South	100.00%	100.00% World Wide
448358	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
	Run For Cover	Sugababes	Lipsey / Donaghy / Buona / 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 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/Ruslan/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
84026	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	Chayanne	Estefano/Reyes	100.00%	100.00% Universe
54543	Serial Killa	Snoop Dogg	Arnaud/Brown/Middendorf/Broadus/Thomas/Williar	20.00%	20.00% World Wide
68137	Sesame Street Theme	N/A	Raposo/Hart/Stone	Sony/ATV 50%	50.00% World excluding Asian territories
148323	Setting Sun	Chemical Brothers	Gallagher/Rowlands/Simons	50.00%	50.00% World Wide
37818	Sex As A Weapon	Pat Benatar	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/Oliver/Kelly/Dowese/Jones/Robinson	20.00%	20.00% World Wide
564336	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	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	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

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12

SCHEDULE A

Song Title	Artist	Writer	US Publisher	Publication Territory
496101 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
100369 Ships That Don't Come In	Joe Diffie	Gibson / Nelson	50.00%	50.00% Worldwide
242133 Show Me Love	Robin S / DJ Tonka	Mcfarlane/George	100.00%	100.00% Worldwide
118235 Show Me The Meaning Of Being Lonely	Backstreet Boys	Herbert CricNow/Max Martin	50.00%	50.00% World wide
Show Me The Way To Your Love	Hear' Say	Eriksson / Hermansen / Halfgeir	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
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
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
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 Smooth Operator	Sade	Adu/St. John	50.00%	50.00% World Wide
38707				
37820 So Emotional	Whitney Houston	Steinberg/Kelly	100% Sony/ATV Tunes LLC	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 / Rumuss,Kanrfi L.	15.00%	15.00% Worldwide
113167 So In Love With Two	Mikaila	Engriquez / Erickson /Hammansen /Tustan	30.00%	30.00% Worldwide
177305 So What	Miles David	Davis	100.00%	100.00% Worldwide
Soldier	Destiny's Child	album due late October		splits splits pending pending
79140 Solitaire	Clay Aiken	Cody/Sedaka	69.63%	69.63% 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 Uk 93.75% / E.L Music, Fonomusic 6.25%	93.75% Worldwide
Some Days You Gotta Dance	Dixie Chicks	Johnson/Morgan	18.75%	18.75% World Wide
99865				
460045 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
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, 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
596399 Somewhere in the Sun	Kenny Chesney	Chesney, Holt, Tucker, Hobdy	25.00%	25.00% World Wide
135131 Somewhere Out There	Our Lady Peace	Coutts/Makda/Taggart	100.00%	100.00% World Wide
5250 Son Of A Preacher Man	Tanya Tucker, Dusty Springfield	Hurley/Wilkins	100.00%	100.00% World Wide
48487 Song For the Dumped	Ben Folds Five	Ben Folds, Darren Jessee	100.00%	100% World Wide
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	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

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SCHEDULE A

Song #	Title	Artist	Writer(s)	US Publisher	US % Terms (Worldwide)
51501	Starseed	Our Lady Peace	Maida/Lanni/Eacrett/Lanni	Sony/ATV Tunes obo Sony Canada 75% / Unknown Publisher 25%	75.00% Worldwide
526290	Stay	Leann Rimes.	Police/White	50.00%	50.00% Worldwide
601558	Stay For A While	Angie Stone	Wynn/Stone/Hamilton	10.00%	10.00% Worldwide
447679	Steppin'Out	Joe Jackson	Jackson Joe/	100.00%	100.00% 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
109350	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
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
226011	Sugar	System of a Down	Malakian, Tankian, Odadjuan, Dolmayan	100.00%	100.00% World Wide
274432	Sugar Sugar	Archies	Barry/Kirs	100.00%	100.00% World Wide
106530	Sugar, Sugar	The Archies	Barry/Kirs	50.00%	50.00% US
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	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
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
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
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
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
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
448687	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	Wilson / Turner	100.00%	100.00% Worldwide
54540	The Shizalt	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
	That Ain't My Truck	Rhett Akins	Shapiro / Waters /Akins	47.50%	47.50% Worldwide
48156					
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
	That's What She Gets For Loving Me	Brooks & Dunn	Dunn/McBride	50.00%	50.00% World Wide
137540					
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
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

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SCHEDULE A

Song	Title	Artist	Writer	Publisher	Publisher Terr.
516102	The Christmas Song	n/a	Torme/Wells	50.00%	50.00% US
124191	The Coast Is Clear	Scotty Emerick	Lane/Emorick	75.00%	75.00% World Wide
137000	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
48800	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.J/Campbell/ Adler C.,	100% Sony/ATV Songs LLC	100.00% WW
33738	The First Cut Is the Deepest	Sheryl Crow	Stevens	100.00%	100.00% World Wide
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	DPiero/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		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% 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
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 Callaway	100.00%	100.00% Worldwide
554459	The Niggs You Love To Hate	Ice Cube	Arrington/Parker/Carter/Hankerson/Sadler/Spradle y/Clinton/Shider/Ice Cube	45.00%	45.00% World Wide
84010	The Night Before	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
137925	The Only Thing That Looks Good On Me Is You	Bryan Adams	Adams/Lange	50.00%	50.00% World Wide
101403	The Robots	Kraftwerk	Hutter, Schneider, Bartos	83.33%	83.33% Worldwide
51531	The Secret Of Life	Faith Hill	Peters	Sony/ATV Tunes LLC , Purple Crayon 100%	100.00% Worldwide
128438	The Sentinel	Theme	Cooper / Mariette	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 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	Dipiero / Sanders / Hill	33.33%	33.33% Worldwide
550381	There's Somoything Sexy About the Rain	Kenny Chesney	Chesney, Ewing	50.00%	50.00% World Wide
338360	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	Mekda/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
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 Covey/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. Gray	100.00%	100.00% World Wide
554672	Thunderbirds Are Go	Busted	T. Fletcher/J.Bourne/B. Gray, M. Sargent/C. Simpson	25% Sony	25.00% World Wide
84048	Ticket To Ride	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00% World Wide
113007	Til You Do Me Right	After 7	Edmons/Edmons/Edmons	75.00%	75.00% World Wide
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
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	50.00%	50.00% World Wide
117068	Tougher Than Nails	Joe Diffie	Marvel/O'Donnell/Barnes	33.34%	33.34% World Wide

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Song ID	Title	Artist	Writer(s)	[illegible]	[illegible]
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/Heutler	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
	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
37838	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
593998	Tu Amor Me Hace Bien	Marc Anthony	Estefano	100.00%	100.00% World Wide
156474	Tu Carcel	Ennanitos 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
505457	U Wanna Be Me	Nas	Jones / Thompson	20.00%	20.00% WW
593620	Unreachable	Ashley Simpson	Simpson, Mann, Fox, Nevil, Frazier	20.00%	20.00% World Wide
	Up, Up And Away	5th Dimension	Webb	Sony/Lastrada 46.25%	46.25% World Wide
	Upside Down	X3	Edwards / Rodgers	50% Sony/ATV Songs LLC	50.00% Worldwide
53827					
503994	Valio la Pena	Marc Anthony	Estefano/Anthony	100.00%	100.00% World Wide
117148	Video	India Arie	Broady/Hargis/Sanders/Simpson	60.00%	60.00% World Wide
	Vindicated	Dashboard Confessional	Christopher Carraba	16.67%	16.67% World Wide
134126	Vivendo	Marc Anthony	Anthony/Osorio/Vilomizar	15.00%	15.00% World Wide
593987	Volando Entre Tus Brazos	Marc Anthony	Estefano/Reyes	100.00%	100.00% World Wide
406586	Walk A Little Straighter	Billy Currington	Beathard/Currington/Chamberlain	33.34%	33.34% World Wide
	Walk Away	Kelly Clarkson	Krevizzuk/Maida/Dioguardi/Clarkson	30.00%	30.00% World Wide
111068	Walk Like A Man	Tim McGraw	Douglas	100.00%	100.00% World wide
507019	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	Quakes/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
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
	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 Reeves; Eddy Arnold	Winkler/Hathcock	50.00%	50.00% World Wide
36326	We'll Burn That Bridge	Brooks & Dunn	Cook/Dunn	100.00%	100.00% World Wide
69589	We're Not Making Love No More	Dru Hill	Edmonds	87.50%	87.50% World Wide
295058	West End Girls	Pet Shop Boys	Tennant/Love	100.00%	100.00% World Wide
251170	What About Love?	Heart	Allen/Alton/Vallance	66.00%	66.00% World Wide
274085	What Do I Have To Do	Kylie Minogue	Stock/Aitken/Waterman	33.34%	33.34% World Wide
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 Sli featuring Frontline	Shon Adams/Davood Asgari/Ameer Loggins/Mark Ogleton	75.00%	75.00% World wide
599679					
137755	What It Ain't	Josh Turner	Mansy/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					
131969	What The World Needs	Wynonna	James/Lamar	50.00%	50.00% World Wide
133936	What Was I Thinkin'	Dierks Bently	Bently/Beavers/Rutlan	100.00%	100.00% World Wide
336306	Whatever You Say	Martina Mcbride	Marsh/Hill	37.50%	37.50% World Wide
449039	Wheel Of Fortune Theme	n/a	Griffin	100.00%	100.00% World Wide
517675	Whoda	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
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
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
	Where Is Your Heart	Kelly Clarkson	Krevizzuk/Clarkson/Dioguardi	50.00%	50.00% World Wide

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407114	Where the Girls Are	Billy Currington	Beathard/Chaberlain/Currington	33.34%	33.34%	World Wide
106757	Where You Are	Jessica Simpson	Walters/Blancaniello/ 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
45881	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
537805	Why?	Ricky Fante	Deutsch/Fante/Harris/Kats	35.00%	35.00%	Worldwide
113578	Wild	Poe	Danielewski Annie	58.00%	100.00%	World Wide
79560	Wink	Neal McCoy	Dipiero / Shapiro	50.00%	50.00%	WW
94364	Wired For Sound	Cliff Richard	Tarney/Robertson	50.00%	50.00%	World Wide
	Waiting 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
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
618060	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	Learn Rimes	Peirce/Pirson	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
447370	Xtacey Jones	Dru Hill	Quaites/Pearson/Ruffin/Woodard/Weatherspoon	30.00%	30.00%	World Wide
540108	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
28742	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
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
168450	You Gota to Chill	EPMD	Sermon Erick S; Smith Parrish Joseff; Troutman Roger	31.25%	31.25%	World Wide
320474	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
91729	You Really Got Me	The Kinks	Ray Davies	100.00%	100.00%	US, Canada, & Mexico
99866	You Sang To Me	Marc Anthony	Cory Rooney, Marc Anthony	100.00%	100%	Worldwide
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, Tekoma, 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

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EXHIBIT CO 0557

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

March 1, 2005 Agreement

BLANKET RINGTONE LICENSE AGREEMENT

This ringtone license agreement (the "Agreement") is made and entered into as of March 1, 2005 (the "Effective Date"), by and between SONY/ATV MUSIC PUBLISHING LLC, a Delaware limited liability company, 550 Madison Avenue, New York, New York 10022 (hereinafter "Publisher" or "Sony"), on the one hand, and Redacted (hereinafter, "Company"), on the other.

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

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

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

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(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: Redacted of the retail sale price of the Ringtone; or 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.

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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.

(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 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.

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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.

TC

SONY/ATV MUSIC PUBLISHING LLC

By: _____

Name: _____

Title: _____

Date: 6/1/05

Redacted

SCHEDULE A

Song No.	Title	Artist	Writer(s)	US % Collected	US % Licensed (WW-World Wide)
1789	50:50:00	Lemar	ermansen, 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
112899	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/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'Hare	100.00%	100.00% Worldwide
127338	8 Days of Christmas	Destiny's Child	Knowles / McCalla	50%	50.00% Worldwide
110756	9PM	A/B	Tannenberger/Ferreyra/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					
38002	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/Eriksson	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
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/Hilpert	100.00%	100.00% Worldwide
117039	After All	Brett James	James/Davis	50.00%	50.00% World Wide
449448	Agnus Dei	Michael W. Smith	Smith	100.00%	100.00% World Wide
593905	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
130209	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
97562	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	Aqui Tienes	Paulina Rubio	Chris Rodriguez, Manny Benito	50.00%	50% World Wide
566105	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%	58% World wide
512560	All I Have	Jennifer Lopez	Riddick/Dawson/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. d/b/a 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
589	Always Come Back To Your Love	Samantha Mumba	Eriksen / Rustan / Hermansen	33.34%	33.34% Worldwide
398	Always Never The Same	George Strait	McBride/Green	Sony/Atv Songs LLC dba Tree pub. 50% / Big Tractor Music 50%	50.00% Worldwide
58638	Always You	Sophie Zelmani	Zelmani/Halapi/Starkie	100.00%	100.00% World wide
124396	AM TO PM (Spanish Version)	Christina Milian	Milian/ Karlsson/ Winnberg / Lopez	16.67%	16.67% Worldwide
593999	Amor Sin Mentiras	Marc Anthony	Estefano/Anthony	100.00%	100.00% World Wide

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SCHEDULE A

Song #	Title	Artist	Writer/Composer	US % Collected	US % Territory (WW=World Wide)
13587	Amazed	Poe	Danielewski Annie	50.00%	100.00% World Wide
6459	Amazin'	LL Cool J	Smith, Hugo, Williams	50.00%	50.00% World Wide
395339	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	Mark 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
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
78141	Anymore	Travis Tritt	Tritt/Colwell	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
98250	Army	Ben Folds Five	Ben Folds	100.00%	100% World Wide
196078	Around The Way Girl	LL Cool J	Smith/James/Williams	37.50%	38% World Wide
	Ashes Of The Wake	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100% Sony/ATV Songs LLC	100.00% WW
593842	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
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/Rokd/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	Choly 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
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
91036	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
130259	Baya Baya	Saiti Duo	Frits/Severy	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 Ch	Brooks	100.00%	100.00% World Wide
180628	Beds Are Burning	Novespace	Clifford/Hirst/Mogimio/Garrett	100.00%	100.00% World Wide
131824	Beer For My Horses	Toby Keith/Willie Nelson	Emerick/Keith	50.00%	50.00% World Wide
406058	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 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.Clinter, 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.	Sony/ATV Tunes LLC o/b/o Beyonce Publishing, Kelendria Music Publishing & Letoya Music Publishing/Sony/ ATV Tunes (ASCAP) 10%	10.00% World Wide

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SCHEDULE A

Song #	Title	Artist	Writer(s)	US% Collected	US% Territory (WW=World Wide)
925	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
83026	Blackbird	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
421876	Blank Sheet of Paper	Tim McGraw	Warren; Warren; Schlitz	68.88%	68.88% 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
448367	Boom	System Of A Down	Malakian/Tankian/Dolmayan/ Odadjian	100.00%	100.00% World wide
35968	Boot Scootin' Boogie	Brooks & Dunn	Dunn, Ronnie G.	100.00%	100.00% World wide
168465	Boot Call	Blackstreet	Clinton George Jr; Dickey Antwone L; Riley Edward T; Riley Markell Demont; Sermon Erick S; Shider Garry Marshall; Spradley David Lee; Sylvers Leon F III; Troutman Larry; Troutman Roger	37.50%	37.50% World wide
302137	Bootylicious	Destiny's Child	Nicks/Fusari/Knowles/Welsh /Moore	87.50%	87.50% World wide
106535	Born Free	Roger Williams	Barry John/Black Donald	100.00%	100.00% World Wide
116914	Born Slippy	Underworld	Smith/Hyde	100.00%	100.00% World Wide
111400	Born To Fly	Sara Evans	Evans/Hammon/Scott	33.34%	33.34% World Wide
504927	Born To Try	Delta Goodrem	Delta Goodrem/Mtawarira, Audius	100.00%	100.00% World Wide
315523	Bounce	System of a Down	Malakian, Tankian, 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 B4?	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
3843	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
82899	Brick	Ben Folds Five	Folds/Jessie	100.00%	100.00% 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
496337	Brokenheartsville	Joe Nichols	Daniels/Kees/Boudreaux/Mevis	50.00%	50.00% World Wide
118495	Brown Eyes	Destiny's Child	Knowles/Afanasieff	100.00%	100.00% World Wide
129225	Brown Skin	India.Arie	Arie/Sanders/Batson	43%	42.50% World Wide
111338	BUG A BOO	DESTINY'S CHILD	Briggs, Burrus, Knowles, Roberson, Rowland, Luckett	7.50%	7.50% Worldwide
67639	Building A Mystery	Sarah McLachlan	Sarah McLachlan	50.00%	50.00% US
48842	Burnin' For You	Blue Oyster Cult	Meltzer/Roesur	100.00%	100.00% World Wide
108534	Burning Love	Elvis Presley	Linde Dennis	100.00%	100.00% World Wide
208913	Butterfly	Mariah Carey	Carey/Afanasieff	50.00%	50.00% World Wide
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	Quales/Mosley/Howard	50.00%	50.00% World Wide
155408	California Love (remix)	Dr. Dre and Roger Troutman	Troutman/Troutman/Durham/Cunnigham/Hudson/ Hooks	65.00%	65.00% World Wide
81698	Call and Answer	Barenaked Ladies	Duffy/Page	Sony ATV Tunes obo Sony Uk 50% /Treat Baker Music	50.00% Worldwide
288545	Call On Me	ERIC PRYDZ	Sanders, Ramsey, Huggard	25.00%	25.00% WW
104096	Calm Like A Bomb	Rage Against The Machine	De La Rocha/ Commerford/ Morello/Wilk	100.00%	100.00% World Wide
	Candida	Levine/Wine	Tony Orlando & Dawn	Sony/Lastrada 55%	55.00% World Wide
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
133747	Caught In The Middle	Air	Adams / Marazzi / Porter / Mitra	50.00%	50.00% Worldwide
451163	Center Of My heart	Lenny Kravitz	Martin/Dufton/Phillips	33.34%	33.34% World Wide
38093	Chains Of Love	Erasure	Bell/Bell/Martin	100.00%	100.00% World wide
77850	Change Of Heart	Theme	Buie / Cobb	100.00%	100.00% Worldwide
167791	Cheated (To All The Girls I've Cheated On)	Jean Wydell	Jean/Hammond/White/Bailey/David/Robinson/Malbo/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
448384	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
155698	Children of the Ghetto	Mary J. Blinge	Amoo/Amoo	100.00%	100.00% World Wide
297778	Chillin...	Modjo	Rodgers/Edwards/Destagnol.Trachart	20.00%	20.00% World Wide
515443	Chipmunk Song	Alvin & The Chipmunks		100.00%	100.00% World X Europe

SCHEDULE A

Song	Title	Artist	Writer(s)	US % Collected	US % Territory (WW=World Wide)
	Chocolat - Vianne Sets Up Shop	Theme (Incidental Music)	Rachel / Portman	100.00%	100.00% Worldwide
3402					
28866	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
88081	Cigarettes and Alcohol	Oasis	Noel Gallagher	100.00%	100.00% Worldwide
40519	Claire		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					
125911	Clint Eastwood	Gorillaz	Malkomalitis/Arle/Albarn/Hewlett	25.00%	25.00% World Wide
515859	Closest Thing to Crazy	Katie Melua	Bell	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	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
131576	Come to Jesus	Mindy Smith	Mindy Smith	100.00%	100.00% World Wide
84109	Come Together	Beatles	Lennon John/Mc Cartney Paul	64.167% Sony, 35.833 EMI	100.00% World Wide
101412	Computer World	Kraftwerk	Hueter / Schneider-Esleben / Schult / Bartos	75.00%	75.00% Worldwide
113581	Control	Poe	Danielewski Annie	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	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
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% Sony/ATV Tunes LLC obo Sony/ATV Music Publishing Uk Ltd	25.00% Worldwide
58343					
450384	Crying	Roy Orbison	Melsoh/Orbison	62.50%	62.50% US
	Crying At The Discotheque	Alcazar	Rodgers / Edwards / Bard / Wolbeck / Goulos / Hansson	25.00%	25.00% Worldwide
119499					
237984	Daddy Cool	Boney M	Reyam/Faisam	100.00%	100.00% Worldwide
505034	Damn	Fabolous	Edwards, Rodgers, Jackson, Barnes, Oliver	50.00%	50.00% Worldwide
	Dancin' In The Rain	Nicole C. Mullen	Nicole C. Mullen	33.34%	33.34% WW
0156	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
447618	Danger High Voltage	Electric B.	Spencer/Frezza/Newera/ Solph/Martin	100.00%	100.00% World Wide
108507	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
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 Life	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
42398	Department Of Youth	Alice Cooper	Cooper/Ezrin/Wagner	50% Sony, 50% Undercut Music	50.00% World Wide
627647	Deseos de Cosas Imposibles	La Oreja de Van Gogh	Montero/Benegas/Fernandez/Fuentes	100.00%	100.00% World Wide
530610	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
243869	Do Wop (That Thing)	Lauryn Hill	Lauryn Hill	100.00%	100.00% World Wide
546899	Do You Know	Da Band	Jean/Goffin/Nesser/Dupleiss/Hill/John/Stokes/Wat son/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, Young, 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
94249	Don't Change Your Plans	Ben Folds Five	Ben Folds	100.00%	100% World Wide
95	Don't Fear The Reaper	Blue Oyster Cult	Roesor	100.00%	100% World Wide
323	Don't Go	Fefe Dobson	Fefe Dobson	100.00%	100.00% World Wide
96057	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

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SCHEDULE A

Song #	Title	Artist	Writers	US % Collected	US % Territory (WW=World Wide)
50060	Don't Rock the Jukebox	Alan Jackson	Jackson/Murrah/Stegall	50.00%	50.00% World Wide
0755	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
519716	Don't Wanna Lose This Feeling	Dannii Minogue	Minogue/Alexandro/Trollard/ Joly/Khan/Ronald	50.00%	50.00% World Wide
243889	DOO-WOP (THAT THING)	HILL,LAURYN	HILL,LAURYN	100.00%	100.00% World Wide
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 Akinnil B, Jermon 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, Deangelo 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
83938	Drive My Car	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00% World Wide
519639	Drugs or Jesus	Tim McGraw	James, Lindsey, Verges, Mayo	25.00%	25.00% World Wide
340303	Drunk by myself	Nas	Jones /Barnes/Olivier/West	50.00%	50.00% World Wide
108388	Dustic	Beck	Brown/Hargis/Ranson	100.00%	100.00% World Wide
86577	Eastenders Theme	Eastenders	May/Osborne	100.00%	100% World Wide
83937	Eight Days A Week	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
83936	Eleanor Rigby	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00% World Wide
28562	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
44235	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	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
37753	Eternal Flame	Bangles	Steinberg/Kelly/Hoffs	66.67% Sony, 33.33% Bangophile music	66.67% World Wide
24452	Every Little Step	Bobby Brown	Edmonds/Reid	67.50%	67.50% World wide
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
21860	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/McColum	100.00%	100.00% World Wide
130248	Everything	Saint Duo	Frile/Savery	100.00%	100.00% World Wide
106555	Everything I Own	Bread	Gates, David A.	Sony/ATV Tunes LLC (ASCAP)	100.00% World Wide
62223	Everytime I Close My Eyes	Babyface	Edmonds	100.00%	100.00% World Wide
243854	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
317478	Extraordinary	Liz Phair	Phair/Edwards/Spock/Christy	25.00%	25.00% World Wide
48885	F**k With Dre Day	Dr. Dre	Young, Clinton, Spradley, Broadus, Shider	50.00%	50.00% World Wide
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
	Fantastic Voyage	Lakeside	Alexander / Beavers / Craig / Shockley / Stokes / Wood / Mccain / Shelby	100% Sony/ATV Tunes LLC dba Portrait /Solar	100.00% Worldwide
24252	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
100135	Feels So Right	Alabama	Owen	100.00%	100.00% World Wide
	Flors Inquietes	Angela Maria Fororo	Urbe	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/ Mins/Droid	75.00%	75.00% World Wide
537379	First Day of My Life	Rasmus	Yloenen/Rantasalmi/Hietnonen/Hakala	100.00%	100.00% World Wide
83942	Fixing A Hole	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
534777	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
107	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	Kroviazuk/Lavigne	50% Sony/ATV Songs LLC	50.00% World Wide
51210	Frangle Rock	Muppets	P. Balsam, D. Lee-D. Gillis?	100.00%	100.00% World Wide

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SCHEDULE A

Song #	Title	Artist	Writers	US % Collected	US % Territory (WW-World Wide)
	Free	DESTINY'S CHILD	Knowles/Rowland/Drawers/Garrett/Williams	splits are pending	
044540	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	Wyclef / Hill / Michel / Mogriar / Remi / Marie	25.50%	25.50% World Wide
57481	Fumbin Toward Ecstasy	Sarah McLachlan	McLachlan/Marchland	100.00%	100.00% World Wide
027400	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
84113	Get Back	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00% World Wide
330784	Get Free	The Vines	Nicholls	100.00%	100.00% World X Australia/New Zealand
133984	Get This Money	Jay Z & R Kelly	Barnes/Kelly /Carter	25.00%	25.00% World Wide
83949	Getting Better	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
75098	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
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
83951	Glass Onion	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
722808	God Is A DJ	Pink	Mann/Davis/Pink	00.00%	00.00% World Wide
0255	God Is Real	India Aire	arie/sanders/ramsey	25.00%	25.00% World Wide
27214	God, Family & Country	Craig Morgan	Morgan / Morris / McDaniel	33.34%	33.34% Worldwide
505494	God's Will		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/	50.00%	50.00% 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
		Wyclef Jean	Jean, Wyclef	Sony/ATV Tunes LLC / Huss-Zwingli Publishing Inc. (ASCAP) 100%	100.00% Worldwide
77167	Gone Til November				
467828	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
111146	Good Ole 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
	Good Times	Chic	Rogers, Nile G., Bernard Edwards	Sony Songs Tommy Jyml Inc. (BMI) 50%	50.00% World Wide
53742					
106719	Got To Get It	Sugo	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
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. Minya of Antigua-Hungary
404094	Guerilla Radio	Rage Against The Machine	De La Rocha/ Commerford/ Morello/Wilk	100.00%	100.00% World Wide
397	Guilty	Rasmus	Yloenen/Rantasalmi/Heinonen/Hakala	100.00%	100.00% World Wide
0219	Guitars and Tiki Bars	Kenny Chesney	Chesney, Dillon, Tamburino	66.67%	66.67% World Wide
523034	Ha Ha	Tamyra Gray	Walters/Biancaniello/ Gray	25.00%	25.00% World Wide
510101	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	Mathewmon, Adu	100.00%	100.00% World Wide
38701					

SCHEDULE A

Song #	Title	Artist	Writers	US % Collected	US % Licensed	Territory (US/WW/World Wide)
1958	Happiness Is A Warm Gun	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
62931	Happy Radio (Cry Till I Die)	Bradford	Edwin Starr	100.00%	100.00%	World Wide
63957	Hard Day's Night	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
35506	Hard Workin' Man	Brooks & Dunn	Dunn	100.00%	100.00%	World Wide
113567	Haunted	Poe	Danielewski Annie	50.00%	100.00%	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
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,Fultine, as 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
60686	Hello Darlin'	Conway Twitty	Twitty	100.00%	100.00%	Worldwide
63956	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
63960	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
63961	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
537404	Here For The Party	Gretchen Wilson	Wilson/Rich/Alphin	33.33%	33.33%	World Wide
63962	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
63964	Hey Jude	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
77234	Hey Lady	Cam'ron feat Freeaky Zeeaky	C.Giles,E.Iles, V.Babb,F.Visosky, L.Troutman, R.Troutman	33.34%	33.34%	World Wide
60308	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
330769	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
95462	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
133699	Home and Dry	Pet Shop Boys	Tennant/Lowe	100%	100%	World wide
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
63966	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
491656	Hot Mama	Trace Atkins	Shapiro/Boeheard	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 Bentley	Bentley/%	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 Mcs	The Fugees	Hill/Jean/Michel	100.00%	100.00%	World Wide
110127	How To Rob	50 Cent	Barnes/Olive/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
059	How'd I Wind Up In Jamaica	Tracy Byrd	Beatherd/Heeney	100.00%	100.00%	World Wide
252	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

SCHEDULE A

Song #	Title	Artist	Writers	US % Collected	US % Territory (WW=World Wide) Licensed
183	Hush	LL Cool J feat. 7 Aurelius	Smith/Aurelius/Graham/Mims/Bushnell	35%	35.00% World Wide
48500	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
495052	I Believe	Diamond Rio	Keez/Ewing	100.00%	100.00% World Wide
553521	I Believe	Fantasia (Am. Idol)	Gray/Walters/Biancaniello)	33.34%	33.34% 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/Gilmer/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
265121	I Didn't Know My Own Strength	Lorrie Morgan	Byrne / Bowles	25.00%	25.00% Worldwide
51679	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 Austraitia, New Zealand, Belgium, Brazil, UK, Germany, Austria, Switzerland, Italy, Scandinavia, Greece, Holland, South Africa
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
107032	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
123033	I Melt	Rascal Flatts	Levox/Thresher	33.34%	33.34% World Wide
107320	I Miss My Friend	Darryl Worley	Martin / Nestor / Shapiro	58.33%	58.33% Worldwide
74295	I Miss You	Klymaxx	Malsby	100.00%	100.00% World Wide
3653	I Need A Vacation	Rebecca Lynn Howard	Howard/Satcher	50.00%	50.00% World Wide
7993	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
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/Hoggar/Bro wn/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 c/b/o Sony Tunes, Inc. (ASCAP) 60%	60.00% World Wide
110829	I Wanna Be With You	Mandy Moore	Thomas/ Pelkan/ 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 c/b/o S M Y 50%	50.00% World Wide
111068	I Want Candy	Bow wow wow/Aaron Carter	Feldman/Goldstein/Berns/Gottehrer	75.00%	75.00% US
338354	I Want To Live	Josh Gracin	James/Rutherford	50.00%	50.00% World Wide
304059	I Want To With You	Leann Rimes	Shapiro/Rutherford	50.00%	50.00% World Wide
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
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 / Mathis / 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, Pfeifer	85.50%	85.50% World Wide

SCHEDULE A

Song #	Title	Artist	Writers	US % Collected	US % Terrtory (WW-World Wide)
	Ice Ice Baby	Vanilla Ice	Johnson/Van Winkle/Brown	6.66%	6.66% 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
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
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	Dowen/Nystrom/Calderon	33.33%	33.33% World Wide
102019	If Ya Getting Down	Five	Conton / 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
99456					
	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
199708	Will Be Next	Manic Street Preachers			
549320	If You Walk Away	Faith 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
183588	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
46889	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
12611	I'm A Rough Ryder	Drag-On	Quailes/Smalls/Williams/Davis	25.00%	25.00% World Wide
18309	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	58.25%	58.25% 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	Kawohl/Bischof-Fallenstein/Farian	100.00%	100.00% 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.C.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
27846					
	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
91456	In My Life	Juvenile Feat Manny Fresh	Lennon John/Mc Cartney Paul	100.00%	100.00% World Wide
527412	In My Life	The Rasmus	Ylönen,Lauri/Heinonen,Eero/Rantasal	100.00%	100.00% World Wide
289714	In My Lifetime	Jay-Z	Romeo/Burke/Browne/Carter	46.00%	46.00% 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
131872	In Your Eyes	Kylie Minogue	Stannard / Minogue / Gallagher / Howes	25% Sony/AV Tunes LLC obo Sony/ATV Music Publishing UK Ltd.	25.00% Worldwide
38104	In Your Room	The Bangles	Steinberg, Kelly, Holt's	66.67%	66.67% Worldwide
112540	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(s)	US % Collected	US % Territory (WW=World Wide)
1128	Industry	Wyclef Jean	Jean/Duplessis/Whitherspoon/Riser/Dean	37.50%	37.50% World Wide
1363	Innervision	System of a Down	Malakian, Tankian, Odadjian, Dolmayan	100.00%	100.00% World Wide
35133	Innocent	Our Lady Peace	Coutts/Malda/Taggart	100.00%	100.00% World Wide
129519	Insatiable	Darren Hayes	Hayes / Alanasieff	50.00%	50.00% Worldwide
82237	Inside Out	Trisha Yearwood	Adams / Peters	100.00%	100.00% Worldwide
00447	Is Anybody Home	Our Lady Peace	Malda/Lanni	Sony/ATV Tunes dba 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
268013	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	Camão Blanco	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 / Domercus	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
83997	Julia	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00% World Wide
1335	JUMPIN' JUMPIN'	DESTINY'S CHILD	Eliot, Knowles, Moore, Alexander	50.00%	50% Worldwide
2222	JUSQU'A ME PERDRE	Garou	ADAMS BRYAN, KENNEDY ELIOT JOHN	87.50%	87.50% Worldwide
606532	Just A Moment	Nas	B.H. Edwards/Jones, N.J./L. David Lewis/Peacock, C./Rodgers, N.	25.00%	25% Worldwide
38065	Just Can't Get Enough	Depeche Mode	V. Clarke	100.00%	100.00% World Wide
80776	Just Once	Nia	Mann/Weil	100.00%	100.00% World Wide
130109	Just To See You Smile	Tim McGraw	Nesler / Martin	37.50%	37.50% Worldwide
181778	Kaleidoscope Skies	Jam & Spoon	Eilmer/Lonich/Bacharach/Hal/Loefel	31.50%	31.50% World Wide
450707	Kaw-Liga	Hank Williams	Williams/Rose	100.00%	100.00% World Wide
52750	Keep their heads ringin'	Dr. Dre	Brown, Chisholm, Cooks, Yound Robinson, Sneed, Anderson	25.00%	25.00% World Wide
167980	Keep Ya Head Up	2 Pac	Troutman/Shakur/Anderson	31.25%	31.25% World Wide
100165	Keepin' Up	Alabama	R. Fowler/T. Gentry/R. Owen/R. Rogers	100.00%	100.00% World Wide
526873	Keg In The Closet	Kenny Chesney	Chesney/James/Onaly	100.00%	100.00% World Wide
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
539123	Key Lime Pie	Kenny Chesney	Chesney, Anderson, Cannon	33.34%	33.34% World Wide
527941	Kill Myself	Tim McGraw	Diploro, Smith, Terry	33.34%	33.34% World Wide
87111	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
136596	Kissing You	Destree	Weeks/Attack	50.00%	50.00% World Wide
	Knock Three Times	Tony Orlando & Dawn	Brown/Levine	Sony/Lastrada 55%	55% World Wide
333919	Kisiha Las Playas	Las Ketchup	Ruiz/Munoz/Munoz/Munoz	100.00%	100% World Wide
278886	La Bomba	King Africa	Zambrana,Fabio	100.00%	100.00% World Wide
244232	La Brisa	Qpoco	Francisco Manuel Ruiz Gomez	100.00%	100% World Wide
595291	La Locura	Yahir	Alejandro Jaen, Rafael Vergara, William Paz	33.34%	33% World Wide
780	Lady (Hear Me Tonight)	Modjo	Rodgers / Edwards / Destagnol / Trancheri	25.00%	25% World
143	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% Sony/ATV Songs LLC	100.00% WW
51666	Landslide	Dixie Chicks	Stevie Nicks	100.00%	100.00% World Wide
59469	Last Night	Az Yet	Edmonds/Andes	50.00%	50.00% World Wide

SCHEDULE A

Song #	Title	Artist	Writers	US % Collected	US % Licensed	Territory (WW World Wide)
136	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						
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	64.187% 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						
60202	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
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/Nour	25.00%	25.00%	World Wide
	Little Bitty	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
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
40879	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
4120	Long & Winding Road	Beatles	Lennon John/Mc Cartney Paul	64.167% Sony, 35.833 EMI	100.00%	World Wide
29608	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
509802	Lose My Breath	Destiny's Child	Jerkins/Garrett/Knowles/Rowland,M. Williams/Jerkins III/ Daniels, Carla	24.16	24.16%	World Wide
109034	Losing Lisa	Ben Folds	Ben Folds, Frally Hynes	95.00%	95%	World Wide
599668	Lot Of Leavin' Left To Do	Darks Bently	Betley/Ruttan/Beavers		100%	100
	Love At First Sight	Kylie Minogue	Minogue/ Stanard/ Gallagher/ Howes/ Harrington	20.00%	20.00%	Worldwide
131873						
537011	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/Laverty	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
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	Lucifer	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
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
60678	Madman	Silverchair	Johns	100.00%	100.00%	World wide
550382	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						
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
	Mama Said Knock You Out	LL Cool J	Smith/Williams/Morrison/Stewart/Jacobs/Clinton/Collins/McCants/McCants	7.42%	7.42%	World Wide
759						
068	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
101158	Marrakesh Express	Crosby, Stills & Nash	G. Nash	100.00%	100.00%	World Wide

SCHEDULE A

Song #	Title	Artist	Writer(s)	US % Collected	US % Territory (WW World Wide)
008	Martha My Dear	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
063385	Mass Destruction	Faithless	Fraser / Bontovin / 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
594106	Me and Charlie Talking	Miranda Lambert	lambert / lambert/little	33.34%	33.34% World Wide
508817	Me Dedique a Perdarte	Alejandro Fernandez	Garcia	100% Sony Music ent Mx, S.A., De C.V,	100.00% WW
35323	Me Estoy Enamorando	La Mafia	Larinaga	100.00%	100.00% World Wide
84122	Mean Mr. Mustard	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00% World Wide
	Meet In The Middle	Diamond Rio	Hertford/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	51.95%	51.05% World Wide
96249	Mess	Ben Folds Five	Ben Folds	100.00%	100% World Wide
	Message to the Boys	Nas		SPLITS PENDING	
75093	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	Edmonds / 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/Clarkson	50.00%	50.00% World Wide
554458	Money Ain't A Thing	Jermaine Dupri	Arrington/Parker/Carter/Carter/Harkerson/Dupri	50.00%	50.00% World Wide
157977	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/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
11756	Most Girls	Pink	Babyface / Thomas	50.00%	50.00% Worldwide
009	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'	Lil Cool J	James Smith/Johnson	pending	pending
244779	Movin Melodies	ATB	Tanneberger	100.00%	100.00% World Wide
451662	Movin On Without You	Utada Hikaru	Hikaru	100.00%	100.00% World Wide
51164	Mr. Mom	Lonestar	Harbin/Ron/McDonald/Pfrimmer/Don	33.34%	33.34% World Wide
111898	Muppet Show Theme	Muppets	Henson; Pottle	100.00%	100.00% World Wide
208896	Murder Was The Case	Snoop Dogg	Young/Trawick/Griffin/Boradus/Arnaud	37.50%	37.50% World Wide
	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
540975	My Buddy	G-Unit	Brown/Jackson/Lloude/Monicone/Ausar	1667.00%	16.67% Worldwide
448263	My Front Porch Looking In	Lonestar	McDonald/Myers/Pfrimmer	33.33%	33.33% World Wide
304061	My Give A Damn Is Busted	Jo Dee Messina	Diffie/Shapiro/Martin	68.34%	68.34% World Wide
108898	My Heart Is Lost In You	Brooks & Dunn	Beavers/Harrington	50.00%	50.00% World Wide
515813	My Last Name	Dionne Bently	Bentley/Allen	50.00%	50.00% World Wide
157243	My Life	Mary J. Blige	Ayers/Blige/Combs/Dshalle/Thompson	6.25%	6.25% World Wide
95602	My Love Is Your Love	Whitney Houston	Jean Nel Wydot/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 Fanta	Deutsch/Fanta/Harris/Kats	60.00%	60.00% Worldwide
593993	Nada Personal	Marc Anthony	Estefano/Anthony/Reyes	100.00%	100.00% World Wide
540460	Nas Angels...The Flyest	Nas	Jones/Williams/Hugo	16.66%	16.66% World Wide
118500	Nasty Girl	Destiny's Child	Knowles/ Dent / Brassi / Hackett	30.00%	30.00% Worldwide
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
118600	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
22	New York City	John Lennon	Lennon	100.00%	100.00% Worldwide
02500	New York Groove	Ace Frehley	Ballard	100.00%	100.00% Worldwide
109693	Niggas Ain't S**t	Tupac/Dr. Dre	Young/Curry/Wolfe/Taylor/ Beasley/Broadus	18.75%	18.75% World Wide
	Niggaz Done Started Something		Blackman/Betha/Styles/Simmons/Jacobs/Phillips	50.00%	50.00% World Wide
422701	No Matter What They Say	DMX	Rogers, Thompson, Barker, Byrd, Jones, Feliciano, Edwards, Henson, Archer, Beavers,	10.00%	10.00% World Wide
201162		Lil Kim	Taylor, Hill, Joyner, Griffin		

SCHEDULE A

Song #	Title	Artist	Writers	US % Collected	US % Territory (WW=World Wide)
7292	No Me Quiero Enamorar	Kalimba	Domm, Ocerahsky, Bernal	50.00%	50.00% World Wide
289	No Me Tortures	Daniel Rena	Pilote/Danny Lopez	35.00%	35.00% Worldwide
6633	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
495872	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
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
597249	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
593941	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
	Numb/Encore	Jay-Z / Linkin Park	Carter/West	18.75%	18.75% 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
448508	Oh Pretty Woman	Roy Orbison	Dees/Orbison	62.50%	62.50% USA
637906	Oh Yeah	Ricky Fante	Deutsch/Fante/Harris/Kats	35.00%	35.00% Worldwide
540081	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 Chalk	Kenny Chesney	Chesney	100.00%	100.00% World Wide
3829	Omega	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
129117	One Day In Your Life	Anastacia	Blancaniello/Newkirk/Walters	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%	60.00% Worldwide
133884	One Mic	Nas	Jones / Thompson	25.00%	25 WW
84056	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
	One Night Stand	Matchbox	Mikkel/ SE/ Rustan/ Hermansen/ Dixon/ Washington/ Nash	16.66%	16.66% World Wide
133143	One Nite Stand	Sarah Connor	Duplessis/Wyclef/Connor/Fortuna	37.50%	37.50% World Wide
112698	One Sweet Day	Mariah Carey	M. Carey, N. Morris, W. Morris, S.Stockman, M. McCary, W. Afanasieff	35.00%	35.00% World Wide
106975	One Voice	Billy Gilman	Cook, Malloy	50.00%	50.00% World Wide
450370	Only The Lonely	Roy Orbison	Melson/Orbison	50.00%	50.00% World Wide
38068	Only You	Yaz	V. Clarke	100.00%	100.00% World Wide
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
101174	Our House	Crosby, Stills, Nash & Young	G. Nash	100.00%	100.00% World Wide
330810	Outta The Way	The Vines	Nicholls	100.00%	100.00% World X Australia/New Zealand
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
77604	Party To Damascus	Wyclef feat. Missy Elliot	Jean/Duplessis/Elliot	60.00%	60.00% World Wide
145	Pass The Courvoisier	Busta Rhymes	Rodgers/Edwards/Muhammed/Tyler/Linzer/Taylor/ Farred/Smith/Hugo/Woolard/Denny/Lamb/Randal	7.50%	7.50% World Wide
329212	Pass The Courvoisier Part 2	Busta Rhymes	Rodgers/Edwards/Muhammed/Tyler/Linzer/Taylor/ Farred/Smith/Hugo/Woolard/Denny/Lamb/Randal	7.50%	7.50% World Wide
522305	Paul Revere	Beastie Boys	Rubin / Horowitz / McDaniels / Simmons	10.00%	10.00% Worldwide

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SCHEDULE A

Song #	Title	Artist	Writer	US % Collected	US % Terrtory(WW=World Wide) Licensed
9351	Peace of Mind	Josh Gracin	James/Vergos	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	Rubon 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/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
112687					
501899	Persuaders	N/A	Barry	100.00%	100.00% World Wide
805891	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/Bock	100.00%	100.00% Worldwide
447502	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 / Gruvie Music 33.33% / WB Music Corp. Be Le Be Music About Time Music 66.67%	33.33% Worldwide
110510	Place Of My Heart	Janis Joplin	Russell/Ragoboy	16.67%	16.67% World Wide
	Piggy In The Middle	Beatles	Lennon / Mccartney	82.08% Sony, 17.02% EMI	100.00% World Wide
95529					
118573	Play	J-LO	Cory Rooney A. Boggs, A. Birgisson, C. Milian	Sony/ATV Songs / LLC Cori Tiffani Publishing 5% Air Chrysalis Scandinavia (BMI) 31.66% - Marlyn Songs-Universal Music Publishing 63.32%Sony/ATV Songs / LLC Cori Tiffani Publishing	5.00% Worldwide
108852	Please Remember Me	Tim McGraw	Crowell, Jennings	50.00%	50.00% World Wide
37895	POISON	ALICE COOPER	Cooper, Child, McCurry	42.50%	42.50% Worldwide
80878	Polyester Bride	Liz Phair	Phair	100.00%	100.00% World Wide
6482	Pop A Top	Alan Jackson	Stuckey	100.00%	100.00% Worldwide
	Pop Lockin'	Silkk The Shocker	Troutman/Troutman/Hooks/	Sony/Lastrada	37.50% World Wide
125000			Hudson/Broadus/Spillman/ Miller/Brooks	37.5	
45930	Possession	Sarah McLachlan	McLachlan	100.00%	100.00% World X Canada
136853	Power of a Dream	Celine Dion	Edmons/Foster/Thompson	33.34%	33.34% World Wide
528494	Powerless (Say What You Want)	Nelly Furtado	Eaton/West/Furtado/ Horn/Dudley/ McLaren	26.68%	26.68% WW
	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
122023	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				
599863	Quarterbackin	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
52303	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/Reyem/Farian	100.00%	100.00% Worldwide
237989	Rat-Tat-Tat-Tat	Dr. Dre	Curry/Young	100.00%	100.00% Worldwide
	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					
96479	Red Dirt Road	Brooks & Dunn	Brooks/Dunn	100.00%	100.00% World Wide
119	Red Light Special	TLC	Edmonds	100.00%	100.00% World wide
169	Red Red Wine	Neil Diamond/UB40	Diamond	100.00%	100.00% WW
43238	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

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SCHEDULE A

Song #	Title	Artist	Writer(s)	US % Collected	US % Territory (WW=World Wide)
1022	Revolution	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
91898	Rhiannon	Fleetwood Mac	Stevie Nicks	100.00%	100.00% World Wide
	Rich Girl	Gwen Stefani	Kreviazuk/Stefani/Dioguardi/Aliazano	5.00%	5.00% World Wide
512555	Ride	The Vines	Nicholls	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
84025	Rocky Raccoon	Beatles	Lennon, John W. , McCartney, Paul	66.67% Sony, 33.33% EMI	100.00% World Wide
274815	Rose Garden	Lynn Anderson	Joe South	100.00%	100.00% World Wide
448368	Roulette	System of a Down	Malakian, Tankian, Odadjuan, Dolmayan	100.00%	100.00% World Wide
595356	Rub My Back	LL Cool J	James Smith, Tim Mosley	50.00%	50.00% World Wide
	Run For Cover	Sugababes	Lipsey / Donaghy / Buena / Buchanan	Sony/ATV Songs LLC obo Sony UK Ltd 25%	25.00% Worldwide
125150	Run, Run, Run	Ryan Tyler	Powell/Davis/Kayle	33.34%	33.34% World Wide
211045	Salome	Cheyenne	Salgado	100.00%	100.00% World Wide
132199	Same Old Brand New You	A	Adams/Ingerbigdsen/Read/Foster	50.00%	50.00% World Wide
289999	Satisfy You	Puff Daddy / R. Kelly	Walker/Combs/Mcelroy/Foster/Price/Kelly/Greene	10.00%	10.00% World Wide
	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
1341	Say You'll Be there	Spice Girls	Beckham/Brown/Buck/Burton/Chisholm/Halliwell/Kennedy	66.67%	66.67% World Wide
62915	Scandalous	Misteeq	Eriksson/Rustan/Hermansson	16.67%	16.67% World Wide
315518	Science	System of a Down	Malakian, Tankian, Odadjuan, Dolmayan	100.00%	100.00% World Wide
594704	Se Esfuma Tu Amor	Marc Anthony	Salgado/Pagan	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
480036	Secret Ambition	Michael W. Smith	Smith/Kirkpatrick/Ollf	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
54543	Serial Killa	Snoop Dogg	Arnaud/Brown/Middendorf/Broadus/Thomas/Willar	20.00%	20.00% World Wide
69137	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 Benatar	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
334386	Shake Ya Body	Jay Z & R Kelly Murphy Lee, Nelly and	Barnes/Olivier/Kelly/Dewese/Jones/Robinson	20.00%	20.00% World Wide
554336	Shake Ya Tail Feather	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 Dog	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
119250	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
122	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
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

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SCHEDULE A

Song #	Title	Artist	Writer	US % Collected	US % Comp (WW-World Wide)
6181	Sherry's Living In Paradise	Kenny Chesney	Chesney, Mitchel	50.00%	50.00% World Wide
1032	She's A Woman	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
08453	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
100359	Ships That Don't Come In	Joe Diffie	Gibson / Nelson	50.00%	50.00% Worldwide
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 / Hallgeir	33.34%	33.34% Worldwide
102235	Showroom Dummies	Kraftwerk	Hueltor	100.00%	100.00% US
27599	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
76705	Silence	Delerium	Leeb/Fuller/McLachlan	50.00%	50.00% World ex Canada
197906	Silent Murder	Nas	Browne / Jones / Rosero	30.00%	30.00% Worldwide
118098	Sing	Travis	Healy	100.00%	100.00% Worldwide
54902	Sittin' Up In My Room	Brandy	Edmonds	67.50%	67.50% Worldwide
113243	Situation	Yaz	V Clarke/A Moyet	100.00%	100.00% World Wide
549173	Slipped Away	Avril Lavigne	Kraviezuk/Lavigne	50% Sony/ATV Songs LLC	50.00% World Wide
	Slow Ride	Beastie Boys	Rubin/Allen/Brown/Dickenson/Miller/Scott/Goldstein/Horowitz/Diamond/Yauch/Jordan/Levittin	5.00%	5.00% World Wide
234902	Smooth Operator	Sade	Adu/St. John	50.00%	50.00% World Wide
38707					
37820	So Emotional	Whitney Houston	Steinberg/Kelly	100% Sony/ATV Tunes LLC	100.00% World Wide
516380	So Gone	Monica	Elliot/Cunningham/Ryal/Alamouel	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	Mikalia	Engriquez / Erickson /Hermansen /Rustan	30.00%	30.00% Worldwide
177305	So What	Miles David	Davis	100.00%	100.00% Worldwide
	Soldier	Destiny's Child	album due late October		splits pending splits pending
79140	Solitaire	Clay Aiken	Cody/Sedaka	60.63%	60.63% World Wide
50886	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
99885					
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
114845	Someone To Love You	Ruff Endz	Rooney	100.00%	100.00% Worldwide
	Somethin In The Water	Jeffrey Steele	Diplere / 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
516850	Somewhere Between Texas and Mexico	Pat Green	T.Summer,J.Kelley	50.00%	50.00% Worldwide
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/Maida/Taggart	100.00%	100.00% World Wide
5250	Son Of A Preacher Man	Tanya Tucker; Dusty Springfield	Hurley/Wilkins	100.00%	100.00% World Wide
46487	Song For the Dumped	Ben Folds Five	Ben Folds, Darren Jessee	100.00%	100% World Wide
611300	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
402064	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
19					
592	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

SCHEDULE A

Song #	Title	Artist	Writers	US % Collected	US % Terms (WW-World Wide)
11558	Stay For A While	Angie Stone	Wynn/Stone/Hamilton	10.00%	10.00% Worldwide
17679	Steppin'Out	Joe Jackson	Jackson Joe/	100.00%	100.00% World Wide
129194	Stomp	Steps	Rodgers / Edwards / Topham / Twigg / Campbell	25.00%	25.00% Worldwide
29580	Stop	Erasure	Bell/Clarke	100.00%	100.00% World Wide
109850	Stop Being Greedy	DMX	Blackmon/Fields/Masser/Simmons	13.00%	13.00% World wide
48802	Stranded on Death Row	Dr. Dre	Allen/Brown/Hayes/Middendorf/Nichols/Broadus/W	11.00%	11.00% World wide
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
506478	Street Life	Beenie Man	Devin/Hernandez/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
228011	Sugar	System of a Down	Malakian, Tankian, Odadjian, Dolmayan	100.00%	100.00% World Wide
106530	Sugar, Sugar	The Archies	Barry/Kirk	50.00%	50.00% US
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	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
448042	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
601703	Take It Easy (Love Nothing)	Bright Eyes	Oberst	100.00%	100.00% World Wide
524174	Take Me As I Am	Wyclef Jean	Jean/Duplessis/Soanes	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
83719	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
11978	Take You Home With Me aka Body	R. Kelly & Jay-Z	Kelly/Carter/Barnes/Olivier	50.00%	50
49636	Taking Care Of Business	BTO	Randy Bachman	100.00%	100.00% World Wide
56781	TALES FROM THE CRYPT	Danny Elfman	Danny Elfman	100.00%	100.00% World Wide
593992	Ten Gotas Palabras	Marc Anthony	Estefano/Reyes	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
330766	Tears From the Moon	Conjure One	Baertsoen/Nowels/Stelberg	33.34%	33.34% World Wide
109952	Tell Him	The Exciters	Russell	33.33%	33.33% World Wide
87800	Tell Me If You Want Me To	Groove Theory	Lerieux/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
105705	Temptations	Tupac Shakur	R. Troutman/L. Troutman/Murdock/Shakur/Clinton/Spradley/Harvey/Noble/Shider/	50.00%	50.00% World Wide
111426	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
448897	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	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/Edmonds/Clarkson	20.00%	20.00% World Wide
111151	That Ain't Gangsta	50 Cent	West/Wills/Jackson/Jackson	50.00%	50.00% World Wide
48156	That Ain't My Truck	Rhett Akins	Shapiro / Waters /Akins	47.50%	47.50% Worldwide
38234	That Ain't No Way To Go	Brooks & Dunn	Dunn/Brooks/Cook	100.00%	100.00% World Wide
131509	That's A Woman	Mark Wills	Jones/Rutherford	50.00%	50.00% World Wide
517628	That's What I Love About Sunday	Craig Morgan	Dorsey/Narmore	83.33%	83.33% World Wide
137540	That's What She Gets For Loving Me	Brooks & Dunn	Dunn/McBride	50.00%	50.00% World Wide
84105	The Ballad Of John And Yoko	John Lennon	Lennon/McCartney	100.00%	64.17% World Wide
105195	The Best Of Me	Bryan Adams	Adams/Lange	50.00%	50.00% World Wide
48020	The Chain	Fleetwood Mac	Nicks/Fleetwood/Mcvie/McVie/ Buckingham	20.00%	20.00% World wide
48982	The Chair	George Strait	Cochran, Dillon	50.00%	50.00% World Wide
443	The Chipmonk Song	Alvin & The Chipmunks	Bagdasarian	100.00%	100.00% World X UK
684	The Christmas Shoes	Newsong / 3 of Hearts	Ahlstrom /Carswell	50.00%	50.00% WW
116102	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
137099	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

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SCHEDULE A

Song #	Title	Artist	Writers	% Collected	US % Territory (WW=World Wide)
593840	The Faded Line	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100% Sony/ATV Songs LLC	100.00% WW
33738	The First Cut Is the Deepest	Sheryl Crow	Stevens	100.00%	100.00% World Wide
288990	The Flame	Tina Arena	Foreman	100.00%	100.00% World Wide
20453	The Gambler	Kenny Rogers	A.D. Schlitz	100.00%	100.00% World Wide
543456	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
112693	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
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
133508	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
554450	The Nigga You Love To Hate	Ice Cube	Arrington/Parker/Carter/Hankerson/Sadler/Spradle y/Clinton/Shider/Ice Cube	45.00%	45.00% World Wide
84010	The Night Before	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
137925	The Only Thing That Looks Good On Me Is You	Bryan Adams	Adams/Lange	50.00%	50.00% World Wide
101403	The Robots	Kraftwerk	Hutter, Schneider, Bartos	83.33%	83.33% Worldwide
51531	The Secret Of Life	Faith Hill	Peters	Sony/ATV Tunes LLC , Purple Crayon 100%	100.00% Worldwide
120430	The Sentinel	Theme	Cooper / Marlette	50.00%	50.00% Worldwide
549484	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
96010	Theme - King of Queens		Goldsmith Joshua/Gross Andrew/Yuspa Catha	100.00%	100.00% World Wide
140628	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 Something 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	Mobio/Lanni	Sony/ATV Tunes, aka 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/Tiles	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	Rogan / 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
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
495939	Through The Rain	Mariah Carey	Carey/Cole	100.00%	100.00% World Wide
90484	Thunderbirds	Theme	B. Gray	100.00%	100.00% World Wide
554672	Thunderbirds Are Go	Busted	T. Fletcher/J.Bourne/B. Gray, M. Sargent/C. Simpson	25% Sony	25.00% World Wide
84048	Ticket To Ride	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00% World Wide
113007	Til You Do Me Right	After 7	Edmons/Edmons/Edmons	75.00%	75.00% World Wide
17848	Time After Time	Cyndi Lauper	Lauper/Hyman	60.00%	60.00% World Wide
549175	Together	Avril Lavigne	Kreviazuk/Lavigne	50% Sony/ATV Songs LLC	50.00% World Wide
60880	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
231	Tonight	Sara Evans	Johnson/Baker	50.00%	50.00% World Wide
102	Tonite	Snoop Dogg	Durham/Blake	30.00%	30.00% World Wide
17068	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

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SCHEDULE A

Song #	Title	Artist	Writer(s)	US % Collected	US % Terrtory (WW=World Wide)
	Triple Trouble	Beastie Boys	Diamond, Michael Louis; Edwards, Bernard; Horowitz, Adam; Rodgers, Nile Gregory; Yauch, Adam Nathaniel	25.00%	25.00% Worldwide
655653					
5414	Trouble	Elvis Presley; Travis Trift	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
503998	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
508457	U Wanna Be Me	Nas	Jones / Thompson	20.00%	20.00% WW
593620	Unreachable	Ashley Simpson	Simpson, Mann, Fox, Nevil, Frazier	20.00%	20.00% World Wide
	Up, Up And Away	5th Dimension	Webb	Sony/Lastrada- 48.25%	48.25% World Wide
	Upside Down	X3	Edwards / Rodgers	50% Sony/ATV Songs LLC	50.00% Worldwide
53827					
593994	Vale la Pena	Marc Anthony	Estefano/Anthony	100.00%	100.00% World Wide
117148	Video	India Arie	Broady/Hanjie/Sanders/Simpson	60.00%	60.00% World Wide
	Vindicated	Dashboard Confessional	Christopher Carraba	16.67%	16.67% World Wide
134128	Viviendo	Marc Anthony	Anthony/Osorio/Villamizar	15.00%	15.00% World Wide
593987	Volando Entre Tus Brazos	Marc Anthony	Estefano/Reyes	100.00%	100.00% World Wide
496585	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
111069	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%
134109	Way Of Life	3 Wayne	Quattro/Williams/Frech/Carter	12.50%	12.50% World Wide
53029	We Are Family	Sister Sledge	Rodgers/Edwards	50% Sony/ATV Songs LLC	50.00% 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
3883	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 Reeves; 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
290058	West End Girls	Pet Shop Boys	Tennant/Lowe	100.00%	100.00% World Wide
251170	What About Love?	Heart	Allen/Alton/Vallance	68.00%	68.00% World Wide
274085	What Do I Have To Do	Kylie Minogue	Stock/Aken/Waterman	33.34%	33.34% World Wide
124718	What If	Babyface	Edmonds	100.00%	100.00% World Wide
127058	What If She's An Angel	Tommy Shane Steiner	Wayne B.	100.00%	100.00% Worldwide
507909	What Is Love	VMan 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
599979					
137755	What It Ain't	Josh Turner	Mansy/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
503838					
131989	What The World Needs	Wynonna	James/Lamar	50.00%	50.00% World Wide
133936	What Was I Thinkin'	Dierks Bently	Bently/Beavers/Rutten	100.00%	100.00% 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					
545497	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
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
1528	When You Say You Love Me	Josh Groban	Scofield/Hammond	50.00%	50.00% World Wide
1200	When You Think Of Me	Mark Wills	Vargas/James	50.00%	50.00% 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
108767	Where You Are	Jessica Simpson	Walters/Biancanello/ Stamatopoulou/Lachey	90.00%	90.00% World wide

SCHEDULE A

Song #	Title	Artist	Writer(s)	% Collected	% Territory (WW=World Wide)
4689	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
624100	Whiskey Girl	Toby Keith	Emerick/Keith	50.00%	50.00% World Wide
117436	Whiskey Lullabye	Brad Paisley and friends	Anderson/Randall	50.00%	50.00% World Wide
46881	Whiskey Under The Bridge	Brooks & Dunn	Brooks/Dunn/Cook	100.00%	100.00% World Wide
549178	Who Knows	Avril Lavigne	Krevlazuk/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/Kats	35.00%	35.00% Worldwide
113578	Wild	Poe	Donielowski Annie	58.00%	100.00% World Wide
79560	Wink	Neal McCoy	Diplaro / 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
62446	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/Vargas	50.00%	50.00% World Wide
518060	With You	Jessica Simpson	Morin/Marvel/Simpson	38.00%	38.00% World Wide
84782	Within You, Without You	Beatles	Harrison	100.00%	100.00% Worldwide
112008	Wonderwall	Oasis	Gallagher	100.00%	100.00% World Wide
552318	Won't Be Lonely Long	LeAnn Rimes	Pierce/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
447370	Xmacy Jones	Dru Hill	Quates/Pearson/Ruffin/Woodard/Weatherspoon	30.00%	30.00% World Wide
540193	Y Que Va A Ser De Mi	Victoria	Roberto LM, 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
5997	YAKETY SAX (THE BENNY HILL SHOW)	BOOTS RANDOLPH	Randolph, Rich	100.00%	100% Worldwide excluding UK, Ireland, France, Germany, Australasia, Netherlands, Belgium, S. Africa, Brazil
84062	Yellow Submarine	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
84065	Yesterday	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
26742	You	Tom Sharp	Hermes, Nicks/Green, 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
138355	You Can't Take The Honky Tonk Out Of The Girl	Brooks & Dunn	Diplaro/Allmand	50.00%	50.00% World Wide
508390	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 Gotta 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
91729	You Really Got Me	The Kinks	Ray Davies	100.00%	100.00% US, Canada, & Mexico
99866	You Sang To Me	Marc Anthony	Cory Rooney, Marc Anthony	100.00%	100% Worldwide
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
84068	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

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SCHEDULE B

Approved Sublicensees

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

~~(b) *White label distributors/publishers*~~

~~(c) *Carriers*~~

EXHIBIT CO 0558

Document Category

Licenses

Song Code(s):

US Song Code(s)

Song Title(s): N/A

Composer(s): N/A

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

Recording Artist: N/A

Product Title: N/A

Licensee: Redacted

Product Number: N/A

Description: Blanket Ringtone License Agreement w/ Schedule A

February 1, 2005 Agreement

BLANKET RINGTONE LICENSE AGREEMENT

This ringtone license agreement (the "Agreement") is made and entered into as of February 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. 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 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: 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.

(ii) For each Ringtone embodying a Composition hereunder, a non-refundable, non-recoupable fixation and administration fee in the amount of Redacted n 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

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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.

(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

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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.

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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)(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, Colombia, Argentina 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

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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: KANT

Title: _____

Date: 6/1/05

Redacted

(24) TC

Redacted

SCHEDULE A

Song #	Title	Artist	Writers	US % Collected	US % Territory(WW-World Wide) Licensed
769	50:50:00	Lemar	ermansen, 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; DePlessis; Brown; Codet	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
78051	4,3,2,1	LL Cool J	Smith/Redmon/Sermon/ Method Man/Cannibus	15.00%	15.00% World Wide
39005	50,000 Names	George Jones	O'Hara	100.00%	100.00% Worldwide
127338	8 Days of Christmas	Destiny's Child	Knowles / McCalla	50%	50.00% Worldwide
110756	0PM	A3	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
38002	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
137030	A Moment Like This	Kelly Clarkson	Ried/Bofsson	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
67641	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/Hilpert	100.00%	100.00% Worldwide
117039	After All	Brett James	James/Davis	50.00%	50.00% Wotrd Wide
449448	Agnus Dei	Michael W. Smith	Smith	100.00%	100.00% World Wide
593985	Ahora Quien	Marc Anthony	Estefano/Reyes	100.00%	100.00% Worldwide
35360	Ain't Goin' Down Til The Sun Comes Up	Garth Brooks	Willems/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
37582	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
598105	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%	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/Atanasoff	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
	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
65223					
132105	All Rise	Blue	Eriksen / Rustan / Hermansen	30.00%	30.00% Worldwide
83913	All Together Now	Beatles	Lennon/McCartney	66.67%Sony, 33.33% EMI	100.00% World Wide
83914	All You Need Is Love	Beatles	Lennon John/Mc Cartney Paul	66.67%Sony, 33.33% EMI	100.00% World Wide
38041	Alone	Mariah Carey	Steinberg/Kelly	100.00%	100.00% World Wide
41302	Alone Again (Naturally)	Gilbert O'Sullivan	O'Sullivan	100.00%	100.00% World X UK, Japan, SE Asia
20306	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
896	Always Never The Same	George Strait	McBride/Green	Sony/Atv Songs LLC dba Tree pub. 50% / Big Tractor Music 50%	50.00% Worldwide
58038	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
503009	Amar Sin Mentiras	Marc Anthony	Estefano/Anthony	100.00%	100.00% World Wide

SCHEDULE A

Song #	Title	Artist	Writers	US % Collected	US % Territory(WW-World Wide) Licensed
3587	Amazed	Poe	Daniolewski/Annie	50.00%	100.00% World Wide
3459	Amazin'	LL Cool J	Smith, Hugo, Williams	50.00%	50.00% World Wide
35539	America	Neil Diamond	Diamond	100.00%	100.00% WW
331275	American Dream	System of a Down	Malakian, Tankian, Odadjian, Dolmayan	100.00%	100.00% World Wide
449283	American Trilogy	Elvis Presley	Newbury	100.00%	100.00% Worldwide
18027	Amigos	Marc Anthony	Carlos/Carlos	50.00%	50.00% World Wide
83915	And I Love Her	Beatles	Lennon John/Mc Cartney Paul	66.67%Sony, 33.33% EMI	100.00% World Wide
48486	And Our Feelings	Babyface	Edmonds/Simmons	85.00%	85.00% World Wide
24475	And The Beat Goes On	The Whispers	Shelby/Shockley/Sylvers/Smith	66.67%	66.67% World Wide
67832	Angel	Sarah McLauchlan	S McLauchlan	100.00%	100.00% World Excluding Canada
61532	Angels Among Us	Alabama	Goodman/Hobbs	100.00%	100.00% World Wide
78141	Anymore	Travis Tritt	Tritt/Colucci	50.00%	50.00% World Wide
106785	Anytime	Kelly Clarkson	Walters/Biancaniello	50.00%	50.00% US
	Apple Cobbler	LL Cool J	James Smith, Tim Mosley	pending	pending
96250	Army	Ben Folds Five	Ben Folds	100.00%	100% World Wide
198076	Around the Way Girl	LL Cool J	Smith/James/Williams	37.50%	38% World Wide
	Ashes Of The Wake	Lamb of God	Blythe/Morton/Adler W.J/Campbell/ Adler C..	100% Sony/ATV Songs LLC	100.00% WW
593842					
	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
35058	Baby, Baby, Baby	TLC	Edmonds/Reid/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
538204	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
52679	Bad Case Of Loving You	Robert Palmer	John Martin	100% Sony/ATV Songs	100.00% World Wide
	Badaboom	DMX feat. Fabolous	Jackson/Stokes/Scott/Houston	pending	pending World Wide
31936	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	Salt 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
180526	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
496958	Beer Man	Trent Willmon	Bentham/Willmon	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
85198	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.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
41339	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

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SCHEDULE A

Song #.	Title	Artist	Writer/s	US % Collected	US % Territory(WW-World Wide) Licensed
925	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
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 / Yerges / 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
29590	Blue Savannah	Erasure	Bell/Clarke	100.00%	100.00% World Wide
448367	Boom	System Of A Down	Malakian/Tankian/Dolmayan/ Odadjian	100.00%	100.00% 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|icious	Destiny's Child	Nicks/Fusari/Knowles/Welsh /Moore	87.50%	87.50% World wide
106535	Born Free	Roger Williams	Barry John/Black Donald	100.00%	100.00% World Wide
116914	Born Slippy	Underworld	Smith/Hyde	100.00%	100.00% World Wide
111400	Born To Fly	Sara Evans	Evans/Hummon/Scott	33.34%	33.34% World Wide
504927	Born to Try	Delta Goodrem	Delta Goodrem/Mtawarira, Audius	100.00%	100.00% World Wide
315523	Bounce	System of a Down	Malakian, Tankian, Odadjian, Dolmayan	100.00%	100.00% World Wide
	Brand New Man	Brooks and Dunn	Cook, Don Kirby, Brooks, Leon E.	Sony/ATV Songs LLC o/b/o Itself, Tree Publishing Co. & Snowbilly Music (BMI) 66.66%Sony/ATV Tunes LLC o/b/o Fort Kix Music (ASCAP) 33.33%	100.00% World Wide
28725					
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
	Break You	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100% Sony/ATV Songs LLC	100.00% WW
3843					
	Breathe	Blu Cantrell	Martin/Matias/Bemberry/ Bradford/Harris/Joiner/Mathers/ Aznavour	17.50%	17.50% World Wide
504561					
45152	Breathe Again	Toni Braxton	Edmonds	100.00%	100.00% World wide
62699	Brick	Ben Folds Five	Folds/Jessee	100.00%	100.00% 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
496337	Brokenheartsville	Joe Nichols	Daniels/Kees/Boudreaux/Mevis	50.00%	50.00% World Wide
116495	Brown Eyes	Destiny's Child	Knowles/Afanasieff	100.00%	100.00% World Wide
129225	Brown Skin	India.Arie	Arie/Sanders/Datson	43%	42.50% World Wide
111338	BUG A BOO	DESTINY'S CHILD	Briggs, Burrus, Knowles, Roberson, Rowland, Luckett	7.50%	7.50% Worldwide
67839	Building A Mystery	Sarah McLachlan	Sarah McLachlan	50.00%	50.00% US
46842	Burnin' For You	Blue Oyster Cult	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
540917	By The Time I Get To Phoenix	Glen Campbell	Webb	Sony/Lastrad 46.25%	46.25% World Wide
287760	By Your Side	Sade	Denman/Matthewman/Adu/Hale	100.00%	100.00% World Wide
204560	Bye Bye Baby	TQ	Quaites/Mosley/Howard	50.00%	50.00% World Wide
155408	California Love (remix)	Dr. Dre and Roger Troutman	Troutman/Troutman/Durham/Cunnigham/Hudson/ Hooks	65.00%	65.00% World Wide
61898	Call and Answer	Barenaked Ladies	Duffy/Page	Sony ATV Tunes obo Sony Llc 50% /Treal Baker Music	50.00% Worldwide
288545	Call On Me	ERIC PRYDZ	Sanders, Ramsey, Huggard	25.00%	25.00% WW
104096	Calm Like A Bomb	Rage Against The Machine	De La Rocha/ Commerford/ Morello/Wilk	100.00%	100.00% World Wide
	Candida	Levine/Wine	Tony Orlando & Dawn	Sony/Lastrada 55%	55.00% World Wide
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	66.667% Sony, 33.333 EMI	100.00% World Wide
133747	Caught In The Middle	A1	Adams / Marazzi / Porter / Mitra	50.00%	50.00% Worldwide
451168	Center Of My heart	Lenny Kravitz	Martin/Burton/Philips	33.34%	33.34% World Wide
38093	Chains Of Love	Erasure	Bell/Bell/Martin	100.00%	100.00% World wide
27850	Change Of Heart	Theme	Bufe / Cobb	100.00%	100.00% Worldwide
	Cheated (To All The Girls I've Cheated On)	Jean Wydel	Jean/Hammond/White/Bailey/David/Robinson/Malco/Haug/Obrien/Jackson/Mckay/Wright/Leibrand	20.00%	20.00% Worldwide
107791					
127184	Cheatin' On Me	50 Cent	Barnes/Olivier/Jackson/ Burruss/ Gales	33.34%	33.34% World wide
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
155696	Children of the Ghetto	Mary J. Blinge	Amoo/Amoo	100.00%	100.00% World Wide
515443	Chipmunk Song	Alvin & The Chipmunks		100.00%	100.00% World X Europe

SCHEDULE A

Song #	Title	Artist	Writer/s	US % Collected	US % Territory(WW-World Wide) Licensed
	Chocolat - Vianne Sets Up Shop	Theme (Incidental Music)	Rachel / Portman	100.00%	100.00% Worldwide
402					
128556	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
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/Pfirrmer	33.34%	33.34% World Wide
525305					
125911	Clint Eastwood	Gorillaz	Makromallis/Iria/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	Mekka/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
131576	Come to Jesus	Mindy Smith	Mindy Smith	100.00%	100.00% World Wide
84109	Come Together	Beatles	Lennon John/Mc Cartney Paul	64.167% Sony, 35.833 EMI	100.00% World Wide
101412	Computer World	Kraftwerk	Huetter / Schneider-Esleben / Schult / Bartos	75.00%	75.00% Worldwide
113581	Control	Poe	Danielewski Annie	60.00%	100.00% World Wide
3409941	Count On Me	Billy Gilman	Mann/Marrel	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 c/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
160659	Crossover	EPMD	D. Comson, 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					
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					
237984	Daddy Cool	Boney M	Reyam/Farian	100.00%	100.00% Worldwide
505034	Damn	Fabolous	Edwards, Rodgers, Jackson, Barnes, Oliver	50.00%	50.00% Worldwide
	Dancin' In The Rain	Nicole C. Mullen	Nicole C. Mullen	33.34%	33.34% WW
0156	Dancin' Shoeing 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
447816	Danger High Voltage	Electric 6	Spencer/Frezza/Nawaral Selph/Martin	100.00%	100.00% World Wide
166507	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
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% Cony, 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
289232	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
619248	Dixie Rose Deluxe's	Trent Willmon	Heaney / 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/Coffin/Masser/Dupleiss/Hill/John/Stokes/Watson/Wiley/Charwin/Stroese/Nathis	15.00%	15.00% World Wide
548699					
542313	Do You Want Fries With That	Tim McGraw	Beathard, Phillips	50.00%	50.00% World Wide
45709	Doggy Dogg World	Snoop Dogg	Broadus, Youn, Fields, Arnaud, Brown	35.00%	35.00% World Wide
524129	Doin' Time	Sublime	Rubin/Nierowitz/Yauch/Gershwin R/Gershwin I/Nowell/Goodman/Hayward Du/Hayward Do	6.50%	6.50% World Wide
76248	Don't Change Your Plans	Ben Folds Five	Ben Folds	100.00%	100% World Wide
295	Don't Fear The Reaper	Blue Oyster Cult	Roesor	100.00%	100% World Wide
9323	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
227030	Don't Know Much	Bette Midler	Mann/Snow/Weil	75.00%	75.00% World Wide
105436	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

SCHEDULE A

Song #	Title	Artist	Writer/s	US % Collected	US % Territory(WW-World Wide) Licensed
5066	Don't Rock the Jukebox	Alan Jackson	Jackson/Murrah/Stogsell	50.00%	50.00% World Wide
J755	Don't Stop	AFB	A. Tannebemer	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	60.00%	60.00% 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	In Cotti Presents The Inc	Atkins Jeffrey B, Aurelius Sevon 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' 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
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	Dick	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
28562	Emotions	Mariah Carey	Carey/Chillies/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 Gracia	Krosser/Garrett	100.00%	100.00% World Wide
284650	Entre Tus Brazos	Alejandro Fernandez	Fernandez/Estrada	100.00%	100.00% World Wide
593998	Escapemonos	Marc Anthony	Estefano/Reyes	100.00%	100.00% World Wide
270955	Especially For You	Kylie Minogue & Jason Donovan	Stock, Mike/Aitken/Waterman	33.34%	33.34% World Wide
37753	Eternal Flame	Bangles	Steinberg/Kelly/Holly	66.67% Sony, 33.33% Bangophile music	66.67% World Wide
24452	Every Little Step	Bobby Brown	Edmonds/Reid	67.50%	67.50% World wide
83940	Every Little Thing She Does	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
	Every Sip	Lil Cool J	Misap/Mosely/Nelson/Smith	pending	pending
J21880	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	Faye 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					
62223	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
517476	Extraordinary	Liz Phair	Phair/Edwards/Spock/Christy	25.00%	25.00% World Wide
48885	F*** With Dre Day	Dr. Dre	Young, Clinton, Spradley, Broadus, Shider	50.00%	50.00% World Wide
527098	Fallen	Mya	Skelton/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 /Sofar	100.00% Worldwide
24252					
42883	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					
100135	Feels So Right	Alabama	Owen	100.00%	100.00% World Wide
	Fiera Inquieta	Angela Maria Forero	Uribe	100.00%	100.00% World Wide
98460	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
109018	Flower	Liz Phair	Phair	100.00%	100.00% World Wide
74544	For All My Niggaz and Bitches	Snoop Dogg	Allen/Arnaud/Brown/Brandus/Young	50.00%	50.00% World Wide
107	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
526408	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	Kravlazuk/Lavigne	50% Sony/ATV Songs LLC	50.00% World Wide
51210	Fraggle Rock	Muppets	P. Balsam, D. Lee-D. Gillis?	100.00%	100.00% World Wide

SCHEDULE A

Song #	Title	Artist	Writers	US % Collected	US % Licensed	Territory(WW-World Wide)
4540	French Kissing	Kenny Chesney	Chesney	100.00%	100.00%	World Wide
1317	Friends In Low Places	Garth Brooks	Blackwell/Lee	50.00%	50.00%	World Wide
133431	Fu-Gee-La	The Fugees	Wyclefl / Hill / Michel / Mcgrier / Remi / Maria	25.50%	25.50%	World Wide
57481	Fumblin Toward Ecstasy	Sarah McLachlan	McLachlan/Marchland	100.00%	100.00%	World Wide
527400	Funeral Song	Rasmus	Yloenen/Rantasalmi/Heinonen/Hakala	100.00%	100.00%	World Wide
20453	Gambler	Kenny Rogers	Schütz, 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
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
133984	Get This Money	Jay Z & R Kelly	Barnes/Kelly /Carter	25.00%	25.00%	World Wide
83949	Getting Better	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
75998	Getting' Jiggy Wit It	Will Smith	Rodgers / Edwards / Smith	30.00%	30.00%	Worldwide
	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
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
83951	Glass Onion	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	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
95454	God's Will		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/	50.00%	50.00%	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
		Wyclef Jean	Jean, Wyclef	Sony/ATV Tunes LLC / Huss-Zwingli Publishing Inc. (ASCAP) 100%	100.00%	Worldwide
77167	Gone Til November					
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
	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
1740	Green Green Grass Of Home	Tom Jones; Porter Wagoner	Putman	100.00%	100.00%	US, Canada, British Isles, Ireland, Swedon, Denmark, Finland, Norway, Australia, Australasia, Italy, Switzerland, S. Africa, Belgium, Luxemburg, Dr. Boytha & Dr. Moya of Artjus-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
13034	Ha Ha	Tamyra Gray	Watters/Biancaniello/ Gray	25.00%	25.00%	World Wide
10191	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
62931	Happy Radio (Cily Till I Die)	Bradford	Edwin Starr	100.00%	100.00%	World Wide

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SCHEDULE A

Song #	Title	Artist	Writers	US % Collected	US % Territory(WW-World Wide) Licensed
	Hard Day's Night	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00% World Wide
[illegible]6	Hard Workin' Man	Brooks & Dunn	Dunn	100.00%	100.00% World Wide
113567	Haunted	Poe	Danielewski Annie	50.00%	100.00% 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
87118	Hearts Are For When You Want To Love Someone	George Burns/Collin Raye	Gordon/Paxton	Sony/ATV Tunes 50% / Emi-Blackwood Fullness Music, Center Stream Music 50%	50.00% Worldwide
105221	Heed The Word Of The Brother	X-Clan	R. Troutman/Worrell/Collins/Clinton/Hunter/	15.63%	15.63% Worldwide
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
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
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 Freeaky Zeeaky	C.Giles,E.Jiles, V.Babb,F.Visosky, L.Troutman, R.Troutman	33.34%	33.34% World Wide
260306	Hey Lover	LL Cool J	Smith/Temperton	25.00%	25.00% World Wide
`11	Hey Now	Oasis	Noel Gallagher	100.00%	100.00% World Wide
`2	Hey Pretty (lp version)	Poe	Danielewski Annie	50.00%	100.00% 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
110978	Hits From the Bong	Cypress Hill	Hurley/Wains/Muggerud/Froeza	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
643432	Hold Ya Head	Tupac Shakur	Anderson Daryl L, Shakur Tupac Amaru, Troutman Roger, Vincent Stan	50.00%	50.00% World Wide
133599	Home and Dry	Pet Shop Boys	Tennant/Lowe	100%	100% World wide
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
130168	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
603844	Hour Glass	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.	100% Sony/ATV Songs LLC	100.00% WW
543091	House In California	Kelly Mc	Nicholson/Moorp	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
160576	How Do You Fall In Love	Albams	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
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
J6	Hush	Larry Williams / Deep Purple	Joe South	100% Sony/ATV Songs LLC	100.00% World Wide
000983	Hush	LL Cool J feat. 7 Aurelius	Smith/Aurelius/Graham/Mims/Bushnell	35%	35.00% World Wide
45500	I Always Get Lucky With You	Kenny Chesney	Whitson/Church/Powers	100.00%	100.00% World Wide

PA
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SCHEDULE A

Song #	Title	Artist	Writers	US % Collected	US % Territory(WW-World Wide) Licensed
	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
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
209261	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
406266	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
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
107637	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	Lewis/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	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
[illegible]292	I Need To Know	Marc Anthony	Rooney/Anthony	100.00%	100.00% World wide
[illegible]45	I Saw The Light	Hank Williams	Hank Williams	100.00%	100.00% 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/Shoa/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/ Peikes/ 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 ,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 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
56937	I Will Remember You	Sarah McLachlan	McLachlin/Egan/Morenda	40.00%	40.00% World excluding Canada
[illegible]458	I Wish I Didn't Miss You	Angie Stone	Martin / Matias / Huff / McFadden / Whitehead	20.00%	20.00% Worldwide
57	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

SCHEDULE A

Song #	Title	Artist	Writer/s	US % Collected	US % Territory(WW-World Wide): Licensed
	Ice Ice Baby	Vanilla Ice	Johnson/Van Winkle/Brown	6.66%	6.66% World Wide
45900					
100561	If	Bread	Gates David A	100.00%	100.00% World Wide
447340	If Heaven	Andy Griggs	Peters	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
80203	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	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
198708	Will Be Next	Manic Street Preachers			
549320	If You Walk Away	Faith 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
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
122811	I'm A Rough Ryder	Drag-On	Quattes/Smalls/Williams/Davis	25.00%	25.00% World Wide
18309	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
505095	I'm Glad	Jennifer Lopez	Rooney/Lopez/ Oliver/Weaver	80.00%	80.00% World wide
130268	I'm Gonna Be Alright	Jennifer Lopez	Lopez/Rooney/Oliver/Cook/ Lapread	50.00%	50.00% World wide
237724	I'm Gonna Miss You	Milly Vanilly	Kawohl/Bischof-Fallenstein/Farian	100.00%	100.00% 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
83995					
		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 Manny Fresh	Lennon John/Mc Cartney Paul	100.00%	100.00% World Wide
527412	In My Life	The Rasmus	Ylönen,Lauri/Heinonen,Eero/Rantasal	100.00%	100.00% World Wide
289714	In My Lifetime	Jay-Z	Romeo/Burks/Browne/Carter	48.00%	48.00% World Wide
106531	In The Ghetto	Presley, Elvis	M Davis	75.00%	75.00% World Wide
527402	In the Shadows	Rasmus	Ylonen/Rantasalmi/Heinonen/Hakala	100.00%	100.00% World Wide
58345	In The Summertime	Mungo Jerry	Ray Dorset	50.00%	50.00% World Wide
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
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/Roser/Deen	37.50%	37.50% World Wide
448383	Innervision	System of a Down	Malakian, Tankian, Odadjian, Dolmayan	100.00%	100.00% World Wide

SCHEDULE A

Song #	Title	Artist	Writer/s	US % Collected	US % Licensed	Territory(WW-World Wide)
5133	Innocent	Our Lady Peace	Coutts/Maida/Taggart	100.00%	100.00%	World Wide
9519	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 obo Sony Canada & Under Zenith Pub 50% / Lanni Tunes 50%	50.00%	Worldwide
593756	Island Boy	Kenny Chesney	Chesney, Vesser, Tambourine	33.34%	33.34%	World Wide
298013	It's a Sin	Pet Shop Boys	Tennant/Lowe	100.00%	100.00%	World Wide
114251	It's Alright To Be A Redneck	Alan Jackson	MacLaughlin / Kenner	1250.00%	12.50%	Worldwide
501148	It's Getting Better All the Time	Brooks & Dunn	Cook/Bowman	100.00%	100.00%	Worldwide
24952	It's No Crime	Babyface	Edmonds/Reid/Simmons	41.67%	41.67%	World Wide
117318	Its No Secret	Kylie Minogue	Aitken/Stock/Waterman	33.34%	33.34%	World Wide
83091	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/Barbela/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
517063	Jenny From the Block	J Lo	Oliver, Oliver, Deyo, Lopez, Oliver Barnes	9.20%	9.20%	World Wide
81942	Jenny Jenny	Little Richard	Johnson Enotris/Penniman Richard W	100.00%	100.00%	World Wide
518391	Jeopardy Theme	n/a	Griffen	100.00%	100.00%	World Wide
118727	Jezebel	Chely Wright	Hummon / Demarcus	50% 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
83997	Julia	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
111335	JUMPIN' JUMPIN'	DESTINY'S CHILD	Elliot, Knowles, Moore, Alexander	50.00%	50%	Worldwide
332222	JUSQUA ME PERDRE	Garou	ADAMS BRYAN, KENNEDY ELIOT JOHN	87.50%	8750%	Worldwide
18003	Just Can't Get Enough	Depeche Mode	V. Clarke	100.00%	100.00%	World Wide
70776	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/Bacharach/Hal/Loefel	31.50%	31.50%	World Wide
450707	Kaw-Liga	Hank Williams	Williams/Rose	100.00%	100.00%	World Wide
52750	Keep their heads ringin'	Dr. Dre	Brown, Chisholm, Cooks, Yound Robinson, Snead, Anderson	25.00%	25.00%	World Wide
167960	Keep Ya Head Up	2 Pac	Troutman/Shakur/Anderson	31.25%	31.25%	World Wide
100165	Keepin' Up	Alabama	R. Fowler/T. Gentry/R. Owen/R. Rogers	100.00%	100.00%	World Wide
526873	Keg In The Closet	Kenny Chesney	Chesney/James/Orlaly	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
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
156598	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
276668	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
505291	La Locura	Yahir	Alejandro Jaen, Rafael Vergara, William Paz	33.34%	33%	World Wide
114280	Lady (Hear Me Tonight)	Modjo	Rodgers / Edwards / Deslagnol / 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% Sony/ATV Songs LLC	100.00%	WW
51086	Landslide	Dixie Chicks	Stevie Nicks	100.00%	100.00%	World Wide
59459	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

SCHEDULE A

Song #	Title	Artist	Writers	US % Collected	US % Territory(WW-World Wide) Licensed
2301	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	Lin feat. Wyclaf 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/Lenni/Taggart/Coutts	Sony/ATV Tunes 80%	80.00% Worldwide
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 Billy	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 Arms Music 33.33%	33.34% Worldwide
46870	Little Mice Honky Tonk	Brooks & Dunn	Dunn	100.00% SPLITS PENDING	100.00% World Wide
	Live Now	Nas			
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
129098	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					
14345	Look At Us	Craig Morgan	Morgan/Cannon/Bastian	68.67%	68.67% World Wide
399802	Lose My Breath	Destiny's Child	Jenkins/Garrett/Knowles/Rowland,M. Williams/Jenkins III/ Daniels, Carle	24.16	24.16% World Wide
109034	Losing Lisa	Ben Folds	Ben Folds, Fraily Hynes	95.00%	95% 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 Fanto	Deutsch/Fanto/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
91608					
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
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
509459	Luv U Better	LL Cool J	Smith/Williams/Hugo	33.34%	33.34% World Wide
48801	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
60678	Madman	Silverchair	Johns	100.00%	100.00% World wide
550382	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					
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
	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/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	Marrakech 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
553386	Mass Destruction	Faithless	Fraser / Bentovim / Armstrong / Nut	26.67%	26.67% World Wide

SCHEDULE A

Song #	Title	Artist	Writers	US % Collected	US % Territory(WW-World Wide) Licensed
1121	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
594108	Me and Charlie Talking	Miranda Lambert	lambert / lambert/little	33.34%	33.34% World Wide
508517	Me Dodique a Perdurte	Alejandro Fernandez	Garcia	100% Sony Music ent Mx, S.A. De C.V.	100.00% WW
35323	Me Estoy Enamorando	La Mafia	Lamnega	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	Hartford/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	51.95%	51.95% World Wide
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/Cartad/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/Jernberg	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
00145					
	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	Tannebeiger	100.00%	100.00% World Wide
244779	Movin On Without You	Utada Hikaru	Hikaru	100.00%	100.00% World Wide
451662	Mr. Mom	Lonestar	Horbin/Ron/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/Doredus/Arnaud	37.50%	37.50% World Wide
208896	My All	Mariah Carey	Carey/Afanasieff	50.00%	50.00% 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-Uni	Brown/Jackson/Lloude/Morricone/Ausar	1667.00%	16.67% Worldwide
448203	My Front Porch Looking In	Lonestar	McDonald/Myers/Pfrimmer	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	Diarks Bently	Bentley/Allen	50.00%	50.00% World Wide
157243	My Life	Mary J. Blige	Ayers/Blige/Combs/Delvalle/Thompson	6.25%	6.25% World Wide
95602	My Love Is Your Love	Whitney Houston	Jean Nel Wyclef/Duplessis	75.00%	75.00% World Wide
22100	My My My	ARMAND VAN HELDEN	Edmunds, Simmons	65.62%	65.62% WW
28325	My Next Broken Heart	Brooks & Dunn	Cook/Dunn/Brooks	100.00%	100.00% World Wide
125569	My Oedipus Complex	Kid Rock	Peters/ Ritchie	5.00%	5.00% World Wide
537908	My Song	Ricky Fante	Deutsch/Fante/Harris/Kats	60.00%	60.00% Worldwide
593993	Nada Personal	Marc Anthony	Estefanol/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
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
110608	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	Tina/Dr. Dre	Young/Curry/Wolfe/Taylor/ Beasley/Broadus	18.75%	18.75% World Wide
	Niggaz Done Started Something		Blackman/Betha/Styles/Simmons/Jacobs/Philips	50.00%	50.00% World Wide
22701		DMX			
597292	No Me Quiero Enamorar	Kalimba	Domm, Ocaransky, 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	

SCHEDULE A

Song #	Title	Artist	Writers	US % Collected	US % Territory(WW-World Wide) Licensed
1525	No One Else On Earth	Wynonna	Colucci / Harris / Lorber	41.67%	41.67% World Wide
827	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	Roche / Commerford / Morello / Wilk	100.00%	100.00% Worldwide
77879					
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
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					
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
	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
	Numb/Encore	Jay-Z / Linkin Park	Carter/West	18.75%	18.75% World Wide
907596	Ob La Di Ob La Da	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00% World Wide
318997	Objection	Shakira	Mebarak	100.00%	100.00% World Wide
116758	Ocean Spray	Manic Street Preachers	Moore/Jones/Bradfield	100.00%	100.00% World Wide
84123	Oh Darling	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00% World Wide
38112	Oh L'Amour	Erasure	Bell/Clarke	100.00%	100.00% World Wide
448598	Oh Pretty Woman	Roy Orbison	Dees/Orbison	62.50%	62.50% USA
537908	Oh Yeah	Ricky Fante	Deutsch/Fante/Harris/Kats	35.00%	35.00% Worldwide
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
	Omerta	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100% Sony/ATV Songs LLC	100.00% WW
593826					
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
	One Gun	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100% Sony/ATV Songs LLC	100.00% WW
593839					
79449	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	Mikkel/ SE/ Rustan/ Hermansen/ Dixon/ Washington/ Nash	16.66%	16.66% World Wide
138143	One Nite Stand	Sarah Connor	Duplessis/Wydel/Connor/Fortuna	37.50%	37.50% World Wide
	One Sweet Day	Mariah Carey	M. Carey, N. Morris, W. Morris, S.Stockman, M. McCary, W. Manasieff	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%	50.00% World Wide
38068	Only You	Yaz	V. Clarke	100.00%	100.00% World Wide
504336	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
101174	Our House	Crosby, Stills, Nash & Young	G. Nash	100.00%	100.00% World Wide
330810	Outta The Way	The Vines	Nicholls	100.00%	100.00% World X Australia/New Zealand
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
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	1.50%	1.50% World Wide
522305					
1780	Paul Revere	Beastie Boys	Rubin / Horowitz / McDaniels / Simmons	10.00%	10.00% Worldwide
38351	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

SCHEDULE A

Song #	Title	Artist	Writer/s	US % Collected	US % Territory(WW-World Wide) Licensed
1454	Penny Lane	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00% World Wide
528085	Per Te	Josh Groban	Afanasiff/Groban/Manuangel	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
38295	Philosophy	Ben Folds Five	Folds	100.00%	100.00% Worldwide
307794	Piano	Glassjaw	Palumbo/Beck	100.00%	100.00% Worldwide
106713	Picture Perfect	Angela Via	Trullinger/Cosgrove/Clark	Sony/ATV Tunes LLC / Gavia Music 33.33% / WB Music Corp. Be Le Be Music, About Time Music 66.67%	33.33% Worldwide
110510	Piece Of My Heart	Janis Joplin	Russell/Ragobey	16.67%	16.67% World Wide
	Piggy In The Middle	Beatles	Lennon / Mccartney	82.08% Sony, 17.92% EMI	100.00% World Wide
95529					
118573	Play	J-LO	Cory Rooney A Dagge, A. Birgisson, C. Milian	Sony/ATV Songs / LLC Cori Tiffani - Publishing 5% Air Chrysalis Scandinavia (BMI) 31.66% Martyn Songs- Universal Music Publishing 63.32%Sony/ATV Songs / LLC Cori Tiffani Publishing	5.00% Worldwide
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
	Pop Lockin'	Sikk The Shocker	Troutman/Troutman/Hooks/ Hudson/Broadus/Spillman/ Miller/Brooks	Sony/Lastrada 37.5	37.50% World Wide
25000					
45930	Possession	Sarah McLachlan	McLachlan	100.00%	100.00% World X Canada
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
	Pretty Paper	Roy Orbison	Nelson	100.00%	100.00% Worldwide EX - Australia, New Zealand, Benelux, Brazil, UK, Germany Austria, Switzerland, Italy, Scandinavia, Denmark, Iceland, and France
4661					
54541	Pump Pump	Snoop Dogg	Malik/Broadus/Young	50.00%	50.00% Worldwide
	Pure and Simple	Hear Say	Clarkson / Hawes / Kirtley	33.34%	33.34% Worldwide
534809					
60682	Pure Massacre	Silverchair	Johns/Gillies	100.00%	100.00% World Wide
122025	Push It	Salt n Pepa	Ray Davis/Herby Azor	2.00%	2.00% Can/Mex/USA
327976	Put It In Your Mouth	Akinyele	Hargis/Adams/Jeffries	100.00%	100.00% World Wide
	Put Your Hands Where My Eyes Can	Busta Rhymes	Seals/Smith	50.00%	50.00% World Wide
450185	See				
599865	Quarterbackin	E40	Adams/Stevens/Thornton/Thornton	50.00%	50.00% World Wide
527450	Que Llore	Sin Bandora	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/Houtke/Schneider	100.00%	100.00% World Wide
523013	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
	Reaper (Don't Fear The)	Blue Oyster Cult	Roeser, Donald	Sony/ATV Tunes, LLC (ASCAP) 100%	100.00% World excluding GAS and East Europe
602171					
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.J/Campbell/ Adler C.,	100% Sony/ATV Songs LLC	100.00% WW
693837					
526733	Re-offender	Travis	Healy	100.00%	100.00% Worldwide
341951	Requiem For A Dream Theme	Clint Mansell	Mansell	12.50%	12.50% World Wide
772712	Respectable	Mel and Kim	Stock/Aitken/Waterman	33.34%	33.34% World Wide
1022	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
	Rich Girl	Gwen Stefani	Krewlazik/Stefani/Dioguardi/Aliazano	5.00%	5.00% World Wide
512555	Ride	The Vines	Nicholls	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	67.50%	67.50% World Wide

BD
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SCHEDULE A

Song #	Title	Artist	Writer/s	US % Collected	US % Territory(WW-World Wide) Licensed
	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
84025	Rocky Raccoon	Beatles	Lennon, John W. , McCartney, Paul	66.67% Sony, 33.33% EMI	100.00% World Wide
274815	Rose Garden	Lynn Anderson	Joe South	100.00%	100.00% World Wide
448368	Roulette	System of a Down	Malakian, Tankian, Odadjuan, Dolmayan	100.00%	100.00% World Wide
595358	Rub My Back	LL Cool J	James Smith, Tim Mosley	50.00%	50.00% World Wide
	Run For Cover	Sugababes	Lipsey / Donoghy / Buona / Buchanan	Sony/ATV Songs LLC obo Sony UK Ltd 25%	25.00% Worldwide
125150	Run, Run, Run	Ryan Tyler	Powell/Davis/Kayle	33.34%	33.34% World Wide
506746	Salome	Chayanne	Salgado	100.00%	100.00% World Wide
211945	Same Old Brand New You	A1	Adams/Ingerbigdsen/Read/Foster	50.00%	50.00% World Wide
132109	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	Scandalous	Mistoeq	Eriksen/Ruston/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
4028	Sergeant 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
480836	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/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
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	Manasoff/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
544258	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
133065	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
14065	She'll Leave You With A Smile	George Strait	Knowles/Blackmon	50.00%	50.00% World Wide
8181	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

SCHEDULE A

Song #	Title	Artist	Writer/s	US % Collected	US % Territory(WW-World Wide) Licensed
0359	Ships That Don't Come In	Joe Diffie	Gibson / Nelson	50.00%	50.00% Worldwide
2133	Show Me Love	Robin S / DJ Tonka	Mcfarlane/George	100.00%	100.00% Worldwide
110235	Show Me The Meaning Of Being Lonely	Backstreet Boys	Herbert Crichlow/Max Martin	50.00%	50.00% World wide
102235	Show Me The Way To Your Love	Hear' Say	Eriksson / Hermansen / Hatgelr	33.34%	33.34% Worldwide
27599	Showroom Dummies	Kraftwerk	Hueller	100.00%	100.00% US
	Sick Days	Michael Ness	Michael Ness	100.00%	100.00% World Wide
118102	Side	Travis	Healy	100% Sony/ATV Songs LLC obo Sony/ATV Music Publishing UK Ltd.	100.00% Worldwide
434266	Siempre Hay Milagros	Myra	Kennedy/Sheyne	50.00%	50.00% World Wide
452935	Signs	Tesla	Emmerson	50.00%	50.00% World Wide
76705	Silence	Delerium	Leeb/Fuller/McLachlan	50.00%	50.00% World ex Canada
197906	Silent Murder	Nas	Browne / Jones / Rocro	30.00%	30.00% Worldwide
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
234002	Slow Ride	Beastie Boys	Rubin/Allen/Brown/Dickerson/Miller/Scott/Goldstein/Horowitz/Diamond/Yauch/Jordan/Levitin	5.00%	5.00% World Wide
38707	Smooth Operator	Sade	Adu/St. John	50.00%	50.00% World Wide
37820	So Emotional	Whitney Houston	Steinberg/Kelly	100% Sony/ATV Tunes LLC	100.00% World Wide
516380	So Gone	Monica	Elliot/Cunningham/Ryel Ahmonrel	50.00%	50.00% Worldwide
111337	So Good	Destiny's Child	Knowles,Beyonce / Rowland,Kelendria T. / Roberson,Latavia / Luckett,Letoya / Driggs,Kevin / Burruss,Kandi L.	15.00%	15.00% Worldwide
113167	So In Love With Two	Mikaila	Engriquez / Erickson /Hermansen /Rustan	30.00%	30.00% Worldwide
177305	So What	Miles David	Davis	100.00%	100.00% Worldwide
	Soldier	Destiny's Child	album due late October		splits splits pending pending
19140	Solitaire	Clay Aiken	Cody/Sedaka	60.63%	60.63% World Wide
50660	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.J. 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
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/Vanl loy	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	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	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.Summar,J.Kelley	50.00%	50.00% Worldwide
596399	Somewhere In the Sun	Kenny Chesney	Chesney, Holt, Tucker, Hobdy	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
90176	Sorry Suzanne	Hollies	Anthony Gordon/Stephens Geoffrey	50.00%	50.00% World Wide
602034	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	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
601558	Stay For A While	Angie Stone	Wynn/Stone/Hamilton	10.00%	10.00% Worldwide
447879	Steppin'Out	Joe Jackson	Jackson Joe/	100.00%	100.00% World Wide
129194	Stomp	Steps	Rodgers / Edwards / Topham / Twigg / Campbell	25.00%	25.00% Worldwide
29580	Stop	Erasure	Bell/Clarke	100.00%	100.00% World Wide
109850	Stop Being Greedy	DMX	Blackmon/Fields/Masser/Simmons	13.00%	13.00% World wide

SCHEDULE A

Song #	Title	Artist	Writer/s	US % Collected	US % Territory(WW-World Wide) Licensed
1692	Stranded on Death Row	Dr. Dre	Allen/Brown/Hayes/Middendorf/Nichols/Broadus/W	11.00%	11.00% World wide
1037	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
228011	Sugar	System of a Down	Malakian, Tankian, Odadjian, Dolmayan	100.00%	100.00% World Wide
274432	Sugar Sugar	Archies	Barry/Kim	100.00%	100.00% World Wide
106530	Sugar, Sugar	The Archies	Barry/Kim	50.00%	50.00% US
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/o/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
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	Pete Dobson	Dobson/Levine	100.00%	100.00% World Wide
93045	Take Me Out To The Ballgame		Norworth/Von Tilzer	75.00%	75.00% World Wide
93719	Take On Me	A-Ha	Pal Waaktaar / Magne Furuholmen / Morten Harket	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
56781	TALES FROM THE CRYPT	Danny Elfman	Danny Elfman	100.00%	100.00% World Wide
593092	Tan Solo Palabras	Marc Anthony	Estefano/Reyes	100.00%	100.00% World Wide
54780	Taxman	Beatles	Harrison	100.00%	100.00% Worldwide
14780	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
330758	Tears From the Moon	Conjure One	Baertsoen/Nowels/Sloiberg	33.34%	33.34% World Wide
109052	Tell Him	The Exciters	Russell	33.33%	33.33% World Wide
87800	Tell Me If You Want Me To	Groove Theory	Lamont/Wilson/Brown	50.00%	50.00% World Wide
8263	Tell Me Something Bad About Tulsa	George Strait	Lane	100.00%	100.00% World Wide
109312	Telluride	Tim McGraw	Cornelius/Venges	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
448897	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	Wilson / Turner	100.00%	100.00% Worldwide
64540	Tha 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	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
517626	That's What I Love About Sunday	Craig Morgan	Dorsey/Narmore	83.33%	83.33% World Wide
137540	That's What She Gets For Loving Me	Brooks & Dunn	Dunn/McBride	50.00%	50.00% World Wide
84105	The Ballad Of John And Yoko	John Lennon	Lennon/McCartney	100.00%	64.17% World Wide
105195	The Best Of Me	Bryan Adams	Adams/Lange	50.00%	50.00% World Wide
46020	The Chain	Fleetwood Mac	Nicks/Fleetwood/Mcvie/McVie/ Buckingham	20.00%	20.00% World wide
68982	The Chair	George Strait	Cochran, Dillon	50.00%	50.00% World Wide
515443	The Chipmonk Song	Alvin & The Chipmunks	Bagdasarian	100.00%	100.00% World X UK
114584	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	Laser/Emerick	75.00%	75.00% World Wide
37090	The Color Of Love	Babyface	Edmonds	100.00%	100.00% World Wide
3930	The Continuing Story Of Bungalow Bill	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
40890	The Doctor's Office	Dr. Dre	Curry/Young	100.00%	100.00% World Wide
593849	The Faded Line	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100% Sony/ATV Songs LLC	100.00% WW
33738	The First Cut Is the Deepest	Sheryl Crow	Stevens	100.00%	100.00% World Wide
288990	The Flame	The Arena	Foreman	100.00%	100.00% World Wide
20453	The Gambler	Kenny Rogers	A.D. Schitz	100.00%	100.00% World Wide

SCHEDULE A

Song #	Title	Artist	Writer/s	US % Collected	US % Temtory(WW-World Wide) Licensed
13466	The Girl's Gone Wild	Travis Tritt	DiPiero/Rutherford	50.00%	50.00% World Wide
1148	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
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/Sadler/Spradle y/Clinton/Shider/Ice Cube	45.00%	45.00% World Wide
84010	The Night Before	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
137925	The Only Thing That Looks Good On Me Is You	Bryan Adams	Adams/Lange	50.00%	50.00% World Wide
101403	The Robots	Kraftwerk	Hutter, Schneider, Bartos	83.33%	83.33% Worldwide
51531	The Secret Of Life	Faith Hill	Peters	Sony/ATV Tunes LLC , Purple Crayon 100%	100.00% Worldwide
128438	The Sentinel	Theme	Cooper / Mariette	50.00%	50.00% Worldwide
549464	The World Needs a Drink		Beathard / Church	100.00%	100.00% Worldwide
517658	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/Tlos	35.00%	35.00% Worldwide
67558	Think Of You	Usher	Jeffrey/Combs/Thompson/Evans/Jones	50.00%	50.00% World Wide
76410	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	Erikson/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
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. Gray	100.00%	100.00% World Wide
554672	Thunderbirds Are Go	Busted	T. Fletcher/J.Bourne/B. Gray, M. Sergent/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
60680	Tomorrow	Silverchair	Johns / Giles	100.00%	100.00% Worldwide
84050	Tomorrow Never Knows	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
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
101406	Tour De France	Kraftwerk	Hutter/Shult/Bartos	83.34%	83.34% US
131850	Toxicity	System of a Down	Malakian, Tankian, Odadjian, Dolmayan	100.00%	100.00% World Wide
31422	Tragedy	Marc Anthony	Rooney/Thomas	50.00%	50.00% World wide
80439	Trans Europe Express		Schult/Heutter	100.00%	100.00% World wide
131260	Transformers Theme	n/a	Kinder/Bryant	100.00%	100.00% World Wide
555653	Tribute To A Woman	Ginuwine	Oliver / Lumpkin	50.00%	50.00% Worldwide
6414	Triple Trouble	Beastie Boys	Diamond, Michael Louis; Edwards, Bernard; Horowitz, Adam; Rodgers, Nile Gregory; Yauch, Adam Nathaniel	25.00%	25.00% Worldwide
37836	Trouble	Elvis Presley; Travis Tritt	Chesnut	100.00%	100.00% World Wide
	True Colors	Cyndi Lauper	Steinberg / Kelly	100.00%	100.00% Worldwide

SCHEDULE A

Song #	Title	Artist	Writers	US % Collected	US % Territory(WW-World Wide) Licensed
	Try	Nelly Furtado	West/Furtado	40.00%	40.00% World Wide
16491					
332852	Trying to Find Atlantis	Jamie O'Neal	Waters/Turner	100.00%	100.00% World Wide
503998	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
506457	U Wanna Be Me	Has	Jones / Thompson	20.00%	20.00% WW
593620	Unreachable	Ashley Simpson	Simpson, Mann, Fox, Nevil, Frazier	20.00%	20.00% World Wide
	Up, Up And Away	5th Dimension	Webb	Sony/Lastrada 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/Villanizar	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	Krevlazuk/Malda/Dioguardi/Clarkson	30.00%	30.00% World Wide
111008	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	Cushes/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
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
93003	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
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
124710	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
599679					
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					
131069	What The World Needs	Wynonna	James/Lamar	50.00%	50.00% World Wide
133936	What Was I Thinkin'	Dierks Bentley	Bently/Beavers/Rutlan	100.00%	100.00% 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
517676	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
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
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
	Where Is Your Heart	Kelly Clarkson	Krevlazuk/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	50.00%	50.00% 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	White Appeal	Babyface	Edmonds/Reid	83.14%	83.14% World Wide
524100	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

SCHEDULE A

Song #	Title	Artist	Writer/s	US % Collected	US % Territory(WW-World Wide) Licensed
19178	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	50.00%	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
62446	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
516060	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
38749	Written In The Stars	Rhonda Vincent	Majeski/Orrall	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	Roberts 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, Australiasia, Netherlands, Belgium, S. Africa, Brazil
84062	Yellow Submarine	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
84065	Yesterday	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide
26742	You	Ten Sharp	Hermes, Niels/Groen, Tom	100.00%	100.00% World Wide
39637	You Ain't Seen Noghin' Yet	BTO	Randy Bachman	100.00%	100.00% World Wide
136124	You Are Everything	Dru Hill	Cousin/Andrews	50.00%	50.00% World Wide
138355	You Can't Take The Honky Tonk Out Of The Girl	Brooks & Dunn	Diplero/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
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
91729	You Really Got Me	The Kinks	Ray Davies	100.00%	100.00% US, Canada, & Mexico
99866	You Sang To Me	Marc Anthony	Cory Rooney, Marc Anthony	100.00%	100% Worldwide
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
68482	You're Easy On The Eyes	Terri Clark	Shapiro / Waters / Clark	58.33%	58.33% Worldwide

SCHEDULE B
APPROVED SUBLICENSEES

No Current Approved Sublicensees

EXHIBIT CO 0559

Document Category

Licenses

Song Code(s):

US Song Code(s)

Song Title(s): N/A

Composer(s): N/A

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

Recording Artist: N/A

Product Title: N/A

Licensee: REDACTED

Product Number: N/A

Description: Blanket Ringtone License Agreement w/ Schedule A

December 15, 2004 Agreement

BLANKET RINGTONE LICENSE AGREEMENT

This ringtone license agreement (the "Agreement") is made and entered into as of December 15, 2004 (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; (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; and (vi) to change the lyrics of the Compositions to the parody-like Twisted Tone style. All lyric changes must be approved by Publisher prior to creation of Ringtone. Publisher reserves the right to reject any lyric change.

(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

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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.

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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 (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) Omitted Without Implication.

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

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6. PAYMENTS AND ACCOUNTINGS

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

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

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

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

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

6A. TAXES

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

7. EXPERIMENTAL AGREEMENT

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

8. OWNERSHIP AND ARRANGEMENT OF COPIES

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

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

9. WARRANTIES, REPRESENTATIONS AND INDEMNITIES

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

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

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

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

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

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

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

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

10. TERMINATION

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

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

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

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

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

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

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

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

(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 6 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 Publisher's or Company's control (a "Force Majeure Event"); Publisher or Company, as the case may be, is materially hampered in the performance of its obligations hereunder, then, without limiting either party's rights, Publisher or Company, as the case may be, shall have the option by giving a notice ("Suspension Notice") to the other party hereto suspending the Term for the duration of any such contingency solely in the region of the Territory affected by such Force Majeure Event. In the event the Force Majeure Event exceeds thirty (30) days, this Agreement may be terminated by written notice from either party hereto.

14. NOTICES

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

TO COMPANY: The address shown above.

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

and

Sony Music Entertainment Inc.
Law Department
550 Madison Avenue
New York, New York 10022-3211
Attention: Senior Vice President and General Counsel

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

15. LIMITATION OF LIABILITY

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

16. MISCELLANEOUS

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

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

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

(d) This agreement has been entered into in the State of New York, and the validity, interpretation and legal effect of this agreement shall be governed by the laws of the State of New York applicable to contracts entered into and performed entirely within the State of New York. The New York courts (state and federal), only, will have jurisdiction of any controversies regarding this agreement; any action or other proceeding which involves such a controversy will be brought in those courts, in New York County, and not elsewhere.

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

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

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

SONY/ATV MUSIC PUBLISHING LLC

By: _____

Name: _____

Title: Sr. Dir. BA

Date: 1/31/05

REDACTED

SCHEDULE A
APPROVED SONGS

1)	100%	Boot Scootin' Boogie
2)	100%	D-I-V-O-R-C-E
3)	50%	We Are Family
4)	100%	Tell Me Something Bad About Tulsa
5)	100%	Suspicious Minds
6)	50%	Miami
7)	50%	Rapper's Delight
8)	100%	Little Miss Honky Tonk
9)	100%	King Of The Road
10)	100%	Bad Case Of Loving You
11)	100%	Heartbreak Hotel
12)	100%	Girls Just Wanna Have Fun
13)	30%	Getting' Jiggy Wit It
14)	50%	Friends In Low Places

EXHIBIT CO 0560

Document Category

Licenses

Song Code(s):

US Song Code(s)

Song Title(s): N/A

Composer(s): N/A

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

Recording Artist: N/A

Product Title: N/A

Licensee: REDACTED

Product Number: N/A

Description: Blanket Ringtone License Agreement w/ Schedule A

November 13, 2004 Agreement

BLANKET RINGTONE LICENSE AGREEMENT

This ringtone license agreement (the "Agreement") is made and entered into as of November 13, 2004 (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 eighteen (18) 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

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

(b) Fixation Fees.

(i) Omitted without implication

(ii) In respect of each Composition set forth on Schedule A attached hereto, a non-refundable, non-recoupable fixation and administration fee equal to the equivalent in U.S. currency (at the then current rate of exchange) of REDACTED (the "Brazil Fixation Fee"; together with the Brazil Fixation Fee, the "Fixation Fee") in respect of the initial fixation of each such

Composition, payable promptly after Company's execution hereof. In the event Schedule A is amended to include additional Compositions, the Brazil Fixation Fee in respect of each such additional Composition shall be payable in connection with the accounting statement rendered to Publisher pursuant to paragraph 6 hereof immediately following the addition of the Compositions concerned. For the avoidance of doubt, if more than one Ringtone is created using the same Composition, Company shall pay a Brazil Fixation Fee in respect of each such Ringtone. For the avoidance of doubt, with respect to all South American Territories other than Brazil, Company shall pay the royalty specified in section 5(a)(i) of the Agreement, and Company shall not pay a fixation fee with respect to any South American Territory other than Brazil

(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. <u>PAYMENTS AND ACCOUNTINGS</u>

(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*

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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

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(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.

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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.

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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)(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.

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(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 ~~6~~ 3 herein.

(j) "Territory" means the United States of America, Canada, Argentina, Bolivia, Brazil, Chile, Colombia, Ecuador, Paraguay, Peru, Mexico, 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 Publisher's or Company's control (a "Force Majeure Event"); Publisher or Company, as the case may be, is materially hampered in the performance of its obligations hereunder, then, without limiting either party's rights, Publisher or Company, as the case may be, shall have the option by giving a notice ("Suspension Notice") to the other party hereto suspending the Term for the duration of any such contingency solely in the region of the Territory affected by such Force Majeure Event. In the event the Force Majeure Event exceeds thirty (30) days, this Agreement may be terminated by written notice from either party hereto.

14. NOTICES

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

TO COMPANY: The address shown above.

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

and

Sony Music Entertainment Inc.
Law Department
550 Madison Avenue
New York, New York 10022-3211
Attention: Senior Vice President and General Counsel

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

15. LIMITATION OF LIABILITY

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

16. MISCELLANEOUS

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

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

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

(d) This agreement has been entered into in the State of New York, and the validity, interpretation and legal effect of this agreement shall be governed by the laws of the State of New York applicable to contracts entered into and performed entirely within the State of New York. The New York courts (state and federal), only, will have jurisdiction of any controversies regarding this agreement; any action or other proceeding which involves such a controversy will be brought in those courts, in New York County, and not elsewhere.

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

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

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

SONY/ATV MUSIC PUBLISHING LLC

By: _____

Name: James Kent

Title: VP

Date: 8/10/05

REDACTED

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Schedule A

	Title	Artist	Writer/s	US % Collected	US % Licensed
	9PM	AtB	Tannenberger/Ferrero ns/Posadas/Riviera	50.00%	31.25%
	A Little Respect	Erasure	Bell/Clarke	100.00%	100.00%
	A New Day Has Come	Celine Dion	Nova/Moccio	100.00%	100.00%
83910	Across The Universe	Beatles	Lennon/McCartney	66.67%Sony, 33.33% EMI	100.00%
	Ain't It Funny	Jennifer Lopez	Rooney / Lopez	100.00%	100.00%
547537	All Falls Down	Kayne West	Hill/West	100.00%	100%
	Angel	Sarah McLauchlan	S McLauchlan	100.00%	100.00%
503927	Baby I Love U	Jennifer Lopez	Rooney/Lopez/Shea/B arry	33.34%	33%
538294	Back Of The Bottom Drawer	Chely Wright	Rose/Wright	50.00%	50.00%
525721	Back When	Tim McGraw	Lynch, Stevens, Smith	33.34%	33.34%
	Badaboom	B2K feat. Fabolous	Jackson/Stokes/Scott/ Houston	pending	pending
496958	Beer Man	Trent Wilmon	Beathard/Wilmon	50.00%	50.00%
	Bring It All Back	S Club 7	Kennedy/Lever/Percy/ Club 7	20.67%	20.67%
	BUG A BOO	DESTINY'S CHILD	Briggs, Burrus, Knowles, Roberson, Rowland, Luckett	7.50%	7.50%
625466	B.Y.O.B.	System Of A Down	Malakian/Tankian/Dol mayan/ Odadjian	100.00%	100.00%
	Carry That Weight	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00%
	Clint Eastwood	Gorrilaz	Makromallis/Irie/Albarn Hewlett	25.00%	25.00%
598074	Cold	Crossfade	Ed Sloan	100.00%	100.00%
118507	Dangerously In Love	Beyonce	Knowles/McCalla	50% Sony ATV	50.00%
519511	Daughters	John Mayer	John Mayer	100.00%	100.00%
	Day Tripper	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%
550616	Diamond In The Back	Ludacris	DeVaughn/Bridges/Ho ueton/ Beauregard	45.46%	45.46%
	Don't Stop	ATB	A. Tanneberger	100.00%	62.50%
	Eleanor Rigby	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%

SDB/FE

Schedule A

528248	Encore	Jay-Z	Cater/West	25.00%	25.00%
524013	Fallen	Sarah McLachlan	McLachlan	100.00%	100.00%
552995	Fast Cars And Freedom	Rascal Flatts	Levox/Thrasher/Moble	33.34%	33.34%
	Get Back	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00%
523391	Georgia Rain	Yearwood	Rochelle/Hill	50.00%	50.00%
304028	Gone	Montgomery Gentry	Dipiero/Steele	50.00%	50.00%
487828	Goodbye Time	Blake Shelton	Hicks/Murrah	100.00%	100.00%
595354	Headsprung	LL Cool J	James Smith, Tim Mosley	50.00%	50.00%
450542	Hey Good Lookin'	Jimmy Buffett	Williams	100.00%	100.00%
	Hey Jude 1	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%
537494	Here For The Party	Gretchen Wilson	Wilson/Rich/Alphin	33.33%	33.33%
537502	Homewrecker	Gretchen Wilson	Wilson/Teren/Rutherford	33%	33%
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%
611016	How We Do	The Game	Mason, Young, Jackson, Elizondo, Hughes, Deyo, Taylor	50.00%	50.00%
553521	I Believe	Fantasia (Am. Idol)	Gray/Watters/Biancanello)	33.34%	33.34%
255595	I Go Back	Kenny Chesney	Chesney	100.00%	100.00%
131815	I Want To Live	Josh Gracin	James/Rutherford	50.00%	50.00%
447340	If Heaven	Andy Griggs	Peters	100.00%	100.00%
527462	If You Ever Stop Loving Me	Montgomery Gentry	DePiero/Shapiro/Rutherford	66.66%	66.66%
	If You're Not The One	Daniel Beddingfield	Beddingfield	100.00%	100.00%
	Independent Women Part 1	Destiny's Child	Rooney,Mark/ Barnes,Samuel/ Olivier,Jean Claude / Knowles,Beyonce	100.00%	100.00%
	I'm Gonna Be Alright	Jennifer Lopez	Lopez/Rooney/Oliver/Cook/Lapread	60.00%	60.00%
	I'm Real	Jennifer Lopez	J. Lopez, T. Oliver, C. Rooney, L.E.S.	Splits Unconfirmed	
450461	Jambalaya	Hank Williams	Hank Williams	60.00%	60.00%
	Jenny From The Block	Jennifer Lopez	Oliver, Olivier, Barnes, Deyo, Lopez	Splits Unconfirmed	
	Jumpin' Jumpin'	Destiny's Child	Elliot, Knowles, Moore,	50.00%	50%
526873	Keg In The Closet	Kenny Chesney	Chesney/James/Onaly	100.00%	100.00%

SKD
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Schedule A

	Killing Me Softly With His Song	Roberta Flack; Fugees	Fox Charles/Gimbel Norman	50.00%	50.00%
	Lady Madonna	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%
	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%
599802	Lose My Breath	Destiny's Child	Jerkins/Garrett/Knowles/Rowland,M. Williams/Jerkins III/ Daniels, Carte	24.16	24.16%
	Love At First Sight	Kylie Minogue	Minogue/ Stanard/ Gallagher/ Howes/ Harrington	20.00%	20.00%
	Love U Better	LL Cool J	Smith, Hugo, Williams	Splits Unconfirmed	
619457	Lyla	Oasis	Gallagher, Noel	100.00%	100.00%
497555	Making Memories Of Us	Keith Urban	R. Crowell	100.00%	100.00%
451662	Mr. Mom	Lonestar	Harbin/Ron/McDonald/ Pfrimmer/Don	33.34%	33.34%
	Muppet Show Theme	Muppets	Henson; Pottle	100.00%	100.00%
304061	My Give A Damn Is Busted	Jo Dee Messina	Diffie/Shapiro/Martin	58.34%	58.34%
	No Such Thing	John Mayer	Mayer/Cook	50.00%	50.00%
	Oh Pretty Woman	Roy Orbison	Orbison/Dees	62.50%	62.50%
	Outta The Way	The Vines	Nicholls	100.00%	100.00%
	Paperback Writer	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%
138090	Perfect	Sara Evans	Evans/Martin/Shapiro	100.00%	100.00%
	Perfect Gentleman	Wyclef Jean	Jean / Duplessis / Harris	45.00%	45.00%

SB 12

Schedule A

447592	Pickin' Wildflowers	Keith Anderson	Williams, Rich, Anderson	33.34%	33.34%
	Play	J-LO	Cory Rooney A Bagge, A. Birgisson, C. Millan	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%
205879	POR QUE ES TAN CRUEL EL AMOR	Ricardo Arjona	Egar Ricardo Arjona Morales	100%	100%
	Rain	Beatles	Lennon/McCartney	Sony/ATV 66.67%, EMI 33.33%	100.00%
543238	Redneck Woman	Gretchen Wilson	Wilson/Rich	50.00%	50.00%
	Rich Girl	Gwen Stefani	Kreviazuk/Stefani/Diguardi/Allazano	91.00%	5.00%
505742	Scandalous	Misteeq	Eriksen/Rustan/Hermansen	16.67%	16.67%
619517	Soldier	Destiny's Child	Knowles/Rowland/Harrison/Williams/Carter/Garrett/ Harris	14.00%	14.00%
	Survivor	Destiny's Child	Beyonce Knowles, Anthony Dent Matthew Knowles	Sony/ATV Tunes LLC o/b/o Beyonce Publishing (ASCAP) 47%	47.00%
5250	Son Of A Preacher Man	Tanya Tucker; Dusty Springfield	Hurley/Wilkins	100.00%	100.00%
	Take On Me	A-Ha	Pal Waaktaar / Magne Furuholmen / Morten Harket	Sony/ATV Songs LLC obo Sony Music Publishing UK Ltd 100%	100.00%
	Tales From The Crypt	Danny Elfman	Danny Elfman	100.00%	100.00%
	Tear Drop	Massive Attack	Fraser/Del Naja/Marshall/Vowles	50.00%	50.00%
517626	That's What I Love About Sunday	Craig Morgan	Dorsey/Narmore	83.33%	83.33%
137540	That's What She Gets For Loving Me	Brooks & Dunn	Dunn/McBride	50.00%	50.00%

SD/L

Schedule A

	The Dark Is Rising	Mercury Rev	Donahue/Mackowlack/ Mercel	100.00%	100.00%
543466	The Girl's Gone Wild	Travis Tritt	DiPiero/Rutherford	50.00%	50.00%
543724	The Loneliness	Babyface	Edmonds	100.00%	100.00%
517688	The Wrong Girl	Lee Ann Womack	Rose/McLaughlin	62.50%	62.50%
	There By The Grace Of God	Manic Street Preachers	Bradfield/Jones/Moore	100.00%	100.00%
597294	TOCANDO FONDO	Katimba	Domm/Guecha	65%	65%
117068	Tougher Than Nails	Joe Diffie	Marvel/O'Donnell/Barnes	33.34%	33.34%
	Two Wrongs	Wyclef Jean	Jean/Duplessis	75.00%	75.00%
	U Already Know	112	Garrett/Edwards/Twelve/Ivers/Parker	50.00%	50.00%
619755	We Belong Together	Mariah Carey	Johnson, Bristol, Edmo	13%	12.81%
	What I Really Meant To Day	Cyndi Thompson	Waters/Thompson/James	66.67%	66.67%
137755	What It Ain't	Josh Turner	Mensy/Criswell	100.00%	100.00%
543497	When I Think About Cheatin'	Gretchen Wilson	Wilson/McGhee/Rich	33.34%	33.34%
131816	When The Sun Goes Down	Kenny Chesney	James	100.00%	100.00%
524190	Whiskey Girl	Toby Keith	Emerick/Keith	50.00%	50.00%
117436	Whiskey Lullabye	Brad Paisley	Anderson/Randall	50.00%	50.00%
518060	With You	Jessica Simpson	Mann/Marvel/Simpson	38.00%	38.00%
	Yellow Submarine	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%
	You Never Give Me Your Money	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00%

SONY/ATV MUSIC PUBLISHING LLC
550 Madison Avenue
New York, New York 10022

REDACTED

Dated as of September 13, 2004

Ladies and Gentlemen:

Reference is herein made to the agreement between REDACTED ("you") and Sony/ATV Music Publishing LLC ("Sony" or "us"), dated as of November 13, 2003, as amended, modified or otherwise supplemented (the "Agreement"). All terms used but not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

The following, when signed by each party hereto, shall amend the Agreement.

1. Notwithstanding anything to the contrary in the Agreement, the Territory shall, as of the date hereof, be deemed to include Argentina, Bolivia, Brazil, Chile, Colombia, Ecuador, Paraguay, Peru and Venezuela (the "South American Territories") in addition to the original territories of the United States and Canada.

2. In addition to the amounts set forth in paragraph 5 of the Agreement, Company shall also pay the following:

(a) Brazil Ringtone License Fees.

(i) Notwithstanding anything to the contrary in section 5(a)(i) of the Agreement, 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) of the Agreement; or (ii) the equivalent in U.S. currency (at the then current rate of exchange) of REDACTED (the "Brazil License Fee"; together with the License Fee set forth in section 5(a)(i), 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 to the Agreement, as it may be amended from time to time, 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 REDACTED (the "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 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 of the Agreement 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) For the avoidance of doubt, with respect to all South American Territories other than Brazil, Company shall pay the royalty specified in section 5(a)(i) of the Agreement, and Company shall not pay a fixation fee with respect to any South American Territory other than Brazil.

3. Except as expressly modified above, the terms and provisions of the Agreement shall, in all other respects, remain unmodified, are hereby ratified and reaffirmed, and shall remain in full force and effect.

Very truly yours,

SONY/ATV MUSIC PUBLISHING LLC

By_____

ACCEPTED AND AGREED:

REDACTED

SONY/ATV MUSIC PUBLISHING LLC
550 Madison Avenue
New York, New York 10022

November 3, 2005

REDACTED

Re: Modification to Blanket Ringtone License

Gentlemen:

The following, when executed by REDACTED ("you") and Sony/ATV Music Publishing LLC ("Sony") will modify the Blanket Ringtone License Agreement between you and Sony [ID: 238211] (the "Agreement") dated as of November 13, 2004 (the "Effective Date"). Unless specifically provided to the contrary below, each term defined in the Agreement will have its respective same meaning when used herein.

1. Territory. The definition in subparagraph 11(j) of the Agreement is hereby modified to include the country of Mexico, as of the Effective Date September 24, 2004, for all purposes under the Agreement.

2. Except as expressly modified above, the terms and provisions of the Agreement shall, in all other respects, remain unmodified, are hereby ratified and reaffirmed, and shall remain in full force and effect.

Very truly yours,

SONY/ATV MUSIC PUBLISHING LLC

By: _____

REDACTED

EXHIBIT CO 0561

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 7, 2004 Agreement

BLANKET RINGTONE LICENSE AGREEMENT

This ringtone license agreement (the "Agreement") is made and entered into as of September 7, 2004 (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 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**

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

5. **RINGTONE LCENSE FEES**

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

(a) Ringtone License Fees.

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

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

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

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

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

6A. TAXES

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

7. EXPERIMENTAL AGREEMENT

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

8. OWNERSHIP AND ARRANGEMENT OF COPIES

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

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

9. WARRANTIES, REPRESENTATIONS AND INDEMNITIES

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

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

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(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 6 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 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: Mr. Jonas Kant

Title: Sr. Dir. B.A.

Date: 10/13/04

REDACTED

REDACTED

EXHIBIT CO 0562

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, 2004 Agreement

BLANKET RINGTONE LICENSE AGREEMENT

This ringtone license agreement (the "Agreement") is made and entered into as of August 1, 2004 (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

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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 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, 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.

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3. **TERM**

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

4. **ADVANCE**

Omitted Without Implication.

5. **RINGTONE LCENSE FEES**

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

(a) Ringtone License Fees.

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

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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

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Ringtone License Fee Report or Fixation Fee Report, as the case may be. Company will reasonably cooperate with Publisher's representatives to insure compliance with the foregoing. In the event an examination of Company's books and records reveals a deficiency in payments paid to Publisher of five percent (5%) or more of the total amount accounted to Publisher during the period of the audit, Company shall pay all reasonable out-of-pocket expenses related to the performance of such examination, including, without limitation, travel expenses, hotel expenses and per diems, together with the underpayment and interest as provided herein.

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

6A. TAXES

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

7. EXPERIMENTAL AGREEMENT

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

8. OWNERSHIP AND ARRANGEMENT OF COPIES

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

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

9. WARRANTIES, REPRESENTATIONS AND INDEMNITIES

(a) Publisher represents, warrants and agrees (solely with respect to its respective fractional interest in the Compositions as set forth on Schedule A attached hereto) that (i) it has

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

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

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

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

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

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in connection therewith. Company shall have the right at all times to actively participate in the defense of any Publisher Claim and to employ legal counsel selected by Company at Company's own expense, it being understood that Publisher shall have the right at all times, in Publisher's sole discretion, to maintain control of the conduct of the defense.

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

(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

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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

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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 6 herein.

(j) "Territory" means the United States of America, Canada, Peru, Ecuador, Colombia, El Salvador, Guatemala, Mexico, Puerto Rico, and Paraguay.

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

12. ASSIGNMENT

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

13. FORCE MAJEURE

If because of: an act of God; inevitable accident; fire; lockout, strike or other labor dispute; riot or civil commotion; act of public enemy; enactment, rule, order or act of any government or governmental instrumentality (whether federal, state, local or foreign); failure of technical facilities; failure or delay of transportation facilities; any or other cause of a similar or different nature not reasonably within 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.

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14. NOTICES

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

TO COMPANY: The address shown above.

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

and

Sony 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

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

(d) This agreement has been entered into in the State of New York, and the validity, interpretation and legal effect of this agreement shall be governed by the laws of the State of New York applicable to contracts entered into and performed entirely within the State of New York. The New York courts (state and federal), only, will have jurisdiction of any controversies regarding this agreement; any action or other proceeding which involves such a controversy will be brought in those courts, in New York County, and not elsewhere.

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

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

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

SONY/ATV MUSIC PUBLISHING LLC

By: _____

Name: Jonas Kaul

Title: Sr. Dir., B.A.

Date: 12/20/04

REDACTED

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SCHEDULE B
APPROVED SUBLICENSEES

REDACTED

Schedule A

SONG TITLE	ARTIST	COMPOSERS	OTHER PUBLISHER(S)	SAMP %	% LICENSED	TERRITORY
911	Wyclef Jean	Wyclef Jean, Jerry Duplessis , Mary Brown, Katia Cadet	EMI Blackwood Music Inc./Te-Bass Music Inc. (BMI) 27.50% Ms. Mary's Music 2.5% Booga Basement Publishing, Inc. 2.5% *Unichappell Music Inc. 40%	Sony/ATV Tunes LLC / HUSS-ZWINGLI PUBLISHING INC 47.5%	47.50%	Worldwide
Day In The Life	Beatles	Lennon /McCartney	33.33% EMI	Sony/ATV Tunes LLC 66.67%	100.00%	Worldwide
All My Loving	Beatles	Lennon /McCartney	33.33% EMI	Sony/ATV Tunes LLC 66.67%	100.00%	SONY CONTROL WORLD EX FRANCE, BELGIUM, LUXEMBOURG WHERE MCA FRANCE CONTROLS FOR LIFE OF COPYRIGHT
And I Love Her	Beatles	Lennon /McCartney	33.33% EMI	Sony/ATV Tunes LLC 66.67%	100.00%	Worldwide
Bills Bills Bills	Destiny's Child	Beyonce Knowles Kelendria Rowland LeToya Luckett Kevin Briggs Kandi Burruss	Shak'em Dwn Music, Hitco Music adm. by Windswept Pacific Songs (BMI) 70% Kandacy Music, Inc., Air Control Music Inc. adm. by EMI April Music, Inc (ASCAP) 20%	Sony/ATV Tunes LLC / Beyonce Publishing / Kelendria Music Publishing / Latoya Music Publishing (ASCAP) 10%	10.00%	World Wide
Daughters	John Mayer	John Mayer	Sony/ATV Tunes LLC 50%, Specific Harm Music 50%	100.00%	100.00%	World Wide
Eleanor Rigby	Beatles	Lennon /McCartney	33.33% EMI	Sony/ATV Tunes LLC 66.67%	100.00%	Worldwide
Goldfinger (James Bond Theme)	Shirley Bassey	John Barry , Leslie Bricusse , Anthony Newley	None	Sony/ATV Songs LLC 100%	100.00%	World Wide

Schedule A

SONG TITLE	ARTIST	COMPOSERS	OTHER PUBLISHER(S)	SAMP %	% LICENSED	TERRITORY
Headsprung	LL Cool J	James Smith, Tim Mosley		50.00%	50.00%	World Wide
Hey Jude	Beatles	Lennon /McCartney	33.33% EMI	Sony/ATV Tunes LLC 66.67%	100.00%	Worldwide
I Want To Live	Josh Gracin	James/Rutherford		50.00%	50.00%	World Wide
Independent Women Part 1	Destiny's Child	Mark Rooney / / Jean Claude Olivier / Beyonce Knowles	none	Sony/ATV Songs LLC / Cori Tiffani Publishing / Colpix Music, Inc, ENOT Publishing (BMI) . Sony/ATV Tunes LLC / New Columbia Pictures Music, Inc, EKOP Publishing / Beyonce Publishing (ASCAP) 100%	100.00%	World Wide
Killing Me Softly With his Song	Roberta Flack / Fugees	Charles Fox Norman Gimbel	Fox-Gimbel Productions Inc. 50%	Rodali Music administered by Sony/ATV Songs LLC 50%	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.
Let It Be	Beatles	Lennon /McCartney	33.33% EMI	Sony/ATV Tunes LLC 66.67%	100.00%	Worldwide
Maria Maria	Santana	Wyclef Jean . Jerry Duplessis Carlos Santana Karl Perazzo Paul Rekow	Jerry Duplessis publishing designee 22.50% Stellabella Music (BMI) 10%	Sony/ATV Tunes LLC / HUSS-ZWINGLI PUBLISHING INC 65%	65.00%	Worldwide
ME DEDIQUE A PERDERTE	Alejandro Fernández	Leonel Garcia		100%	100%	World Wide

Schedule A

SONG TITLE	ARTIST	COMPOSERS	OTHER PUBLISHER(S)	SAMP %	% LICENSED	TERRITORY
One More Chance	Notorious B.I.G.	Carl 'Chucky' Thompson (/ Christopher Wallace /Sean Combs / Norman Glover / Reginald D. Ellis	EMI April Music, Inc. - Justin Combs Music - Big Poppa Music (ASCAP) 66.67% Distant Beats Music (BMI) 16.66%	Sony/ATV Songs LLC / Ninth Street Tunnel 16.67%	16.67%	Worldwide
Penny Lane	Beatles	Lennon /McCartney	33.33% EMI	Sony/ATV Tunes LLC 66.67%	100.00%	Worldwide
Play	J-LO	Cory Rooney A Bagge, A. Birgisson , C. Milian	Air Chrysalis Scandinavia (BMI) 31.66% Murlyn Songs- Universal Music Publishing 63.32%Sony/ATV Songs / LLC Cori Tiffani Publishing	Sony/ATV Songs / LLC Cori Tiffani Publishing 5%	5.00%	Worldwide
POR QUE ES TAN CRUEL EL AMOR	Ricardo Arjona	Egar Ricardo Arjona Morales		100%	100%	World Wide
Scandalous	Misteeq	Eriksen/Rustan/Hermanse n		16.67%	16.67%	World Wide
Sexy Daddy	Destiny's Child	Beyonce Knowles Damon Elliott	Warner Chappell / DWE Music (ASCAP) 40%	Sony/ATV Tunes LLC / Beyonce Publishing (ASCAP) 60%	60.00%	World Wide
Survivor	Destiny's Child	Beyonce Knowles, Anthony Dent Matthew Knowles	Anthony Dent publishing designee (ASCAP) 50% Matthew Knowles publishing designee 3%	Sony/ATV Tunes LLC o/b/o Beyonce Publishing (ASCAP) 47%	47.00%	World Wide
Take On Me	A-Ha	Pal Waaktaar / Magne Furuholmen / Morten Harket	None	Sony/ATV Songs LLC obo Sony Music Publishing UK Ltd 100%	100.00%	Worldwide
VALIO LA PENA	Marc Anthony	Estefano / Anthony / Pagan		100%	100%	World Wide
We Can Work It Out	Beatles	Lennon /McCartney	33.33% EMI	Sony/ATV Tunes LLC 66.67%	100.00%	Worldwide

Schedule A

SONG TITLE	ARTIST	COMPOSERS	OTHER PUBLISHER(S)	SAMP-%	% LICENSED	TERRITORY
While You Loved Me	Rascal Flatts	Kim Williams / Dale Dodson / Danny Wells	Irving Music, Inc. (BMI) 33.33%	Sony/ATV Tunes LLC dba Cross Keys Publishing Co. 66.66%	66.66%	Worldwide
With A Little Help From My Friends	Beatles	Lennon /McCartney	33.33% EMI	Sony/ATV Tunes LLC 66.67%	100.00%	Worldwide
The World Needs a Drink		Beathard / Church		100.00%	100.00%	Worldwide
Yesterday	Beatles	Lennon /McCartney	33.33% EMI	Sony/ATV Tunes LLC 66.67%	100.00%	Worldwide

EXHIBIT CO 0563

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, 2004 Agreement

BLANKET RINGTONE LICENSE AGREEMENT

This ringtone license agreement (the "Agreement") is made and entered into as of July 1, 2004 (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 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 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. Nothing in this Agreement shall impose an obligation on Company to actually use the rights granted herein.

(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

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

2. COMPANY OBLIGATIONS

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

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

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

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

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3. **TERM**

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

4. **ADVANCE**

In consideration of the license granted to Company herein, Company shall pay to Publisher, as an advance against the fees payable to Publisher pursuant to paragraph 5 below, the recoupable, 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 an Standard License Fee in respect of each such Ringtone; and

(b) Omitted Without Implication.

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

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6. PAYMENTS AND ACCOUNTINGS

(a) Company shall compute and pay an amount equal to the applicable Ringtone License Fees, 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, 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 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, or appoint a third party auditor to examine, those books and records at any time during Company's normal business hours at the place where such books and records are normally maintained; provided, however, that Sony shall be permitted to make such examination only one (1) time during any three (3) year period in connection with a particular Ringtone License Fee Report, as the case may be. Company will reasonably cooperate with Publisher's representatives to insure compliance with the foregoing. In the event an examination of Company's books and records reveals a deficiency in payments paid to Publisher of five percent (5%) or more of the total amount accounted to Publisher during the period of the audit, Company shall pay all reasonable out-of-pocket expenses related to the performance of such examination, including, without limitation, travel expenses, hotel expenses and per diems, together with the underpayment and interest as provided herein.

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

6A. TAXES

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

7. EXPERIMENTAL AGREEMENT

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

8. OWNERSHIP AND ARRANGEMENT OF COPIES

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

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

9. WARRANTIES, REPRESENTATIONS AND INDEMNITIES

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

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(b) Company warrants, represents and agrees that (i) Company has the right and power to enter into and fully perform this Agreement and Company and each Approved Sublicensee is and shall continuously be a corporation in good standing in the jurisdiction of its incorporation; (ii) Company's principal place of business is located within; (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 use best efforts not to 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 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

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

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

10. TERMINATION

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

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

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

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

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

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

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made available to Publisher as and when required hereunder; provided, however, that with respect to any such breach Company shall have a period of ten (10) 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, which shall not be unreasonably withheld. If no Schedule B is attached hereto, Company shall be deemed to have no Approved Sublicensees and Company shall have no right to grant the rights granted herein to any third party. For the avoidance of doubt, Approved Sublicensees shall not have the right to license the rights granted to them by you hereunder.

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

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

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

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

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

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

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

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

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

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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 6 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.

REDACTED

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.

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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 LLC

By: _____

Name: Lonas Kant

Title: Sr. Dir., B.A

Date: 11/11/04

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SCHEDULE A

Song #	Title	Artist	Writer/s	US % Collected	US % Licensed	Territory(WW=Worldwide)	Co-publisher,%
606	83	John Mayer	Mayer	100%	100.00%	World Wide	
898	911	Wyclef Feat. Mary J Blige	Jean; DuPlessis; Brown; Cadet	47.50%	47.50%	World Wide	47.50% EMI Blackwood Music Inc. 5% Chappell Music 25% R.U. Cyrius 37.50% Knockout Music Co. 25% Donald Jay Music Ltd.
68509	(I've Had) The Time Of My Life	Officer & A Gentleman	J. DeNicola,D. Markowitz, F. Previte	12.50%	12.50%	World Wide	
11	(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	
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	EWM Publishing 50%
110756	9PM	ATB	Tannenberger/Ferrerons/Posada s/Riviera	50.00%	31.25%	World Wide	50% Cuatro Gatos y Producciones
	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 Tiger	Theme	Cafandrell / Dun	100.00%	100.00%	Worldwide	
118200	Hidden Dragon Theme)						
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	Sony ATV Music Publishing (UK) Limited 100%, Cage Music Limited 0%
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	50% Studio Nomade Music
523508	Aero Dynamic	Kraftwork	Schmitt/Huetter/Hilpert	100.00%	100.00%	Worldwide	
117039	After All	Brett James	James/Davis	50.00%	50.00%	Wolrd Wide	Onaly Music 25%, Sony/ATV Cross Keys Publishing 50% Publisher(s) Unknown
593985	Ahora Quien	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	Sony/ATV Cross Keys 33.34%, Major Bob Music 33.33%, Sophie's Choice Music 33.33%, No Fences Music 0%
35380							
130269	Ain't It Funny	Jennifer Lopez	Rooney / Lopez	100.00%	100.00%	Worldwide	
104958	Ain't No Future In Yo Frontin'	MC Breed	Troutman/Clinton/	31.25%	31.25%	Worldwide	*Saja Mus co 15.63%, *Songs of Lastrada 15.62%, Bridgeport music Inc 50%, rubberband music 18.75%
597582	Ain't Nothin Wrong	Houston	Edmonds/Dixon/Thomas/Dawkin s/Mason Jr	17.50%	17.50%	World Wide	EMI Music inc 17.50%, BMG Music 17.50%, EMI April Music Inc 17.5%, Underdog Music 30%, Sony 8.75%, ECAF Music 8.75%
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	Fredorikson/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	Zomba 33.33%, Wonderland Music Company 8.33%
512560	All I Have	Jennifer Lopez	Riddick/Bowser/Richardson/Smit h/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	Warner-tamerlane 16.50% wb Music Corp 34%, Ignorant Music 16.50%, Alme Music Corp-Zen Iniquity 16.50%
63537	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	
	All Of The Above	Ty England	Waters, Chris	Sony/ATV Songs Inc. o/b/o itself, Tree Publishing & Chris Waters Music (BMI) 50%	50.00%	World Wide	Ten Ten Tunes 50%
55223							
132195	All Rise	Blue	Eriksen / Rustan / Hermansen	30.00%	30.00%	Worldwide	Publishing Unknown 70%
83913	All Together Now	Beatles	Lennon/McCartney	66.67%Sony, 33.33% EMI	100.00%	World Wide	
83914	All You Need Is Love	Beatles	Lennon John/Mc Cartney Paul	66.67%Sony, 33.33% EMI	100.00%	World Wide	
12	Alone Again (Naturally)	Gilbert O'Sullivan	O'Sullivan	100.00%	100.00%	World X UK, Japan, SE Asia	
117689	Always Come Back To Your Love	Samantha Mumba	Eriksen / Rustan / Hermansen	33.34%	33.34%	Worldwide	Other publishing unknown
82696	Always Never The Same	George Strait	McBride/Green	Sony/Atv Songs LLC dba Tree pub. 50% / Big Tractor Music 50%	50.00%	Worldwide	

SCHEDULE A

Song #	Title	Artist	Writer/s	US % Collected	US % Territory(WW Licensed World Wide)	Co-publisher %
136	Always You	Sophie Zelmani	Zelmani/Halapi/Starkie	100.00%	100.00% World wide	
124306	AM TO PM (Spanish Version)	Christina Milian	Milian/ Karlsson/ Winnberg / Lopez	16.67%	16.67% Worldwide	Havana Brown 33.33% / Merlin Music 50%
593999	Amar Sin Mentiras	Marc Anthony	Estefano/Anthony	100.00%	100.00% World Wide	
113587	Amazed	Roe	Danielewski Annie	60.00%	100.00% World Wide	40% EMI April Music
526459	Amazin'	LL Cool J	Smith, Hugo, Williams	50.00%	50.00% World Wide	
395539	America	Neil Diamond	Diamond	100.00%	100.00% WW	
449258	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	
46486	And Our Feelings	Babyface	Edmonds/Simmons	85.00%	85.00% World Wide	
24475	And The Beat Goes On	The Whispers	Shelby/Shocklley/Sylvers/Smith	66.67%	66.67% World Wide	
67832	Angel	Sarah McLauchlan	S McLauchlan	100.00%	100.00% World Excluding Canada	
61532	Angel's Among Us	Alabama	Goodman/Hobbs	100.00%	100.00% World Wide	Sony/ATV Tree Publishing 100%
106785	Anytime	Kelly Clarkson	Watters/Blancaniello	50.00%	50.00% US	Sony/ATV controls 100% outside the US
	Apple Cobbler	LL Cool J	James Smith, Tim Mosley	pending	pending	
96250	Army	Ben Folds Five	Ben Folds	100.00%	100% 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	Auld Lang Syne	Kenny G	Traditional arranged by Kenny G (Kenneth Bruce Gorelick), Walter Afanasieff	50.00%	50% Worldwide	Kenny G Music 50%
105918						
503927	Baby I Love U	Jennifer Lopez	Rooney/Lopez/Shea/Barry	33.34%	33% World Wide	EMI 50%, Dan Shea Music 16.66%
105549	Baby I'm A Want You	Bread	Gates David A	100.00%	100.00% World Wide	
83921	Baby You're A Rich Man	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide	
35058	Baby, Baby, Baby	TLC	Edmonds/Reid/Simmons	33.34%	33% World wide	Warner Tamerlane 66.66%
125573	Back From The Dead	Kid Rock	Peters	100.00%	100.00% World Wide	
83922	Back In The USSR	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00% World Wide	
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	Sony/ATV Tunes LLC 21.87%, LL Cool J Music 21.88%, Def Jam Music 14.55%, Windswept Pacific Songs 41.67%
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	
41938	Bama Lama Bama Loo	Little Richard	Penniman	100% Sony/ATV Songs	100.00% World Wide	
124012	Band Of Brothers Main Theme- Cues	N/A	Karnen	87.50%	87.50% World wide	L-T Music Publishing 12.5%
130250	Baya Baya	Sarri Duo	Friis/Savery	100.00%	100.00% World Wide	
110095	Be Bop A Lula	Gene Vincent	Davis/Vincent	83.33% Sony/ATV Songs	83.33% US & Canada	Warner controls for rest of World
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	Nowaspace	Gilford/Hirst/Moginie/Garrett	100.00%	100.00% World Wide	
131824	Beer For My Horses	Toby Keith/Willie Nelson	Emerick/Keith	50.00%	50.00% World Wide	Tokeco Songs 50%
406058	Beer Man	Trent Willmon	Beathard/Willmon	50.00%	50.00% World Wide	
76449	Beer Thirty	Brooks and Dunn	Dunn, Ronnie G.	50.00% Sony/ATV Songs LLC o/b/o itself, Tree Publishing Co. & Showbilly Music (BMI) 50%	50.00% World Wide	Warner-Tamerlane Publishing Corp. / Constant Pressure Publishing 50%
85204	Before The Night Is Over	Bryan Adams	Adams/Martin	50.00%	40.00% World Wide	
83924	Being For The Benefit Of Mr. Kite	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide	
85190	Believe In You	Amanda Marshall	Marshall / Bazilian	50% Sony/ATV Songs LLC obo Sony Songs Canada / Melodune Inc	50.00% Worldwide	WB Music Corp. 50%
51225	Better Things To Do	Terri Clark	Shapiro / Clark /Waters	47.50%	47.50% Worldwide	Warner-Tamerlane 8.33% ; Mosaic 39.16% ; Diamond Struck 2.5% ; Mike Curb Music 2.5%
	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% Worldwide	
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	EMI Spril Music, Inc. 20% Windswept Publishing 70%

SCHEDULE A

Song #	Title	Artist	Writer/s	US % Collected	US % Territory(WW Licensed World Wide)	Co-publisher %
125	Birthday	Beatles	Lennon John/Mc Cartney Paul	68.67% Sony, 33.33% EMI	100.00% World Wide	
3928	Blackbird	Beatles	Lennon/McCartney	68.67% Sony, 33.33% EMI	100.00% World Wide	
421878	Blank Sheet of Paper	Tim McGraw	Warren, Warren, Schiltz	66.66%	66.66% World Wide	
118133	Blessed	Martina Mcbride	Lindsey / Verges / James	33.33%	33.33% Worldwide	Famous Music Corp 33.33% / Songs Of Universal 33.33%
	Blood Of The Scribe	Lamb of God	Blytho/Morton/Adler W./Campbell/ Adler C.,	100% Sony/ATV Songs LLC	100.00% WW	
593836	Blue Eyes Cryin' In The Rain	N/A	Rose	100.00%	100.00% US, Canada, Central and South Am.	
448703						
84754	Blue Jay Way	Beatles	Harrison	100.00%	100.00% World Wide	
35968	Boot Scootin' Boogie	Brooks & Dunn	Dunn, Ronnie G.	100.00%	100.00% World wide	
165463	Boot Call	Blackstreet	Clinton George Jr; Dickey Antwone L; Riley Edward T; Riley Markell Demont; Sermon Erick S; Shider Garry Marshall; Spradley David Lee; Sylvers Leon F III; Troutman Larry; Troutman Roger	37.50%	37.50% World wide	
302137	Bootylicious	Destiny's Child	Nicks/Fusari/Knowles/Welsh /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/Hummon/Scott	33.34%	33.34% World Wide	
	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						
537156	Brass Bed	Josh Gracin	James/McBride/Hughes	33.34%	33.34% World Wide	
	Brass Monkey	Beastie Boys	Rubin / Horowitz / Yauch / Diamond	50.00%	50.00% Worldwide	
98458						
	Break You	Lamb of God	Blytho/Morton/Adler W./Campbell/ Adler C.,	100% Sony/ATV Songs LLC	100.00% WW	
2843						
	Breathe	Blu Cantrell	Martin/Matias/Bemberry/ Bradford/Harris/Joiner/Mathers/ Aznavour	17.50%	17.50% World Wide	
504561						
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	
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	
496337	Brokenheartsville	Joe Nichols	Daniels/Kees/Boudreaux/Mevis	50.00%	50.00% World Wide	
116495	Brown Eyes	Destiny's Child	Knowles/Afanasieff	100.00%	100.00% World Wide	
129225	Brown Skin	India.Arie	Arie/Sanders/Balson	43%	42.50% World Wide	
111336	BUG A BOO	DESTINY'S CHILD	Briggs, Burrus, Knowles, Roberson, Rowland, Luckett	7.50%	7.50% Worldwide	EMI April tunes LLC 35% , Windswept Pacific 50%
67839	Building A Mystery	Sarah McLachlan	Sarah McLachlan	50.00%	50.00% US	
48842	Bumin' 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	
546917	By The Time I Get To Phoenix	Glen Campbell	Webb	Sony/Lastrad 46.25%	46.25% 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	
104096	Calm Like A Bomb	Rage Against The Machine	De La Rocha/ Commerford/ Morello/Wilk	100.00%	100.00% World Wide	
	Candida	Levine/Wine	Tony Orlando & Dawn	Sony/Lastrada 55%	55.00% World Wide	
83927	Can't Buy Me Love	Beatles	Lennon John/Mc Cartney Paul	68.67% Sony, 33.33% EMI	100.00% 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	
133747	Caught In The Middle	Ani	Adams / Marazzi / Porter / Mitra	50.00%	50.00% Worldwide	50% Publishing Unknown
451158	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	Bute / Cobb	100.00%	100.00% Worldwide	
	Cheated (To All The Girls I've Cheated On)	Jean Wydel	Jean/Hammond/White/Bailey/David/Robinson/Malool/Haug/Obrien /Jackson/Mckay/Wright/Leibrand	20.00%	20.00% Worldwide	
'91						
	Cheatin' On Me	50 Cent	Barnes/Olivier/Jackson/ Burrusa/ Gates	33.34%	33.34% World wide	
147184						
101133	Chicago	Graham Nash	G. Nash	100.00%	100.00% 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	
116402						

SCHEDULE A

Song #	Title	Artist	Writer/s	US % Collected	US % Territory(WW-Licensed World Wide)	Co-publisher %
858	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	
86081	Cigarettes and Alcohol	Oasis	Noel Gallagher	100.00%	100.00% Worldwide	
40519	Clak		O'Sullivan	100.00%	100.00% Worldwide	
519513	Clarity	John Mayer	Mayer	100.00%	100.00% Worldwide	
125911	Clint Eastwood	Gorillaz	Makromallis/Irie/Albarn/Howlett	25.00%	25.00% World Wide	
515859	Closest Thing to Crazy	Katie Melua	Ball	100.00%	100.00% World Wide	
85212	Cloud Number Nine	Bryan Adams	Adams/Peters/Martin	66.67%	66.67% World Wide	
595074	Cold	Crossfade	Ed Sloan	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	Edition Positive Songs 25%
113581	Control	Foo	Danielewski Annie	60.00%	100.00% World Wide	40% Let's Get There Music
54563	C-O-U-N-T-R-Y	Joe Diffie	Herbin, Ronald S., Ed Hill, Dusty Drake	Sony/ATV Tunes LLC o/b/o Kim Williams Music (ASCAP) 33.33%,	33.33% World Wide	CAREERS-BMG MUSIC PUBLISHING / MUSIC HILL MUSIC 33.33% DUSTY DRAKE MUSIC GROUP 33.33
137560	Cowboys Like Us	George Strait	DiPiero/Smith	50.00%	50.00% World Wide	
993	Crazy	Patsy Cline	Nelson Willie (USA)	100.00%	100.00% World	
137330	Crazy On You	Heart	Wilson/Wilson/Fisher	50.00%	50.00% 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	Polygram Music Ltd. 25% / In A Bunch Music 50%
58343						
450364	Crying	Roy Orbison	Nelson/Orbison	62.50%	62.50% US	
119499	Crying At The Discotheque	Alcazar	Rodgers / Edwards / Bard / Wollbeck / Goulos / Hansson	25.00%	25.00% Worldwide	Warner Chappell 25% ; BMG Songs, Inc. 12.5% ; Songs of Universal 37.5%
237984	Daddy Cool	Boony M	Reyam/Fariam	100.00%	100.00% Worldwide	
	Dancin' In The Rain	Nicole C. Mullen	Nicole C. Mullen	33.34%	33.34% WW	re
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	
447616	Danger High Voltage	Electric 6	Spencer/Frazza/Nawara/Seiph/Martin	100.00%	100.00% World Wide	
188507	Dangerously In Love	Beyonce	Knowles/McCalla	50.00%	50.00% World Wide	EWM Publishing 50%
519511	Daughters	John Mayer	John Mayer	100.00%	100.00% World Wide	Sony/ATV Tunes LLC 50%, Specific Harm Music 50%
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	
99176	Dear Lie	TLC	Edmonds/Watkins	70.00%	70.00% World Wide	Ecaf Music 35%, Sony/ATV Songs LLC 35%, EMI April Music Inc. 30%
83933	Dear Prudence	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00% World Wide	
39961	Deez Nuuuts	Dr. Dre	Young/Broadus	50.00%	50.00% 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	Montoro/Benegas/Fernandez/Fuentes	100.00%	100.00% World Wide	
550616	Diamond In The Back	Ludacris	DeVaughn/Bridges/Houston/Beaucoard	45.46%	45.46% World Wide	
289262	Did You Ever Think	R Kelly	Barnes/Olivier/Mayfield/Kelly	30.00%	30.00% World Wide	
127164	Differences	Ginuwine	Oliver/Lumpkin	50.00%	50.00% World Wide	
48418	Diggin' On You	Babyface	Edmonds	100.00%	100.00% World Wide	
1029	DIVORCE	Tammy Wynette	Babcock/Putman	100.00%	100.00% World Wide	
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	
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	American Def Tunes Inc 6.5%, WB Music Corp 50%, Gasoline Alley Music 20%, Brooklyn Dust Music 3.5%, Marshall Arts publishing 20%
96246	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	Sony/ATV Tunes LLC 100%
549323	Don't Go	Fefe Dobson	Fefe Dobson	100.00%	100.00% World Wide	
70957	Don't Go	Yaz	V Clarke	100.00%	100.00% World Wide	
380	Don't Know Much	Bette Midler	Mann/Snow/Weil	75.00%	75.00% World Wide	
406	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/Mosely	splits are pending		
84111	Don't Let Me Down	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00% 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	No other publisher listed
101607	Don't Take The Girl	Tim McGraw	Johnson/Martin	87.50%	87.50% World Wide	

SCHEDULE A

Song #	Title	Artist	Writers	US % Collected	US % Licensed	Territory(WW-Worldwide)	Co-publisher %
189	DOO-WOP (THAT THING)	HILL,LAURYN	HILL,LAURYN	100.00%	100.00%	World Wide	
635	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	
244177	Driftwood	Travis	Healey	100.00%	100.00%	World Wide	
138402	Drinkin' Bone	Tracy Byrd	Phillips/Bearthard	50.00%	50.00%	World Wide	
83936	Drive My Car	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide	
519639	Drugs or Jesus	Tim McGraw	James, Lindsey, Verges, Mayo	25.00%	25.00%	World Wide	
340303	Drunk by myself	Nas	Jones /Barnes/Olivier/West	50.00%	50.00%	World Wide	
108388	Dusic	Brick	Brown/Hargis/Ranson	100.00%	100.00%	World Wide	
86577	Eastenders Theme	Eastenders	May/Osborne	100.00%	100%	World Wide	
83937	Eight Days A Week	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide	
83938	Eleanor Rigby	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide	
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	Warner 44.37%, Ensign 25%
446111	Endless, Helpless, Hoping	Josh Gracin	Krossen/Garrett	100.00%	100.00%	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	
37753	Eternal Flame	Bangles	Steinberg/Kelly/Holly	66.67% Sony, 33.33% Bangophile music	66.67%	World Wide	
24452	Every Little Step	Bobby Brown	Edmonds/Reid	67.50%	67.50%	World wide	Warner 32.5%
83940	Every Little Thing She Does	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide	
	Every Sip	LL Cool J	Milsap/Mosely/Nestor/Smith	pending	pending		
521800	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	
538815	Everything	Fefe Dobson	Dobson/Levine/McCollum	100.00%	100.00%	World Wide	
130248	Everything	Safri Duo	Frie/Savery	100.00%	100.00%	World Wide	
	Everything I Own	Bread	Gates, David A.	Sony/ATV Tunes LLC (ASCAP)	100.00%	World Wide	
106555							
62223	Everytime I Close My Eyes	Babyface	Edmonds	100.00%	100.00%	World Wide	
	Ex-Factor	Lauryn Hill	Hill, Hamlish, Bergman, Bergman, Diggs, Woods, Hunter, Smith, Hawkins, Coles, Grice, Jones	60.00%	60.00%	World Wide	
243894							
517476	Extraordinary	Liz Phair	Phair/Edwards/Spock/Christy	25.00%	25.00%	World Wide	
48885	F*** With Dre Day	Dr. Dre	Young, Clinton, Spradley, Broadus, Shider	50.00%	50.00%	World Wide	
	Fallen	Mya	Shelton/Veney/Hill/Bonfa/ Toledo	25.00%	25.00%	World wide	
527998							
	Fallen	Sarah McLachlan	McLachlan	100.00%	100.00%	World X Canada	
524013							
	Fantastic Voyage	Lakeside	Alexander / Beavers / Craig / Shockley / Stokes / Wood / Mccain / Shelby	100% Sony/ATV Tunes LLC dba Portrait /Solar	100.00%	Worldwide	
24252							
	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	
	Flora 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	
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/H akala	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	
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	
549174	Forgotten	Avril Lavigne	Kreviazuk/Lavigne	50% Sony/ATV Songs LLC	50.00%	Worldd Wide	rent/upcoming releases
1210	Fraggle Rock	Muppets	P. Balsam, D. Lee-D. Gillis?	100.00%	100.00%	World Wide	
17	Friends In Low Places	Garth Brooks	Blackwell/Lee	50.00%	50.00%	World Wide	
A31	Fu-Gee-La	The Fugees	Wyclaff / Hill / Michel / Mognier / Remi / Marie	25.50%	25.50%	World Wide	
527400	Funeral Song	Rasmus	Yloenen/Rantasalmi/Heinonen/H akala	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	

SCHEDULE A

Song #	Title	Artist	Writer/s	US % Collected	US % Territory(WW, Licensed Work Wide)	Co-publisher %
13	Get Back	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00% World Wide	
530784	Get Free	The Vines	Nichols	100.00%	100.00% World X Australia/New Zealand	
133984	Get This Money	Jay Z & R Kelly	Barnes/Kelly /Carter	25.00%	25.00% World Wide	EMI 35%, Zomba 40%
83949	Getting Better	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide	
75998	Getting' Jiggy Wit It	Will Smith	Rodgers / Edwards / Smith	30.00%	30.00% Worldwide	Warner Tamerlane 30% / Treyball Music, Inc. 40%
78030	Ghetto Superstar	Pras	Pras/Jean/Gibb/Gibb/Gibb/Jones	15.00%	15.00% World Wide	60% Careers-BMG Music Publishing, Inc. 6% Wu Tang Publishing 6% TCF Music Publishing 15% Publisher Unknown
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	
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	
83951	Glass Onion	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% 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	Craig Morris Music 66.66%
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/	50.00%	50.00% WW	
84115	Golden Slumbers	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00% World Wide	
100532	Goldfinger	Goldfinger	L. Bricusse, A. Newley, J. Barry	100.00%	100.00% World Wide	
77167	Gone Til November	Wyclef Jean	Jean, Wyclef	Sony/ATV Tunes LLC / Huss-Zwingli Publishing Inc. (ASCAP) 100%	100.00% Worldwide	
952	Good Day Sunshine	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide	
41148	Good Die Young	50 Cent	West/Jackson	50.00%	50.00% World Wide	50 Cent Music
500259	Good Man	India Aire	Baker/Ramsey/Sanders/Simpson	25.00%	25.00% World Wide	Berna II Music Publishing 25%, Publisher(s) unknown 25%, WB Music Corp 25%, Songs of Windswept Pacific 25%
83953	Good Morning	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide	
53742	Good Times	Chic	Rogers, Nile G. , Bernard Edwards	Sony Songs Tommy Jymi Inc. (BMI) 50%	50.00% World Wide	Bernards other music 50%
106719	Got To Get It	Sisqo	West / Andrews	40.00%	40.00% Worldwide	Da Ish Entertainment 40%
83955	Got To Get You Into My Life	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00% World Wide	
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 Artjus-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/Hietala	100.00%	100.00% World Wide	
510191	Hands Up	TLC	Babyface, Simmons	75.00%	75.00% World Wide	
38701	Hang On To Your Love	Sade	Matheswman, Adu	100.00%	100.00% World Wide	Angel Music LTD* admn by Sony/ATV Songs LLC(BMI)100%
83956	Happiness Is A Warm Gun	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide	
931	Happy Radio (Cry Till I Die)	Bradford	Edwin Starr	100.00%	100.00% World Wide	
57	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	
113587	Haunted	Poe	Danielewski Annie	58.00%	100.00% World Wide	21% Music of Windswept, 21% EMI April Music
53994	Have You Ever Really Loved A Woman	Bryan Adams	Adams/Lange/Kamen	33.33%	33.33% World wide	Zomba 33.33%, New Line 33.33%
1860	He Stopped Loving Her Today	George Jones	Bradcock/Putman	100.00%	100.00% World Wide	

SCHEDULE A

Song #	Title	Artist	Writers	US % Collected	US % Territory(WW=Licensed World Wide)	Co-publisher %
179	He Wasn't	Avril Lavigne	Kreviazuk/Lavigne	50% Sony/ATV Songs LLC	50.00% World Wide	rent/upcoming releases
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	
87110	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	Seja Music 15.63%, Publisher(s) Unknown 75%, Rubberband Music 9.38%
60588	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	
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.Ilias, V.Babb,F.Viacsky, L.Troutman, R.Troutman	33.34%	33.34% World Wide	
280306	Hey Lover	LL Cool J	Smith/Temperton	25.00%	25.00% World Wide	
115011	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	15% Wilder Kingdom Music, 35% Ken Burgomaster Music
330799	Highly Evolved	The Vines	Nicholls	100.00%	100.00% World X Australia/New Zealand	
525097	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	
462	Hold It Now, Hit It	Beastie Boys	Horovitz/Rubin/Yauch	25.00%	25.00% World Wide	
93438	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	
133699	Home and Dry	Pet Shop Boys	Tennant/Lowe	100%	100% 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	
138166	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	
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	Hov! 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	
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	rent/upcoming releases
110127	How To Rob	50 Cent	Barnes/Oliver/Casey/Finch/ Jackson/Angelettie	20.00%	20.00% 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	
141 168	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	Sony/ATV Tunes LLC 17.5%, LL Cool J Music 17.5%, Pub(s) Unknown 65%
46500	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	

SCHEDULE A

Song #	Title	Artist	Writer/s	US % Collected	US % Territory(WW=Licensed World Wide)	Co-publisher %
152	I Believe	Diamond Rio	Kees/Ewing	100.00%	100.00% World Wide	
321	I Believe	Fantasia (Am. Idol)	Gray/Walters/Blancaniello)	33.34%	33.34% World Wide	
8192	I Can't Stop Loving You	Don Gibson	Gibson	100.00%	100.00% World Wide	
110634	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	Dyme / Bowles	25.00%	25.00% Worldwide	
37767	I Drove All Night	Celine Dion/Cyndi Lauper	Steinberg/Kelly	100.00%	100.00% Worldwide	
83971	I Feel Fine	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00% World Wide	
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	
496286	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	
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	8.33% Mosaic
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	
7180	I Love You	Martina McBride	Hyler / Folese / Folese	33.33%	33.33% World ex. Italy	Bud Dog Music, Inc. 33.33% / Scott and Soda Music 33.33%
3833	I Melt	Rascal Flatts	Levox/Thrasher	33.34%	33.34% World Wide	
97320	I Miss My Friend	Darryl Worley	Martin / Nesler / Shapiro	58.33%	58.33% Worldwide	8.33% Mosaic ; 33.33% Crutchfield Music
24295	I Miss You	Klymaxx	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	58.25%	58.25% World Wide	
103292	I Need To Know	Marc Anthony	Rooney/Anthony	100.00%	100.00% World wide	
116056	I Should Be So Lucky	Kylie Minogue	Stock/Aitken/Waterman	33.34%	33.34% World wide	All Boys Music 33.33%, Sid's Songs 33.33%
83989	I Should Have Known Better	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide	
29513	I Sometimes Wish I Was Dead	Depeche Mode	Clarke	100.00%	100.00% World Wide	
108772	I Think I'm In Love With You	Jessica Simpson	Rooney/Shea/Mellencamp	18.67%	18.67% 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	EMI AUSTRALIA 40%
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	Sushi Too Music 35% ; 4.37% publishing Unkn
106784	I Wanna Love You Forever	Color Me Badd	Louis Blancaniello ,Watters, Samuel J.	Sony/ATV Tunes LLC o/b/o S M Y 50%	50.00% World Wide	Breakthrough Productions 50%
111066	I Want Candy	Bow wow wow/Aaron Carter	Feldman/Goldstein/Berns/Gottehrer	75.00%	75.00% US	Sloopy II 25%
338354	I Want To Live	Josh Gracie	James/Rutherford	50.00%	50.00% World Wide	
198018	I Want You	LL Cool J	Rubin / Smith	87.50%	87.50% World Wide	
519023	I Want You	Thalia feat. Fat Joe	Rooney/Bruno/Cartagena/ Russell	20.00%	20.00% World Wide	
53761	I Want Your Love	Chic	Edwards / Rodgers	50% Sony/ATV Songs LLC	50.00% Worldwide	Warner Chappell / Domards Other Music 50%
83996	I Will	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100% World Wide	
937	I Will Remember You	Sarah McLachlan	McLachlin/Egan/Morenda	40.00%	40.00% World excluding Canada	20% 20th Century Fox 40% Fox Film Music, Inc.
125458	I Wish I Didn't Miss You	Angie Stone	Martin / Matias / Huff / McFadden / Whitehead	20.00%	20.00% Worldwide	Warner-Tamerlane 60% / Ghetto Fabulous Entertainment 20%
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	

SCHEDULE A

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	Ice Ice Baby	Vanilla Ice	Johnson/Van Winkle/Brown	6.66%	6.66% World Wide	Johnson Music Co. 4.99%, Knightlife Productions 1.67%, EMI Virgin Music Pub LTD 4.00%, Ice Baby Music 15%, Fern Hill 1.67%, QPM Music Inc 5.42%, After Schock Music 11.25%, Bewley Bros Music 25.20%, Queen Music 30%, EMI Blackwood Music 0"
45900						
106561	If	Bread	Gates David A	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	
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	Polygram 12.5% / Windswept Pacific 62.5%
	If You Ever Stop Loving Me	Montgomery Gentry	Shapiro/Diplero/Rutherford	66.67%	66.67% World Wide	Wenonga Music 16.67%, Love Monkey 16.67%, Sony/ATV Tree Publishing 33.34%, Univ. MCA Music Pub (A div of Uni Stu 33.34%
527462						
527462	If You Ever Stop Loving Me	Montgomery Gentry	DePiero/Shapiro/Rutherford	66.66%	66.66% World Wide	UMG 33.33%
	If You Had My Love	J-Lo	Lopez, Jennifer L., Mark Rooney, Lashawn Daniels, Fred Jerkins III, Rodney Jerkins	Sony/ATV Songs LLC (BMI) 15%	15.00% World Wide	Nuyorican Publishing 5%, lashawn Daniels Publishing Designee 18%, Rodney Jerkins Productions 50%, Fred Jerkins Productions 12%
99466						
	If You Loved Me	Tracy Lawrence	Nelson / Shapiro	50.00%	50.00% Worldwide	Warner Tamerlane 50% : Mosaic Music 12.5%
51505						
	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	
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	
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	
46980	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	EMI Blackwood 50% : Mosaic Music 12.5%
522811	I'm A Rough Ryder	Drag-On	Quailes/Smalls/Williams/Davis	25.00%	25.00% World Wide	
118309	I'm A Thug	Trick Daddy	Vanhoy/Young/Duggins	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% Weird Wide	Sony/ATV Tree Publishing 33.34%, Zomba Songs Inc.66.66%
04231						
77986	I'm Bad	LL Cool J	Smith/Simon/Ervin	56.25%	56.25% World wide	
505095	I'm Glad	Jennifer Lopez	Rooney/Lopez/ Olive/Weaver	80.00%	80.00% World wide	
130266	I'm Gonna Be Alright	Jennifer Lopez	Lopez/Rooney/Oliver/Cook/Lepread	50.00%	50.00% World wide	EMI 40%
83984	I'm Looking Through You	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide	
	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%	BREAKTHROUGH CREATIONS 42.50 / PO HO PRODUCTIONS 15.00
106757	I'm Outta Love				Worldwide	
	I'm Real	Jennifer Lopez	J. Lopez, T. Oliver, C. Rooney, L.E.S.	47.50%	47.5	
130203						
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	Sony ATV Tunes 12.5%, LL Cool J Music 12.5%, Def Jam Music 8.34%, EMI Virgin Music Inc 33.33%, La Posse Music 33.33%
78005						
	I'm Your Baby Tonight	Whitney Houston	L.A. Reid, Babyface	62.50%	62.50% World Wide	Sony ATV Epic Solar 25%, Ecaf Music 37.5%, Kear Music 0%, Warner Tamerlane Publ. Corp. 37.5%
27848						
	In Another World	Joe Diffie	Shapiro / Wilson / Yeary	33.33%	33.33% Worldwide	Songs Of Dreamworks 33.33% / Hookline East 16.66% / Madeline Grace 16.66%
103171						
91456	In My Life	Beatles	Lennon John/Mc Cartney Paul	100.00%	100.00% World Wide	Sony ATV Tunes LLC 100%, Northern Songs 0%
91456	In My Life	Juvenile Feat Manny Fresh	Lennon John/Mc Cartney Paul	100.00%	100.00% World Wide	
106531	In The Ghetto	Presley, Elvis	M Davis	75.00%	75.00% World Wide	25% R and H Music Co.
527402	In the Shadows	Rasmus	Yloenen/Rantasalmi/Heinonen/Hakala	100.00%	100.00% World Wide	
58345	In The Summertime	Mungo Jerry	Ray Dorset	50.00%	50.00% World Wide	Polygram controls the other 50%
131672	In Your Eyes	Kylie Minogue	Stannard / Minogue / Gallagher / Howes	25% Sony/Atv Tunes LLC obo Sony/ATV Music Publishing UK Ltd.	25.00% Worldwide	Publishing Unknown 75%
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/Witherspoon/Riser/Dean	37.50%	37.50% World Wide	
135133	Innocent	Our Lady Peace	Coutts/Maida/Taggart	100.00%	100.00% World Wide	
129513	Intatiable	Darren Hayes	Hayes / Manasieff	50.00%	50.00% Worldwide	Rough Cut Music 50%
82237	Inside Out	Trisha Yearwood	Adams / Peters	100.00%	100.00% Worldwide	

SCHEDULE A

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47	Is Anybody Home	Our Lady Peace	Maida/Lenni	Sony/ATV Tunes obo Sony Canada & Under Zenith Pub 50% / Lanni Tunes 50%	50.00% Worldwide	
114251	It's Alright To Be A Redneck	Alan Jackson	MacLaughlin / Kenner	1250.00%	12.50% 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	
83993	I've Just Seen A Face	Beatles	Lennon / Mccartney	66.67% Sony, 33.33% EMI	100.00% World Wide	
451020	Jamas	Cox	Camilo Blanes	100.00%	100.00% World Wide	
450401	Jambalaya	Hank Williams	Hank Williams	60.00%	60.00% US	We control 100% outside the US
197385	Jazzie's Groove	Soul II Soul	Hooper/Romeo	50.00%	50.00% World Wide	
	Jenny From the Block	J-Lo	Oliver, Oliver, Doyo, 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	Careers-BMG Music Publishing Inc. 50%
126643	Jigga That Nigga	Jay-Z	Carter / Olivier / Barnes	33.34%	33.34% Worldwide	Lil' Lulu Publishing 50% / Shelles House 16.66%
78011	Jingling Baby	LL Cool J	Smith/Coffey/Simon	40.31%	40.31% World Wide	
83997	Julia	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00% World Wide	
111335	JUMPIN' JUMPIN'	DESTINY'S CHILD	Elliot, Knowles, Moore, Alexander	50.00%	50% Worldwide	353 MUSIC PUBLISHING 50%
332222	JUSQU'A ME PERDRE	Garou	ADAMS BRYAN, KENNEDY ELIOT JOHN	67.50%	6750% Worldwide	
38065	Just Can't Get Enough	Depeche Mode	V. Clarke	100.00%	100.00% World Wide	
80776	Just Once	n/a	Mann/Weil	100.00%	100.00% World Wide	
130109	Just To See You Smile	Tim McGraw	Nesler / Martin	37.50%	37.50% Worldwide	Mosaic Music 12.5% ; Glitterfish Music Inc. 50%
450707	Kaw-Liga	Hank Williams	Williams/Rose	100.00%	100.00% World Wide	
	Keep their heads ringin'	Dr. Dre	Brown, Chisholm, Cooks, Yound Robinson, Sneed, Anderson	25.00%	25.00% World Wide	
750						
960	Keep Ya Head Up	2 Pac	Troutman/Shakur/Anderson	31.25%	31.25% World Wide	
J0165	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	
109219	Key Largo	Bertie Higgins	Higgins E Elbert Joseph/Limbo Sonny	75.00%	75.00% World Wide	25% Warner/Chappell
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.	50% Fox-Gimbel Productions, Inc.
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	
	Knock Three Times	Tony Orlando & Dawn	Brown/Levine	Sony/Lactrada 55%	55% World Wide	
119	Kusha Las Playas	Las Ketchup	Ruiz/Munoz/Munoz/Munoz	100.00%	100% World Wide	
232	La Brisa	Chaco	Francisco Manuel Ruiz Gomez	100.00%	100% World Wide	
585291	La Locura	Yahir	Alejandro Jaen, Rafael Vergara, William Paz	33.34%	33% World Wide	
114280	Lady (Hear Me Tonight)	Modjo	Rodgers / Edwards / Deslagnol / Tranchant	25.00%	25% World	Les Nouvelles Editions Eddie Barclay (France) 50%
100143	Lady Down On Love	Alabama	Owen	100.00%	100% world Wide	
83999	Lady Madonna	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide	

SCHEDULE A

Song #	Title	Artist	Writer/s	US % Collected	US % Territory(WW-Licensed World Wide)	Co-publisher %
	Laid To Rest	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100% Sony/ATV Songs LLC	100.00% WW	
052250						
59469	Last Night	Az Yet	Edmonds/Andes	50.00%	50.00% World Wide	ront/upcoming releases
79135	Laughter In The Rain	Neil Sedaka	Cody Phillip/Sedaka Neil	12.50%	12.50% WW	16.87% EMI Jemaxal Music, Inc. 22.50% EMI Sosaha 27.50% Songs of SJL-RSL Music 20.62% SJL-RSL Songs Company
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	Bernards Other Music 50%
53778						
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	50% Warner/Chappell
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 dba Sony Canada & Under Zenith Pub & Calchit Songs & I'm In Zhuatanejo Music / Two Monthes In The Hole 80% / Lanni Tunes 20%	80.00% Worldwide	
	Like A Virgin	Madonna	Kelly, Thomas F. , Steinberg, William E.	Sony/ATV Tunes LLC (ASCAP) 100%	100.00% World Wide	
37701						
	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	
632	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	
112399	Living And Living Well	George Strait	Martin / Nesler / Shapiro	58.33%	58.33% Worldwide	8.33% Mosaic ; 33.33% Glitterfish Music
84120	Long & Winding Road	Beatles	Lennon John/Mc Cartney Paul	64.167% Sony, 35.833 EMI	100.00% World Wide	
125698	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	Sony/ATV Songs LLC 100%, Venice Mus 0%
82975						
114345	Look At Us	Craig Morgan	Morgan/Cannon/Bastian	66.67%	66.67% World Wide	
595802	Lose My Breath	Destiny's Child	Jerkins/Garrett/Knowles/Rowland M. Williams/Jerkins III/ Daniels, Carte	24.16	24.16% World Wide	
109034	Losing Lisa	Ben Folds	Ben Folds, Frally Hynes	95.00%	95% World Wide	
	Love At First Sight	Kylie Minogue	Minogue/ Stanard/ Gallagher/ Howes/ Harrington	20.00%	20.00% Worldwide	Publisher Unknown 80%
131673						
537911	Love Doesn't Live Here No More	Ricky Fante	Deutsch/Fante/Harris/Kats	25.00%	25.00% Worldwide	
	Love Like This	Faith Evans	Rodgers/Edwards/Combs/Evans/ Emery/Lawrence/Crawford	25.00%	25.00% World Wide	
91508						
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	
59351	Love's The Only House	Martina McBride	Douglas / Cason	50.00%	50.00% Worldwide	Buzz Cason Publiscations 50%
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	
150791	Luchini	Camp Lo	Randolph / Spencer / Smith / Wallace / Wilde / 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	
237986	Ma Baker	Boney M	Jay/Reyam/Farian	100.00%	100.00% World Wide	
578	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	
05						
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	
902056	Mamas Dont Let Your Babies Grow Up To Be Cowboys	Willie Nelson/Waylon Jennings	Bruce/Bruce	100.00%	100.00% World Wide	

SCHEDULE A

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1240	Maria Maria	Santana	Jean/Duplessis/Santana/Perazzo/Rekow	65.00%	65.00% World Wide	10% EMI-Blackwood Music, Inc 6% EMI April Music, Inc. 10% Te-Dass Music, Inc. 10% Stellabella Music
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	
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	
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	Sony/ATV Tree Publishing 33.34%, Zomba Songs Inc.33.33%, Electric Mule Music 33.33%
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	
96249	Mess	Ben Folds Five	Ben Folds	100.00%	100% World Wide	
76903	Miami	Will Smith	Shelby/Shockley/Sylvers/Smith	50.00%	50% World wide	Treball 25%, DPJJ 25%
84007	Michelle	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00% World Wide	
14213	Midas Touch	Midnight Star	Watson	94.45%	94.45% World Wide	
22103	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	
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	Soja Mus Co, Pub Unknown, Rubberband Music
113353	More Than That	Backstreet Boys	Anders/Wannorberg/Jemberg	33.33% Sony/ATV Songs, 33.33% Sony/ATV Tunes	66.66% World Wide	Universal has the remaining 33.33%
112110	Morning Glory	Oasis	Noel Gallagher	100.00%	100.00% Worldwide	
111756	Most Girls	Pink	Babyface / Thomas	50.00%	50.00% Worldwide	
1009	Mother Nature's Son	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide	
4033	Mountain Dew	Willie Nelson	Wiseman/Lunsford	50.00%	50.00% World Wide	50% Tannea Music, Inc.
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	
451662	Movin Melodies	ATB	Tonneberger	100.00%	100.00% World Wide	
111696	Mr. Mom	Lonestar	Harbin/Ron/McDonald/Pfrimmer/Don	33.34%	33.34% World Wide	
51164	Murder Was The Case	Snoop Dogg	Young/Trawick/Griffin/Boradus/Arnaud	37.50%	37.50% World Wide	
103251	Muppet Show Theme	Muppets	Henson, Pottle	100.00%	100.00% World Wide	
640975	My Baby You	Marc Anthony	Afanasieff, Walter N., Munic, Mark A.	Sony/ATV Tunes, LLC (ASCAP) 100%	100.00% World Wide	
448263	My Buddy	G-Unit	Brown/Jackson/Lloude/Morricone/Avsar	1667.00%	18.67% Worldwide	
100098	My Front Porch Looking In	Lonestar	McDonald/Myers/Pfrimmer	33.33%	33.33% World Wide	
515013	My Heart Is Lost In You	Brooks & Dunn	Dessyers/Harrington	50.00%	50.00% World Wide	
95602	My Last Name	Diarks Bently	Bentley/Allen	50.00%	50.00% World Wide	
28325	My Love Is Your Love	Whitney Houston	Jean Nel Wyclef/Duplessis	75.00%	75.00% World Wide	25% Te-bass Music, Inc.
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	
118500	Nada Personal	Marc Anthony	Estefano/Anthony/Reyes	100.00%	100.00% World Wide	
28523	Nasty Girl	Destiny's Child	Knowles/ Dent / Brassi / Hackett	30.00%	30.00% Worldwide	20% Screen Gems - EMI Music ; 50% Hitco South / For Chase Publishing
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	All Boys Music 33.33%, Sid's Songs 33.33%
84222	Never Gonna Let You Go	Faith Evans	Edmonds/Thomas	Sony/ATV Songs & ECAF Music 40% / EMI April & E-Two Music 60%	40.00% Worldwide	
102500	New York City	John Lennon	Lennon	100.00%	100.00% Worldwide	
193	New York Groove	Ace Frehley	Ballard	100.00%	100.00% Worldwide	
42701	Niggas Ain't S**t	Tona/Dr. Dre	Young/Carry/Wolfe/Taylor/Beasley/Broadus	18.75%	18.75% World Wide	
597292	Niggaz Done Started Something	DMX	Blackman/Betha/Styles/Simmons/Jacobs/Phillips	50.00%	50.00% World Wide	
512289	No Me Quiero Enamorar	Kalimba	Domm, Oceransky, Bernal	50.00%	50.00% World Wide	
38633	No Me Tortures	Daniel Rene	Pilota/Danny Lopez	35.00%	35.00% Worldwide	
76525	No More Mr. Nice Guy	Alice Cooper	Cooper/Bruce	100% Sony/ATV Songs	100.00% World Wide	
	No One Else On Earth	Wynonna	Colucci / Harris / Lorber	41.67%	41.67% World Wide	

SCHEDULE A

Song #	Title	Artist	Writer/s	US % Collected	US % Licensed	Territory(WW-World Wide)	Co-publisher %
27	No Place That Far	Sara Evans	Evans/Martin/Shapiro	91.66%	91.66%	Worldwide	8.33% Mosaic
313	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	
127596	No Such Thing	John Mayer	Mayer/Cook	85.00%	85.00%	World Wide	
84014	Norwegian Wood (This Bird Has Flown)	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide	
55740	Not Gon' Cry	Mary J. Blige	Edmonds	87.50%	87.50%	Worldwide	Fox Film Music Corp. 12.5%
	Not On Your Love	Jeff Carson	Martin /Wilson / Martin	20.84%	20.84%	Worldwide	Mosaic 8.33% ; Warner Tamerlane 33.33% ; Reese Danton Wilson Publishing Designee 33.33%
130024							
423081	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	
907598	Ob La Di Ob La Da	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide	
116758	Ocean Spray	Manic Street Preachers	Moore/Jones/Bradfield	100.00%	100.00%	World Wide	
84123	Oh Darling	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00%	World Wide	
38112	Oh L'Amour	Erasure	Bell/Clarke	100.00%	100.00%	World Wide	
448598	Oh Pretty Woman	Roy Orbison	Dees/Orbison	62.50%	62.50%	USA	
537908	Oh Yeah	Ricky Fante	Deutsch/Fante/Harris/Kats	35.00%	35.00%	Worldwide	
81908	Okie From Muskogee	Merle Haggard	Powers, Haggard	100.00%	100.00%	World Wide	
505527	Old Blue Chair	Kenny Chesney	Chesney	100.00%	100.00%	World Wide	
	Omerta	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	
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	Maida/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	EMI April Music, Inc. - Justin Combs Music - Big Poppa Music (ASCAP) 66.67% Distant Beats Music (BMI) 16.66%
	One Night Stand	Mateeq	Mikkel/ SE/ Rustan/ Hermansen/ Dixon/ Washington/ Nash	16.66%	16.66%	World Wide	Publisher Unknown 83.34%
	One Nite Stand	Sarah Connor	Duplessis/Wydef/Connor/Fortuna	37.50%	37.50%	World Wide	
138143							
106975	One Voice	Billy Gilman	Cook, Maloy	50.00%	50.00%	World Wide	50% Starstruck Angel Music, Inc.
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	Colwell, Slater	50.00%	50.00%	World Wide	
	Ordinary	Train	Hendrickson, Monahan	12.50%	12.50%	World Wide	
101174	Our House	Crosby, Stills, Nash & Young	G. Nash	100.00%	100.00%	World Wide	
330810	Outta The Way	The Vines	Nichols	100.00%	100.00%	World X Australia/New Zealand	
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	Zomba 8.33% / Irving Music 37.5% / Careers-BMG 8.33% / Warner/Chappell 8.34%
127604							
	Party To Damascus	Wyclef feat. Missy Elliot	Jean/Duplessis/Eliot	60.00%	60.00%	World Wide	EMI 20%.
524145							
	Paul Revere	Beastie Boys	Rubin / Horowitz / McDaniels / Simmons	10.00%	10.00%	Worldwide	
234760							
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							
91464	Penny Lane	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide	
385	Per Te	Josh Groban	Afanasieff/Groban/Mannangel	25.00%	25.00%	World Wide	
3090	Perfect	Sara Evans	Evans/Martin/Shapiro	100.00%	100.00%	World Wide	
	Perfect Gentleman	Wyclef Jean	Jean / Duplessis / Harris	45.00%	45.00%	Worldwide	EMI Blackwood Music Publishing 45% / Hope A Dope 10%
112887							
501899	Persuaders	N/A	Barry	100.00%	100.00%	World Wide	
38295	Philosophy	Ben Folds Five	Folds	100.00%	100.00%	Worldwide	

SCHEDULE A

Song #	Title	Artist	Writer/s	US % Collected	US % Licensed	Territory(WW-World Wide)	Co-publisher %
113	Picture Perfect	Angela Via	Trullinger/Cosgrove/Clark	Sony/ATV Tunes LLC / Gruvis Music 33.33% / WB Music Corp, Be Le Be Music, About Time Music 66.67%	33.33%	Worldwide	
110510	Piece Of My Heart	Janis Joplin	Russell/Ragoboy	16.67%	16.67%	World Wide	
	Piggy In The Middle	Beatles	Lennon / Mccartney	82.08% Sony, 17.92% EMI	100.00%	World Wide	
95529							
118573	Play	J-LO	Cory Rooney A Bagge, A. Birgisson, C. Milian	Sony/ATV Songs / LLC Cori Tiffani Publishing 5% Air Chrysalis Scandinavia (BMI) 31.66% Martyn Songs-Universal Music Publishing 53.32%Sony/ATV Songs / LLC Cori Tiffani Publishing	5.00%	Worldwide	
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	EMI MUSIC, INC. / DESMOBILE MUSIC CO., INC. 42.50% Kat & MOUSE MUSIC 15.00%
80878	Polyester Bride	Liz Phair	Phair	100.00%	100.00%	World Wide	
6462	Pop A Top	Alan Jackson	Shuckey	100.00%	100.00%	Worldwide	
	Pop Lockin'	Sikk The Shocker	Troutman/Troutman/Hooks/Hudson/Broadus/Spillman/Miller/Brooks	Sony/Lestrada 37.5	37.50%	World Wide	
125000							
	Possession	Sarah McLachlan	McLachlan	100.00%	100.00%	World X Canada	
45930							
	Powerless (Say What You Want)	Nelly Furtado	Eaton/West/Furtado/Horn/Dudley/ McLaron	26.68%	26.68%	WW	
526494							
	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							
	Pure and Simple	Hear' Say	Clarkson / Hawes / Kirtley	33.34%	33.34%	Worldwide	Strong Songs 33.33% / Universal Music Publishing Ltd. 33.33%
534809							
60682	Pure Massacre	Silverchair	Johns/Gillies	100.00%	100.00%	World Wide	
	Push It	Salt n Pepa	Ray Davis/Herby Azor	2.00%	2.00%	Can/Mex/USA	
122025							
	Put Your Hands Where My Eyes Can See	Busta Rhymes	Seals/Smith	50.00%	50.00%	World Wide	
450185							
	Quarterbackin	E40	Adams/Stevens/Thornton/Thornton	50.00%	50.00%	World Wide	
596865							
527450	Que Uero	Sin Bandera	Garcia	100.00%	100.00%	World Wide	
36252	Radar Love	Golden Earring	Kooymans/Hay	100.00%	100.00%	World Wide	
50820	Rainbow Connection	Kermit The Frog	Ascher/Williams	100.00%	100.00%	World Wide	
	Rapper's Delight	Sugarhill Gang	Rodgers / Edwards	50.00%	50.00%	Worldwide	Warner Tamerlane / Bernards Other Music 50%
75013							
237989	Rasputin	Boney M	Jay/Reyam/Farian	100.00%	100.00%	Worldwide	
39969	Rat-Tat-Tat-Tat	Dr. Dre	Curry/Young	100.00%	100.00%	Worldwide	
525733	Re-offender	Travis	Healy	100.00%	100.00%	Worldwide	
	Reaper (Don't Fear The)	Blue Oyster Cult	Roeser, Donald	Sony/ATV Tunes, LLC (ASCAP) 100%	100.00%	World exluding 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/Norton/Adler W./Campbell/ Adler C.,	100% Sony/ATV Songs LLC	100.00%	WW	
593837							
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	
355	Ride	The Vines	Nichols	100.00%	100.00%	World Wide	
187	Rock Around The Clock	Bill Haley	Max C. Freedman/J. Myers	75.00%	75.00%	US, Canada, & Mexico	25% Capano Music
517481	Rock Me	Liz Phair	Alspach/Edwards/Christy/Phair	25.00%	25.00%	World Wide	
77981	Rock The Bells	LL Cool J	Smith/Rubin	87.50%	87.50%	World Wide	

SCHEDULE A

Song #	Title	Artist	Writers	US % Collected	US % Territory(WW-Licensed World Wide)	Co-publisher %
	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	BMG Music Publishing 90% ; Publishing Unknown 2%
84025	Rocky Raccoon	Beatles	Lennon, John W., McCartney, Paul	66.67% Sony, 33.33% EMI	100.00% World Wide	
274815	Rose Garden	Lynn Anderson	Joe South	100.00%	100.00% World Wide	
595356	Rub My Back	LL Cool J	James Smith, Tim Mosley	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	EMI Blackwood Music Publishing 75%
125150						
506748	Run, Run, Run	Ryan Tyler	Powell/Davis/Kayle	33.34%	33.34% World Wide	
132199	Same Old Brand New You	A1	Adams/Ingerbigdsen/Read/Foster	50.00%	50.00% World Wide	50% Publisher Unknown
	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%
111041						
	Say You'll Be there	Spice Girls	Beckham/Brown/Buck/Burton/Chisholm/Halliwell/Kennedy	66.67%	66.67% World Wide	Sony ATV Songs LLC 8.33%, Sony Music Pub UK 33.34%, Yab Yum Music 8.33%, Vibzelect Music 16.67%, Windswept Music 33.33%
62015						
505742	Scandalous	Musiq	Eriksen/Rustan/Hermansen	16.67%	16.67% World Wide	
594794	Se Esfuma Tu Amor	Marc Anthony	Salgado/Pagan	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	Warner/Chappell 40%
1531	Secret Of Life	Faith Hill	Peters	100.00%	100.00% World Wide	
.0897	Secretly	Jennifer Lopez	Shakir, Rooney, Oliver, Lopez	90.00%	90.00% World Wide	
038924	Seniada Aqui en mi Alma	Chayanne	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	
148323	Setting Sun	Chemical Brothers	Gallagher/Rowlands/Simons	50.00%	50.00% World Wide	
37818	Sex As A Weapon	Pat Benatar	Steinberg/Kelly	Sony/ATV Tunes LLC 100%	100.00% World Wide	
118503	Sexy Daddy	Destiny's Child	Beyonce Knowles Damon Elliott	Sony/ATV Tunes LLC / Beyonce Publishing (ASCAP) 60%	60.00% World Wide	Warner Chappell / DWE Music (ASCAP) 40%
	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	
	Shake Ya Body	Jay Z & R Kelly	Barnes/Olivier/Kelly/Dewese/Jones/Robinson	20.00%	20.00% World Wide	
334368						
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/Saven	33.340%	33.340% World Wide	
113235	She Bangs	Ricky Martin	Alanasieff/Child/Rosa	45.88%	45.88% World Wide	54.12% Warner/Chappell
84127	She Came In through The Bathroom Window	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide	
119260	She Couldn't Change Me	Montgomery Gentry	Nicholson/ Knight	50.00%	50.00% World wide	Warner 50%
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	Moslac Music 43.75% ; Diamond Struck Music 11.25% ; Mike Curb Music 15.62%
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	
108648	Sheila	Tommy Roe	Roe Tommy	100.00%	100.00% World Wide	
133963	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	
84032	She's A Woman	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide	
9453	She's Crafty	Beastie Boys	Horovitz/Rubin/Yauch	12.50%	12.50% World Wide	
033	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	
100359	Ships That Don't Come In	Joe Diffie	Gibson / Nelson	50.00%	50.00% Worldwide	
242133	Show Me Love	Robin S / DJ Tonka	Mcfarlane/George	100.00%	100.00% Worldwide	
118235	Show Me The Meaning Of Being Lonely	Backstreet Boys	Herbert Crichlow/Max Martin	50.00%	50.00% World wide	Granis Ville Publishing 50%
	Show Me The Way To Your Love	Hear Say	Erikseen / Hermansen / Haligeir	33.34%	33.34% Worldwide	Publishing Unkown 66.66%

SCHEDULE A

Song #	Title	Artist	Writer/s	US % Collected	US % Territory(WW-- Licensed World Wide)	Co-publicher %
135	Showroom Dummies	Kraftwerk	Huetter	100.00%	100.00% US	
99	Sick Boys	Michael Ness	Michael Ness	100.00%	100.00% World Wide	
	Side	Travis	Healy	100% Sony/ATV Songs LLC dba Sony/ATV Music Publishing UK Ltd.	100.00% Worldwide	
118102	Silence	Delerium	Leeb/Fuller/McLachlan	50.00%	50.00% World ex Canada	Esoteria Music 15% / Nettoverboard 35%
76705	Silent Murder	Nas	Browne / Jones / Rooro	30.00%	30.00% Worldwide	
118098	Sing	Travis	Healy	100.00%	100.00% WorldWide	
54802	Sittin' Up In My Room	Brandy	Edmonds	87.50%	87.50% Worldwide	Fox Film Music Corp. 12.5%
113243	Situation	Yaz	V Clarke/A Moyet	100.00%	100.00% World Wide	
549173	Slipped Away	Avril Lavigne	Kroviazuk/Lavigne	50% Sony/ATV Songs LLC	50.00% World Wide	Ion/upcoming releases
38707	Smooth Operator	Sade	Adu/St. John	50.00%	50.00% World Wide	Angel Music LTD* admn by Sony/ATV Songs LLC(BMI) 50%, Peer Music UK 50%
37620	So Emotional	Whitney Houston	Steinberg/Kelly	100% Sony/ATV Tunes LLC	100.00% World Wide	
516380	So Gone	Monica	Elliot/Cunningham/Ryo/ 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	Sony/ATV Tunes LLC 7.5%, Beyonce Publishing 1.88%, Kelendria Music Publishing 1.87%, Latavia Music Publishing 1.88%, Letoya Music Publishing 1.87%, EMI April Music Inc 35%, Windswept Pacific Entertainment 50%, Air Control Mus 0%, Hitco Music 0%, Shak'em Down Music 0%
113167	So In Love With Two	Mikaila	Engriquez / Erickson /Harmansen /Rustan	30.00%	30.00% Worldwide	Publishing Unknown 70%
	Soldier	Destiny's Child	album due late October		splits splits pending pending	
79140	Solitaire	Clay Aiken	Cody/Sedaka	60.63%	60.63% World Wide	
50606	Solitary Man	NM	Diamond	100.00%	100.00% World Wide	
67537	Solo En Ti	Enrique Iglesias	Clarke/Iglesias	Sony/ATV Songs dba 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	Sony/ATV Cross Keys 18.75%, Song Auction Music 62.5%, Beaver's Brand Music 18.75%
99863	Somebody's Girl	Jay-Z R Kelly	Barnes/Olivor/Kelly/Carter	50.00%	50.00% Worldwide	
334362	Someone To Love You	Roll Endz	Rooney	100.00%	100.00% Worldwide	
114845	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	WMI Longitude Music Co. 33.33%/ Mighty Nice Music 33.33%
99463	Something's Broken	Tim McGraw	beathard, horne	50.00%	50.00% Worldwide	
526434	Sometimes	Erasure	Clarke/Bell	100.00%	100.00% Worldwide	
29552	Sometimes When We Touch	Dan Hill	Hill Dan/Mann Barry	100.00%	100.00% World excluding Canada	
13553	Somewhere Out There	Our Lady Peace	Coutts/Maida/Taggart	100.00%	100.00% World Wide	
135131	Son Of A Preacher Man	Tanya Tucker, Dusty Springfield	Hurley/Wilkins	100.00%	100.00% World Wide	
5260	Song For the Dumped	Ben Folds Five	Ben Folds, Darren Jessee	100.00%	100% World Wide	
48487	Songs About Rain	Gary Allen	Rose/McLaughlin	62.50%	83% World Wide	Corn Country Music 37.5%
511300	Sorry Suzanne	Hollies	Anthony Gordon/Stephens Geoffrey	50.00%	50.00% World Wide	50% Unichappell Music, Inc.
90176	Squeeze Me In	Garth Brooks / Trisha Yearwood	Nicholson / McClinton	50.00%	50.00% Worldwide	
50519	Starseed	Our Lady Peace	Maida/Lanni/Earrett/Lanni	Sony/ATV Tunes dba Sony Canada 75% / Unknown Publisher 25%	75.00% Worldwide	
51501	Stomp	Stops	Rodgers / Edwards / Topham / Twigg / Campbell	25.00%	25.00% Worldwide	Warner-Tamerlane Publishing Corp. 25% / All Boys Music 50%
129194	Stop Being Greedy	DMX	Blackmon/Fields/Masser/Simmons	13.00%	13.00% World wide	
109850	Strawberry Fields Forever	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide	
84037	Strong Enough	Sheryl Crow	Crow/Bottrel/Baerwald/ Gilbert/Ricketts/ Macleod	33.34%	33.34% World Wide	
102024	Sugar Sugar	Archies	Barry/Kim	100.00%	100.00% World Wide	
*4432	Sugar, Sugar	The Archies	Barry/Kim	50.00%	50.00% US	
530	Supermans's Dead	Our Lady Peace	Maida/Lanni	Sony/ATV Tunes dba Sony Canada & Under Zenith Pub 50% / Lanni Tunes 50%	50.00% Worldwide	
383	Supernova	Liz Phair	Phair	100.00%	100.00% Worldwide	
49509						

SCHEDULE A

Song #	Title	Artist	Writers	US % Collected	US % Territory(WW-Licensed World Wide)	Co-publisher %
035	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	Anthony Dent publishing designee (ASCAP) 50% Matthew Knowles publishing designee 3%
106528	Suspicious Minds	Elvis Presley	Zambon	100.00%	100.00% World Wide	
41693	Sweet Caroline	Neil Diamond	Diamond	100.00%	100.00% WW	
448842	Sweet Dreams of You	Patsy Cline	Gibson	100.00%	100.00% Worldwide	
57827	Sweet Surrender	Sarah McLachlan	Sarah McLachlin	100.00%	100.00% World X Canada	
524174	Take Me As I Am	Wydel 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	
131978	Take You Home With Ma aka Body	R. Kelly & Jay-Z	Kelly/Carter/Barnes/Olivier	50.00%	50	Splits Pending
39636	Taking Care Of Business	BTO	Randy Bachman	100.00%	100.00% World Wide	
56781	TALES FROM THE CRYPT	Danny Elfman	Danny Elfman	100.00%	100.00% World Wide	
503392	Tan Solo Palabras	Marc Anthony	Estefano/Reyes	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	C. Nash	100.00%	100.00% World Wide	
109952	Tell Him	The Exciters	Russell	33.33%	33.33% World Wide	Sloopy II Music 66.66%
8265	Tell Me Something Bad About Tulsa	George Strait	Lane	100.00%	100.00% World Wide	
109312	Telluride	Tim McGraw	Cornelius/Verges	50.00%	50.00% World Wide	Universal 50%
105785	Temptations	Tupac Shakur	R. Troutman/L. Troutman/Murdock/Shakur/Clinton/Spradley/Harvey/Noble/Shider/	50.00%	50.00% World Wide	Saja Mus Co. 50%, Bridgeport Music Inc. 10%, Southfield Music Inc. 5%, EMI April Music 10%, Funky Noble Music 15%, Warner Tamberlane Publishing Corp. 10%
114426	Ten Rounds With Jose Cuervo	Tracy Byrd	Beathard/Cannon-Goodman/Henney	100.00%	100.00% World Wide	
	Tennessee River	Alabama	Owen	100.00%	100.00% World ex. Belgium / Holland / and Luxembourg	
100148						
448597	Tennessee Waltz	Patti Page	King, Stewart	100.00%	100.00% World Wide	
76007	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	
454073	Thank God For Kids	Kenny Chesney	Fulch	100.00%	100.00% World Wide	
	Thankful	Kelly Clarkson	Thomas/Mason/Edmons/Clarkson	20.00%	20.00% World Wide	
507266						
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	Mosaic Music 39.16%; Diamond Struck Music 2.5% ; Smith Haven Music 8.33% ; Mike Curb Music 2.5%
48156						
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	
	That's What She Gets For Loving Me	Brooks & Dunn	Dunn/McBride	50.00%	50.00% World Wide	
137540						
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	
	The Chain	Fleetwood Mac	Nicks/Fleetwood/Movie/McVie/Buckingham	20.00%	20.00% World wide	
46020						
88982	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	
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	
	The Faded Line	Lamb of God	Blythe/Morton/Adler W./Campbell/ Adler C.,	100% Sony/ATV Songs LLC	100.00% WW	
593840						
33738	The First Cut Is the Deepest	Sheryl Crow	Stevens	100.00%	100.00% World Wide	
268990	The Flame	The 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	50 Cent Music 50%
136148	The Greatest View	Silverchair	Johns	100.00%	100.00% World Wide	
	The Hampster Dance Song		DeDoer / Grace / Miller	66.67%	66.67% SMP controls only in US, Canada, Central America ans Mexico	LFJ Publishing 33.33%
112593						
	The Heart Is A Lonely Hunter	Reba	Williams / Sanders / Hill	33.33% Sony/ATV Tunes / Cross Keys Publishing	33.33% World wide	
4903						33.33% Starstruck Writers Group / 33.33%care
543724	The Loneliness	Babyface	Edmonds	100.00%	100.00% World Wide	
84120	The Long And Winding Road	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00% World Wide	
497519	The Love Song	Jeff Bates	Bates/Beard/Beathard	33.33%	33.33% World Wide	
136210	The Mexican 2002 (English)	Thalia	Rooney/Barnes/Olivier/Shacklock	60.00%	60.00% World Wide	

SCHEDULE A

Song #	Title	Artist	Writer/s	US % Collected	US % Territory(WW-Licensed World Wide)	Co-publisher %
228	The Mexican 2002 (Spanish)	Thalia	Rooney/Barnes/Other/ Shacklock/Miranda	40.00%	40.00% World Wide	
33608	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%
84010	The Night Before	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide	
101403	The Robots	Kraftwerk	Hutter, Schneider, Bartos	83.33%	83.33% Worldwide	EDITION POSITIVE SONGS 16.67%
51531	The Secret Of Life	Faith Hill	Peters	Sony/ATV Tunes LLC , Purple Crayon 100%	100.00% Worldwide	
128436	The Sentinel	Theme	Cooper / Marietta	50.00%	50.00% Worldwide	Universal 50%
517588	The Wrong Girl	Lee Ann Womack	Rose/McLaughlin	62.50%	62.50% World Wide	
197519	Theme - Eastenders		May	100.00%	100.00% World Wide	
113739	Theme - Fraggles		Balsam	100.00%	100.00% World Wide	
149628	Theme - Moonlighting		Holdridge	100.00%	100.00% World Wide	
114160	Theme - Muppet Show		Pottie/Henson	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	Universal MCA Music Publishing 33.33% / Careers BMG Music Pub 33.33%
99451	Thief	Our Lady Peace	Malda/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	
67556	Think Of You	Usher	Jeffrey/Corabs/Thompson/Evans/ Jones	50.00%	50.00% World Wide	
78416	Thinkin' About You	Trisha Yearwood	Regan / Shapiro	33.75%	33.75% Worldwide	Mosaic Music 8.75% ; Diamond Struck Music 3.75% ; Sierra Home Music 50% ; Mike Curb Music 3.75%
130152	Third Rock From The Sun	Joe Diffie	Martin / Greenbaum / Whipple	25.00%	25.00% Worldwide	Mosaic 8.33% ; Rio Bravo Music 33.33% ; John Greenbaum Publishing Designee 33.33%
516238	This I Swear	Nick Lachey	Eriksen/Reid	50.00%	50.00% WW	
252936	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	
11183	Three Wooden Crosses	Randy Travis	Williams/Johnson	50.00%	50.00% World Wide	
1484	Thunderbirds	Theme	B. Gray	100.00%	100.00% World Wide	
44672	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	
17845	Time After Time	Cyndi Lauper	Lauper/Hyman	50.00%	50.00% World Wide	
649175	Together	Avril Lavigne	Kreviazuk/Lavigne	50% Sony/ATV Songs LLC	50.00% World Wide	rent/upcoming releases
60680	Tomorrow	Silverchair	Johns / Gilles	100.00%	100.00% Worldwide	
84050	Tomorrow Never Knows	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide	
76102	Tonite	Snoop Dogg	Durham/Blake	30.00%	30.00% World Wide	
117068	Tougher Than Nails	Joe Diffie	Marvel/O'Donnell/Barnes	33.34%	33.34% World Wide	
101406	Tour De France	Kraftwerk	Hutter/Shult/Bartos	83.34%	83.34% US	
	Toxicity	System of a Down	Malakian, Tankian, Odadjian, Dolmayan	100.00%	100.00% World Wide	
131850	Tragedy	Marc Anthony	Rooney/Thomas	50.00%	50.00% World wide	EMI Music 50%
101422	Trans Europe Express		Schult/Heutter	100.00%	100.00% World wide	
60439	Transformers Theme	n/a	Kinder/Bryant	100.00%	100.00% World Wide	
131250	Tribute To A Woman	Ginuwine	Oliver / Lampkin	50.00%	50.00% Worldwide	EMI Music, Inc. / Gold Daddy Music 50%
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	*Sony Music Pub Canada 20%, *Worldwide West Music 20%, Nelster Pub 60%
593998	Tu Amor Me Hace Bien	Marc Anthony	Estefano	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	
506457	U Wanna Be Me	Nas	Jones / Thompson	20.00%	20.00% WW	
593820	Unreachable	Ashley Simpson	Simpson, Mann, Fox, Nevil, Frazier	20.00%	20.00% World Wide	
	Up, Up And Away	5th Dimension	Webb	Sony/Lastrada 46.25%	46.25% World Wide	
53827	Upside Down	X3	Edwards / Rodgers	50% Sony/ATV Songs LLC	50.00% Worldwide	Warner Chappell / Bernards Other Music 50%
593094	Vale la Pena	Marc Anthony	Estefano/Anthony	100.00%	100.00% World Wide	
117146	Video	India Arie	Broady/Hargis/Sanders/Simpson	60.00%	60.00% World Wide	
	Vindicated	Dashboard Confessional	Christopher Carraba	16.67%	16.67% World Wide	

SCHEDULE A

Song #	Title	Artist	Writer/s	US % Collected	US % Territory(WW-Licensed World Wide)	Co-publisher %
126	Vivlendo	Marc Anthony	Anthony/Osorio/Villamizar	15.00%	15.00% World Wide	Warner 85%
.987	Volando Entre Tus Brazos	Marc Anthony	Estefano/Reyes	100.00%	100.00% World Wide	
	Walk A Little Straighter	Billy Currington	Beathard/Currington/Chanberlain	33.34%	33.34% World Wide	
496586						
111068	Walk Like A Man	Tim McGraw	Douglas	100.00%	100.00% World wide	
47424	Water Runs Dry	Boyz II Men	Edmonds	100.00%	100.00%	
134138	Way Of Life	Lil Wayne	Ouaites/Williams/Fresh/Carter	12.50%	12.50% World Wide	Money Mack Music 87.5%
53829	We Are Family	Sister Sledge	Rodgers/Edwards	50% Sony/ATV Songs LLC	50.00% World Wide	Bernards Other Music 50%
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	Douigas, 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	Songs of Universal 66.66%
117684						
8911	Welcome To My World	Jim Reaves; Eddy Arnold	Winkler/Hathcock	50.00%	50.00% World Wide	50% Neilrae Music
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	Fox Film Music Corp. 12.5%
298058	West End Girls	Pet Shop Boys	Tennant/Lowe	100.00%	100.00% 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	
	What Is Love	Vivian Green	Green/Ouanlade/Sample/Roberts on	33.33%	33.33% World Wide	
507909						
137765	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	
593638						
131969	What The World Needs	Wynonna	James/Lamar	50.00%	50.00% World Wide	Song Garden Publications 50%
133936	What Was I Thinkin'	Dierks Bently	Bently/Beavers/Ruttan	100.00%	100.00% 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	
	When Boy Meets Girl	Terri Clark	Clark/Waters / Shapiro	47.50%	47.50% Worldwide	Mosaic Music 39.16% ; Diamond Struck Music 2.5% ; Smith Haven Music 8.33% ; Mike Curb Music 2.5%
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	Sony/ATV Cuff Rose Music 75%, Murrah music 25%
70132						
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	Vergez/James	50.00%	50.00% World Wide	
497114	Where the Girls Are	Billy Currington	Beathard/Chaberlain/Currington	33.34%	33.34% World Wide	
100767	Where You Are	Jessica Simpson	Walters/Biancaniello/ Stamatopoulou/Lechey	90.00%	90.00% World wide	
104609	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	Irving Music, Inc. (BMI) 33.33%
25424	Whip Appeal	Babyface	Edmonds/Reid	83.14%	83.14% World Wide	
524190	Whiskey Girl	Toby Keith	Emerick/Keith	50.00%	50.00% World Wide	
117436	Whiskey Lullabye	Brad Paisley and friends	Anderson/Randall	50.00%	50.00% World Wide	
46881	Whiskey Under The Bridge	Brooks & Dunn	Brooks/Dunn/Cook	100.00%	100.00% World Wide	
549178	Who Knows	Avril Lavigne	Kreviazuk/Lavigne	50% Sony/ATV Songs LLC	50.00% World Wide	front/upcoming releases
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	
113578	Wild	Poe	Danielewski Annie	58.00%	100.00% World Wide	21% Music of Windswept, 21% EMI April Music
79560	Wink	Neal McCoy	Dipiero / Shapiro	50.00%	50.00% WW	Mosiac Music 35% ; Diamond Struck Music 7.5% ; Mike Curb Music 7.5%
94384	Wired For Sound	Cliff Richard	Tarney/Robertson	50.00%	50.00% World Wide	50% publishing unknown
62446	Wish You Were Here	Mark Wills	Anderson / Ewing / Moore	25.00%	25.00% Worldwide	Acuff Rose 50% / Belton Uncle Music 25%
509389	Witch Doctor	Alvin & The Chipmunks		33.33%	33.33% US & Canada	
84059	With A Little Help From My Friends	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00% World Wide	
518060	With You	Jessica Simpson	Mann/Marvel/Simpson	38.00%	38.00% World Wide	
84782	Within You, Without You	Beatles	Harrison	100.00%	100.00% Worldwide	
	Word	Beatles	Lennon / Mccartney	66.67% Sony, 33.33% EMI	100.00% World Wide	
100						
26783	World on Fire	Sarah McLachlan	McLachlan/Marchland	25%	25.00% Worldwide	100% all except Canada 75%
38748	Written In The Stars	Rhonda Vincent	Majeski/Orsoff	50.00%	50.00% World Wide	
	Writing to Reach You	travis	Healy	100.00%	100.00% 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	

SCHEDULE A

Song #	Title	Artist	Writer/s	US % Collected	US % Licensed	Territory(WW-World Wide)	Co-publisher %
97	YAKETY SAX (THE BENNY HILL SHOW)	BOOTS RANDOLPH	Randolph, Rich	100.00%	100%	Worldwide excluding UK, Ireland, France, Germany, Australasia, Netherlands, Belgium, S. Africa, Brazil	
84062	Yellow Submarine	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide	
84065	Yesterday	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide	
39637	You Ain't Seen Noghin' Yet	BTO	Randy Bachman	100.00%	100.00%	World Wide	
136124	You Are Everything	Dru Hill	Cousin/Andrews	50.00%	50.00%	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	
158450	You Gots to Chill	EPMD	Sermon Erick S; Smith Parrish Joseff, Troutman Roger	31.25%	31.25%	World Wide	Saja Mus Co 31.25%, Pub(s) Unknown 50%, Rubberband Mus 18.75%
84130	You Never Give Me Your Money	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00%	World Wide	
91729	You Really Got Me	The Kinks	Ray Davies	100.00%	100.00%	US, Canada, & Mexico	
99866	You Sang To Me	Marc Anthony	Cory Rooney, Marc Anthony	100.00%	100%	Worldwide	
127603	Your Body Is A Wonderland	John Mayer	Mayer	100.00%	100%	World wide	
84069	Your Mother Should Know	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide	
65482	You're Easy On The Eyes	Terri Clark	Shapiro / Waters / Clark	58.33%	58.33%	Worldwide	Polygram International Publishing 33.33% ; Mosaic 8.33%

EXHIBIT CO 0564

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 7, 2004 Agreement

BLANKET RINGTONE LICENSE AGREEMENT

This ringtone license agreement (the "Agreement") is made and entered into as of May 7, 2004 (the "Effective Date"), by and between SONY/ATV MUSIC PUBLISHING LLC, a Delaware limited liability company, 550 Madison Avenue, New York, New York 10022 (hereinafter "Publisher" or "Sony"), on the one hand, and REDACTED (hereinafter, "Company"), on the other.

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

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

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

1. GRANT OF RIGHTS/RESTRICTIONS/PROCEDURES

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

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

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

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

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

2. COMPANY OBLIGATIONS

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

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

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

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

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3. **TERM**

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

4. **ADVANCE**

Omitted Without Implication.

5. **RINGTONE LCENSE FEES**

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

(a) Ringtone License Fees.

(i) For each Sale of a Ringtone embodying a Composition hereunder, a license fee equal to the greater of: (i) REDACTED of Company Revenue from such Sale; or (ii) REDACTED (the "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) the equivalent in U.S. currency (at the then current rate of exchange) of 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

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Publisher pursuant to paragraph 6 hereof immediately following the addition of the Compositions concerned. For the avoidance of doubt, if more than one Ringtone is created using the same Composition, Company shall pay an ex-Brazil Fixation Fee in respect of each such Ringtone.

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

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

6. PAYMENTS AND ACCOUNTINGS

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

The information set forth in the preceding sentence shall be separately reflected for Company and each Approved Sublicensee for each region of the Territory.

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

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

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

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

6A. TAXES

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

7. EXPERIMENTAL AGREEMENT

This Agreement is being entered into on an experimental and non-prejudicial basis, shall apply for the Term hereof only, and shall not be binding upon or prejudicial to any position taken

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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. For the avoidance of doubt, Publisher shall not have any ownership in the Sound Recording or computer MIDI files which make up the Ringtone.

(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

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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.

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(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 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 6 herein.

(j) "Territory" means the United States of America, Canada, Mexico, Venezuela, Dominican Republic, Colombia, Ecuador, Chile, Peru, Argentina, Uruguay, Guatemala, Panama, Nicaragua, Brazil.

(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.

JE

SONY/ATV MUSIC PUBLISHING LLC

By: _____

Name: J. Kaul

Title: Sr. Dir BA

Date: 1/31/05

REDACTED

TE

SCHEDULE A

Song #	Title	Artist	Writers	US % Collected	US % Licensed	Territory(WW/US)	Co-publisher %
27	ALGO TIENES	Paulina Rubio	Rodriguez / Benito	50%	50%	World Wide	
.56	BIZCOCHO AMARGO	Sse	Cardenas / Cristofano	100%	100%	World Wide	
27158	BURBUJA	Sse	Cardenas / Cristofano	100%	100%	World Wide	
134124	Celos	Marc Anthony	Anthony/Jaen	100.00%	100.00%	World wide	
103292	I Need To Know	Marc Anthony	Rooney/Anthony	100.00%	100.00%	World wide	
	My Baby You	Marc Anthony	Mansoloff, Walter N., Muniz, Mark A.	Sony/ATV Tunes, LLC (ASCAP) 100%	100.00%	World Wide	
103251							
134126	Viviendo	Marc Anthony	Anthony/Osorio/Villemizar	15.00%	15.00%	World Wide	Warner 85%
99866	You Sang To Me	Marc Anthony	Cory Rooney, Marc Anthony	100.00%	100%	Worldwide	

SCHEDULE B
APPROVED SUBLICENSEES

REDACTED

EXHIBIT CO 0565

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 3, 2004 Agreement

BLANKET RINGTONE LICENSE AGREEMENT

This Ringtone License Agreement ("Agreement") is made and entered into as of May 3, 2004, by and between SONY/ATV MUSIC PUBLISHING LLC, a Delaware limited liability company, 550 Madison Avenue, New York, NY 10022 (hereinafter "Publisher") and REDACTED (hereinafter, "Company").

WHEREAS, Publisher controls the music publishing rights in and to certain Compositions (as defined below); and

WHEREAS, Company desires to obtain and Publisher desires to grant to Company a license to create, Sell (as defined below) and distribute Ringtones (as defined below) to End Users (as defined below), subject to the terms and conditions set forth herein;

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

1. GRANT OF LICENSE

(a) Publisher hereby grants Company and Sublicensees a non-exclusive right and license throughout the Territory to do the following with respect to the Compositions: (i) to adapt and record, at Company's sole expense, up to thirty (30) seconds of each Composition and to create one or more Ringtones embodying each such Composition; provided, however, that no such adaptation shall change the basic melody or fundamental character of such Composition; (ii) to copy, reproduce and store Ringtones solely for the purpose of distributing them to End Users as permitted hereunder, and to distribute Ringtones to End Users by means of the Service; (iii) to authorize Sublicensees to copy, reproduce and store Ringtones solely for the purpose of distributing them to End Users as permitted hereunder, and to distribute Ringtones to End Users by means of the Service; (iv) to permit and to authorize Sublicensees to permit End Users to receive via the Service, and store Ringtones and to grant a perpetual end-user license to such End Users to use and exploit such Ringtone in connection with use of their Wireless Device; and (v) to use and to authorize Sublicensees to use the titles and names of writer(s)/composer(s) of those Compositions from which Ringtones have been created, solely as factual identifiers in listing Ringtones available to End Users.

(b) Notwithstanding anything to the contrary set forth herein, it is understood and agreed that no right is granted to Company hereunder to use any Composition in connection with any advertisement, commercial or in any printed form, including but limited to isolating or positioning a Ringtone in a way that could be construed as advertising or promoting any product or service, including any promotion of Company's products or services without Publisher's prior written consent.

(c) Notwithstanding anything to the contrary set forth herein, it is understood and agreed that no rights are granted to Company hereunder to do any of the following:

(i) to synchronize the Compositions in timed relation with any still, animated, or moving visual image of any nature.

(ii) to display the lyrics or musical notation of any Composition in any manner.

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

2. COMPANY OBLIGATIONS

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

(b) In the event a Sony songwriter or licensor objects to the use of a particular musical composition on the Service, Company agrees to withdraw or remove all Ringtones embodying the musical composition concerned within forty-eight (48) hours after 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, Company shall do so within ten (10) days after receiving notice of such request.

(d) At all times during the Term, the Ringtones shall be stored, hosted, secured, served and delivered in accordance with Company's security practices, which shall at a minimum provide a reasonable level of security for all Ringtones. If during the Term more advanced security technology becomes readily available in the marketplace and is generally adopted as an acceptable standard, Company shall store, host, secure, serve and deliver the Ringtones pursuant to such more advanced technology. If a breach of security occurs, or if 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 Publisher in writing of all server breaches and all forms of "hacking" that expose the Ringtones to unauthorized access.

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

3. TERM

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

4. ADVANCE

(a) In consideration of the license granted to you herein, you 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 your execution of this agreement.

5. **LICENSE FEE**

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

(i) for each Sale of a Ringtone hereunder a license fee equal to the greater of: (A) of Company Revenue from such Sale; or (B) REDACTED), provided that with respect to any Ringtone containing any musical composition that is not wholly owned and/or controlled by Publisher in and throughout the Territory, the payment specified in this section 5(a)(i) shall be pro-rated in proportion to Publisher's ownership or administrative share of such musical composition as set forth on Schedule A; and

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

6. **ROYALTY AND ROYALTY ACCOUNTINGS**

(a) Company shall render to Publisher true and detailed accounting statements, in electronic digital format, of all royalties payable hereunder no less often than forty-five (45) days following the end of each calendar quarter of the Term. The statements shall report all royalty bearing transactions on a Composition-by-Composition basis and country-by-country basis, including but not limited to reporting on each Composition by title, songwriter, the number of transmissions, downloads or deliveries of such Composition by Company and/or Sublicensee, and the resultant royalty payable hereunder by Company and/or Sublicensee. Each accounting statement shall be accompanied by payment to Publisher of all royalties due and shall be sent to Todd Ellis, Sony/ATV Music Publishing LLC, 8 Music Square West, Nashville, TN 37203 .

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

(c) Company shall maintain accurate and complete records and accounting books with regard to the licensing and exploitation of the Composition, including, without limitation, all information needed to compute and verify the amounts payable to Publisher hereunder. Publisher may audit such books and records. Upon no less than thirty (30) days' notice, Publisher may conduct such audit only during Company's normal business hours, and only at the place where Company keeps such books and records to be examined. Any audit shall be conducted at Publisher's sole expense, except that if any audit reveals an error resulting in underpayment to Publisher of five percent (5%) or more of the total amount accounted to Publisher during the

accounting periods audit, Company shall pay to Publisher all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

7. TERMINATION

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

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

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

(iii) 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 the Service in particular.

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

(c) Upon the expiration or termination of this Agreement, all rights of Company, or Sublicensees in and to the Compositions shall terminate except as otherwise provided herein.

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

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

8. EXPERIMENTAL AGREEMENT

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

9. OWNERSHIP AND ARRANGEMENT OF COPIES

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

(b) Notwithstanding the foregoing, Publisher hereby agrees never to use itself or license the use of the arrangements acquired pursuant to subparagraph 9(a) above to any third party, whether inside or outside the Territory or during or after the Term.

(c) Company shall enable five (5) designated employees of Publisher to freely and without charge or expense receive Ringtones as an End User of the Service to ensure Company's adherence with and to the terms and conditions of this Agreement. Publisher shall provide the name(s) of its designee(s) to Company in writing.

10. WARRANTIES, REPRESENTATIONS AND INDEMNITIES

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

(b) Company warrants, represents and agrees that (i) Company and each Sublicensee has the right and power to enter into and fully perform this Agreement and Company and each Sublicensee is and shall continuously be a corporation in good standing in the jurisdiction of its incorporation; (ii) Company and each Sublicensee's principal place of business is located within the United States of America; (iii) Company and each Sublicensee shall track and maintain records of the countries in which each Ringtone is downloaded, transmitted, delivered or otherwise distributed; (iv) upon written instruction from Publisher, neither Company nor any Sublicensee shall license or distribute any Ringtone or Composition to any third party that is engaged in piracy, illegal activities or other unauthorized use of the Composition, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor; and (v) Company and each Sublicensee has or will promptly obtain a license to publicly perform the Ringtone throughout the Territory from the applicable public performance licensing society or organization.

(c) (1) Publisher will indemnify and hold harmless Company from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorney's fees and costs) arising out of or incurred as a direct result of any breach by Publisher of any warranty, representation, agreement or undertaking made by Publisher in this Agreement; provided that the claim concerned has been settled or has resulted in a judgment against Company. Company shall provide Publisher with prompt notice of any such claim, and Publisher

shall defend against any such claim through legal counsel selected by Publisher with Company's consent, which consent may not be unreasonably withheld. Company may participate in the defense of any such claim through counsel of Company's selection at Company's sole expense.

(2) Company will indemnify and hold harmless Publisher and Publisher's affiliates from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorney's fees and costs) arising out of or incurred as a direct result of any breach by Company of any warranty, representation, agreement or understanding made by Company in this Agreement; provided that the claim concerned has been settled or has resulted in a judgment against Publisher. Publisher shall provide Company with prompt notice of any such claim, and Company shall defend against any such claim through legal counsel selected by Company with Publisher's consent, which consent may not be unreasonably withheld. Publisher may participate in the defense of any such claim through counsel of Publisher's selection at Publisher's sole expense.

11. DEFINITIONS

(a) "Omitted without Implication"

(b) "Compositions" means those musical works solely to the extent that they are owned and/or controlled by Publisher in and throughout the Territory which Publisher has approved for use by Company in the creation of Ringtone(s) as set forth on Schedule A, attached to and made a part hereof, as such Schedule A may be amended in writing from time to time as hereinafter provided. All requests by Company to amend Schedule A should be sent in writing to Todd Ellis, Sony/ATV Music Publishing LLC, 8 Music Square West, Nashville, TN 37203, todd_ellis@sonymusic.com.

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

(d) "Company Revenue" means the (a) gross monetary revenue received by, or due and owing to, Company, or a Company Sublicensee from the Sale of a Ringtone via the Service, calculated by using the Sale price of the Ringtone to an End User (inclusive of any sales, value added or other taxes), as applicable, 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. For the avoidance of doubt, it is understood that if Company sublicenses any Ringtone to a Sublicensee, it is the Sale price of the Ringtone to the End User, and not any lesser sublicensing fee paid by the Sublicensee to Company , that shall determine the amount of Company Revenue payable pursuant to subsection 5(a)(i) hereunder.

(e) "Promotion" means a promotional offer, contest, give-away or any other distribution of a Ringtone for no consideration or consideration other than the then-current full retail price.

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

(g) "Sale", "Sell" or "Sold" means any action whereby an End User in the Territory obtains from Company or a Sublicensee a complete or useable copy of a Ringtone that is capable of being written or otherwise stored in the memory of a Wireless Device. For the avoidance of doubt, a Sale shall include any action described in the preceding sentence which occurs during a Promotion.

(h) "Service" means the provision of a Ringtone via a range of service channels, including, but not limited to, the Internet, cable, satellite, web, wireless application protocol (a/k/a WAP), wireless local area network (a/k/a WLAN), Bluetooth technology (infrared or other similar radio wave technology), wired connection from a local computer, short or smart messaging service (a/k/a SMS), subsequent corresponding technologies or any other form of distribution or transmission of Ringtones. For the avoidance of doubt, Ringtones shall not be installed on or delivered to Wireless Devices prior to the purchase of such Wireless Devices by End Users (i.e., they shall not be embedded into Wireless Devices prior to the purchase of such Wireless Devices by End Users).

(i) "Sublicensee(s)" shall mean those entities approved by Publisher as set forth on Schedule B attached hereto. Additional Sublicensees may be added to Schedule B, subject to Sony's prior written approval. If no Schedule B is attached hereto, Company shall be deemed to have no Sublicensees and Company shall have no right to grant any rights hereunder to any other person or party.

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

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

(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 Publisher's or Company's control (a "Force Majeure Event"); Publisher or Company, as the case may be, is materially hampered in the performance of its obligations hereunder, then, without limiting either party's rights, Publisher or Company, as the case may be, shall have the option by giving a notice ("Suspension Notice") to the other party hereto suspending the Term for the duration of any such contingency solely in the region of the Territory affected by such Force Majeure Event. In the event the Force Majeure Event exceeds thirty (30) days, this Agreement may be terminated by written notice from either party hereto.

14. NOTICES

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

TO COMPANY: The address shown above.

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

and

Sony Music Entertainment Inc.
Law Department
550 Madison Avenue
New York, New York 10022-3211
Attention: Senior Vice President and General Counsel

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

15. LIMITATION OF LIABILITY

EXCEPT FOR CLAIMS UNDER ARTICLE 10 ABOVE, NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL ,CONSEQUENTIAL DAMAGES OR PUNITIVE DAMAGES, OR FOR INTERRUPTED COMMUNICATIONS, LOST DATA, LOST PROFITS, LOST REVENUE OR LOST OPPORTUNITIES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF THAT PARTY HAS BEEN ADVISED OF (OR KNOWS OR SHOULD KNOW OF) THE POSSIBILITY OF SUCH DAMAGES.

16. MISCELLANEOUS

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

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

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

(d) This agreement has been entered into in the State of New York, and the validity, interpretation and legal effect of this agreement shall be governed by the laws of the State of New York applicable to contracts entered into and performed entirely within the State of New York. The New York courts (state and federal), only, will have jurisdiction of any controversies regarding this agreement; any action or other proceeding which involves such a controversy will be brought in those courts, in New York County, and not elsewhere.

(The remainder of this page has been intentionally left blank)

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

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

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

SONY/ATV MUSIC PUBLISHING LLC

By: _____

Name: James Kark

Title: Director Business Affairs

Date: 6/9/04

REDACTED

EXHIBIT CO 0566

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 2, 2004 Agreement

BLANKET RINGTONE LICENSE AGREEMENT

This ringtone license agreement (the "Agreement") is made and entered into as of May 2, 2004 (the "Effective Date"), by and between SONY/ATV MUSIC PUBLISHING LLC, a Delaware limited liability company, 550 Madison Avenue, New York, New York 10022 (hereinafter "Publisher" or "Sony") and REDACTED (hereinafter, "Company"), on the other.

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

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

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

1. GRANT OF RIGHTS/RESTRICTIONS/PROCEDURES

(a) Publisher hereby grants to Company a non-exclusive right and license throughout the Territory to do the following with respect to the Compositions in the Sony Catalog: (i) to adapt and record, at Company's sole expense, up to ~~thirty (30)~~ 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 grant a perpetual license to each End User who lawfully receives Ringtones from a Service to use and exploit such Ringtones as permitted by the terms and conditions under which an End User is permitted to use the Ringtones concerned, and to authorize Approved Sublicensees to do the same; and (v) to use the titles of the Compositions embodied in Ringtones and the names of the writer(s)/composer(s) of such Compositions solely as factual identifiers when making Ringtones available to End Users on a Service, and to authorize Approved Sublicensees to do the same.

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

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

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

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

2. COMPANY OBLIGATIONS

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

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

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

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

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3. TERM

The Term of this Agreement shall commence on the Effective Date and end on the date that is thirty six (36) months thereafter, unless earlier terminated by either party hereto as hereinafter set forth.

4. ADVANCE

Omitted Without Implication.

5. RINGTONE LCENSE FEES

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

(a) Ringtone License Fees.

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

(b) Fixation Fees.

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

(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(c)), 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

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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.

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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

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

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

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

10. TERMINATION

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

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

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

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

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

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

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

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

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

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

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

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

11. DEFINITIONS

(a) Intentionally Omitted Without Implication.

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

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

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

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

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

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

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

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

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

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

(g) "Sale", "Sell" or "Sold" means any action whereby an End User in the Territory obtains from Company or an Approved Sublicensee a complete or useable copy of a Ringtone

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

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

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

(j) "Territory" means the United States of America, Canada, Venezuela, Dominican Republic, Panama, Peru, Colombia, Ecuador, Argentina, Mexico, Chile, Guatemala, Nicaragua, Uruguay, Bolivia, Costa Rica, and Puerto Rico.

(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

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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.

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(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 Kaul

Title: V.P., B.A.

Date: 6/28/06

REDACTED

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Title	Artist	Writers	US % Collected	US % Licensed
8 Days of Christmas	Destiny's Child	Knowles / McCalla	50%	50.00%
A Hard Day's Night	Beatles	Lennon/McCartney	100%	66.66%
Across The Universe	Beatles	Lennon/McCartney	66.67%Sony, 33.33% EMI	100.00%
Adia	Sarah McLachlan	McLachlin/P. Marchand	50.00%	50.00%
Ain't It Funny	Jennifer Lopez	Rooney / Lopez	100.00%	100.00%
All My Lovin	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%
All You Need Is Love	Beatles	Lennon John/Mc Cartney Paul	66.67%Sony, 33.33% EMI	100.00%
Amazin'	LL Cool J	Smith, Hugo, Williams	50.00%	50.00%
Asi Es La Vida	Olga Tañón	Omar Alfanno	100%	100%
Back Seat	LL Cool J	Smith/Jones	43.75%	43.75%
Boot Scootin' Boogie	Brooks & Dunn	Dunn, Ronnie G.	100.00%	100.00%
Building A Mystery	Sarah McLachlan	Sarah McLachlin	100.00%	100.00%
California Love (remix)	Dr. Dre and Roger Troutman	Troutman/Troutman/Durham/Cunnigham/Hudson/Hooks	65.00%	65.00%
Can't Buy Me Love1	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%
Cigarretes and Alcohol	Oasis	Noel Gallagher	100.00%	100.00%
Cold	Crossfade	Ed Sloan	100.00%	100.00%
Colors	Crossfade	Sloan	50.00%	50.00%
Dame	Ricardo Arjona	Ricardo Arjona	100%	100%
Day Tripper	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%
Doggy Dogg World	Snoop Dogg	Broadus, Youn, Fields, Arnaud, Brown	35.00%	35.00%
Doin' Time	Sublime	Rubin/Horowitz/Yauch/Gershwin R/Gershwin I/Nowell/Goodman/Hayward Du/Hayward Do	6.50%	6.50%
Don't Know Why	Norah Jones	Harris	100.00%	100.00%
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%
Eight Days A Week	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%
Eleanor Rigby	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%
Fallen	Mya	Shelton/Veney/Hill/Bonfa/Toledo	25.00%	25.00%
Fast Cars And Freedom	Rascal Flatts	Levox/Thrasher/Mobley	33.34%	33.34%
Get Back	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00%
Girl	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%
Girls Just Wanna Have Fun	Cindi Lauper	R. Hazard	100.00%	100.00%
Hello Goodbye	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%
Help	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%
Herida Mortal	Jerry Rivera	Julio Reyes/ Estefano	100%	5600%
Hey Judo 1	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%
Hey Lover	LL Cool J	Smith/Temperton	25.00%	25.00%
Hey Now	Oasis	Noel Gallagher	100.00%	100.00%
Hindu Times	Oasis	Noel Gallagher	100.00%	100.00%
Hold You Down	J-Lo	Troutman/Rooney/Bock, Riddick, Cartegena, Christopher, Bruno,	38.00%	38.00%

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[illegible]	Artist	Writers	[illegible] Collection	[illegible] Control
[illegible] Down	The Alchemist	Albino/Albino/Jackson/Johnson /Kooper/Maman	50.00%	50.00%
[illegible]	Jay-Z	Carter, Edmonds, Smith	50.00%	50.00%
[illegible]	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%
[illegible]	Toby Keith	Keith/Emerick	50.00%	50.00%
[illegible] Love	Chic	Edwards / Rodgers	50% Sony/ATV Songs LLC	50.00%
[illegible] Woman Part 1	Destiny's Child	Rooney/Barnes/Olivier/ Knowles	100.00%	100.00%
[illegible] heads ringin'	Dr. Dre	Brown, Chisholm, Cooks, Yound Robinson, Sneed, Anderson	25.00%	25.00%
[illegible]	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%
[illegible]	Chic	Rogers, Nile G. , Bernard Edwards	Sony/ATV Songs LLC (BMI). 50%	50.00%
[illegible]	Beatles	Lennon John/Mc Cartney Paul	64.167% Sony, 35.833 EMI	100.00%
[illegible]	Madonna	Kelly, Thomas F. , Steinberg, William E.	Sony/ATV Tunes LLC (ASCAP) 100%	100.00%
[illegible]	LL Cool J	Smith/Williams/Hugo	33.34%	33.34%
[illegible] Taking	Miranda Lambert	lambert / lambert/little	33.34%	33.34%
[illegible]	Oasis	Noel Gallagher	100.00%	100.00%
[illegible] Theme	Muppets	Henson; Pottle	100.00%	100.00%
[illegible]	Lyle Jennings	Jennings	100.00%	100.00%
[illegible] Love	Whitney Houston	Jean Nel Wyclef/Duplessis	75.00%	75.00%
[illegible]	Destiny's Child	Waller/Summer/Storch/Knowles /Belotte/Moroder/Beyince	17.00%	17.00%
[illegible]	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%
[illegible] Ob La Da	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%
[illegible]	Do or Die	Troutman, Troutman, Round, Round, West, Smith	18.75%	37.50%
[illegible] Winter	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%
[illegible]	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%
[illegible]	n/a	Williams/Ascher	100.00%	100.00%
[illegible] You	Clara	Spencer, Miles, Harris	25.00%	50.00%
[illegible]	Ricky Martin	Afanasieff/Child/Rosa	45.88%	45.88%
[illegible] You	The Beatles	Lennon/McCartney	100.00%	100.00%
[illegible]	Monica	Anthony/Elliot	50.00%	50.00%
[illegible] Love You	Ruff Endz	Rooney	100.00%	100.00%
[illegible]	n/a	Shapiro/Cobb/Buie/ Middlebrooks	100.00%	100.00%
Strawberry Fields Forever	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%
Sugar, We're Goin' Down	Fall Out Boy	Wentz, Stumph, Trohman, Hurley	100.00%	100.00%
Take On Me	A-Ha	Pal Waaktaar / Magne Furuholmen / Morten Harket	Sony/ATV Songs LLC obo Sony Music Publishing UK Ltd 100%	100.00%
That's What I Love About Sunday	Craig Morgan	Dorsey/Narmore	83.33%	83.33%
The Long And Winding Road	Beatles	Lennon/McCartney	100.00%	64.17%
Ticket To Ride	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%
Two Of Us	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00%
We Are Family	Sister Sledge	Rodgers/Edwards	50% Sony/ATV Songs LLC	50.00%
We Can Work It Out	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%
X	Xzibit	Bradford/Joiner/Young/Storch	50.00%	50.00%
Yellow Submarine	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%

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Title	Artist	Writers	% Collected	% Licensed
Yesterday	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%

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EXHIBIT CO 0567

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, 2004 Agreement

BLANKET RINGTONE LICENSE AGREEMENT

This ringtone license agreement (the "Agreement") is made and entered into as of April 4, 2004 (the "Effective Date"), by and between SONY/ATV MUSIC PUBLISHING LLC, a Delaware limited liability company, 550 Madison Avenue, New York, New York 10022 (hereinafter "Publisher" or "Sony") and REDACTED (hereinafter, "Company"), on the other.

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

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

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

1. GRANT OF RIGHTS/RESTRICTIONS/PROCEDURES

(a) Publisher hereby grants to Company and it's Affiliates 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

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

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

2. COMPANY OBLIGATIONS

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

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

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

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

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3. **TERM**

The Term of this Agreement shall commence on the Effective Date and end on the date that is 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 "Standard License Fee"), provided that with respect to any Ringtone containing any Composition that is not wholly owned and/or controlled by Publisher in and throughout the Territory, the payment specified in this section 5(a)(i) shall be pro-rated in proportion to Publisher's ownership or administrative share of such musical composition as set forth on Schedule A attached hereto. For the avoidance of doubt, if more than one Ringtone is created using the same Composition, Company shall pay an Standard License Fee in respect of each such Ringtone; and

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

(b) Fixation Fees.

(i) In respect of each Composition set forth on Schedule A attached hereto and Sold in the Territory of Mexico, 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

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such additional Composition shall be payable in connection with the accounting statement rendered to Publisher pursuant to paragraph 6 hereof immediately following the addition of the Compositions concerned. For the avoidance of doubt, if more than one Ringtone is created using the same Composition, Company shall pay an Standard Fixation Fee in respect of each such Ringtone.

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

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

6. PAYMENTS AND ACCOUNTINGS

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

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(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

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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, Company Affiliates 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) "Affiliates" 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. For the avoidance of doubt, Approved Sublicensees shall not have the right to license the rights granted to them by you hereunder.

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

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

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

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

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

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

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

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

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, Company Affiliate 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

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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 6 herein.

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

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

12. ASSIGNMENT

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

13. FORCE MAJEURE

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

14. NOTICES

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

TO COMPANY: The address shown above.

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

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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.

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(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 Kant

Title: V.P., Bus. Affairs

Date: 7/21/05

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Schedule A

Song #	Title	Artist	Writers	US % Collected	US % Licensed	Territory
27606	83	John Mayer	Mayer	100%	100.00%	World Wide
83909	A Day In The Life	Beatles	Lennon /McCartney	Sony/ATV Tunes LLC 66.67% 33.33% EMI	100.00%	Worldwide
110756	9PM	AtB	Tannenberger/Ferrerons/Posadas/Riviera	50.00%	31.25%	World Wide
83909	A Day In The Life	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
38092	A Little Respect	Erasure	Bell/Clarke	100.00%	100.00%	World Wide
118200	A Love Before Time (Crouching Tiger Hidden Dragon Theme)	Theme	Calandrelli / Dun	100.00%	100.00%	Worldwide
266193	A Puro Dolor	Son By 4	Omar Alfanno	100%	100%	World Wide
83910	Across The Universe	Beatles	Lennon/McCartney	66.67%Sony, 33.33% EMI	100.00%	World Wide
130269	Ain't It Funny	Jennifer Lopez	Rooney / Lopez	100.00%	100.00%	Worldwide
597582	Ain't Nothin Wrong	Houston	Edmonds/Dixon/Thomas/Dawkins/Mason Jr	17.50%	17.50%	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	Sony/ATV Tunes LLC (ASCAP) 16.50%	16.50%	World Wide
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
83914	All You Need Is Love	Beatles	Lennon John/Mc Cartney Paul	66.67%Sony, 33.33% EMI	100.00%	World Wide
330525	Asereje	Las Ketchup	Manuel Rutz	100%	100%	World Wide
330080	Así Es El Destino	Thalia	Estefano	100%	100%	World Wide
211937	Atado A Tu Amor	Chayanne	Estefano	100%	100%	World Wide
35058	Baby, Baby, Baby	TLC	Edmonds/Reid/Simmons	33.34%	33%	World wide
503927	Baby I Love U	Jennifer Lopez	Rooney/Lopez/Shea/Barry	33.34%	33%	World Wide
83922	Back In The USSR	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
525721	Back When	Tim McGraw	Lynch, Stevens, Smith	33.34%	33.34%	World Wide
338712	Bandida	Elvis Crespo	Elvis Crespo	100%	100%	World Wide
518523	Bigger Than My Body	John Mayer	Mayer	100.00%	100.00%	Worldwide
111339	Bills, Bills, Bills	Destiny's Child	Knowles, Beyonce G.	Sony/ATV Tunes LLC o/b/o Beyonce Publishing, 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
83926	Blackbird	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
84754	Blue Jay Way 1	Beatles	Harrison	100.00%	100.00%	World Wide
196233	Boomin System	LL Cool J	Smith/Williams	37.50%	37.50%	World wide
107865	Broken Vow	Josh Groban	Fabian/Afanasieff	100.00%	100.00%	World Wide
111338	BUG A BOO	DESTINY'S CHILD	Briggs, Burrus, Knowles, Roberson, Rowland, Luckett	7.50%	7.50%	Worldwide
67839	Building A Mystery	Sarah McLachlan	Sarah McLachlin	50.00%	50.00%	US
81898	Call and Answer	Barenaked Ladies	Duffy/Page	Sony ATV Tunes obo Sony Uk 50% /Treat Baker Music	50.00%	Worldwide
104096	Calm Like A Bomb	Rage Against The Machine	De La Rocha/ Commerford/ Morello/Wilk	100.00%	100.00%	World Wide
J883	Candela	Noelia	Estefano	100%	100%	World Wide
83927	Can't Buy Me Love1	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
83927	Can't Buy Me Love2	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
051264	Cara De Niño	Jerry Rivera	Robert Velez	100%	100%	World Wide

Schedule A

Song ID	Title	Artist	Writer	US Collected	US License	Territory
84108	Carry That Weight	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00%	World Wide
127184	Cheatin' On Me	50 Cent	Barnes/Olivier/Jackson/ Burruss/ Gates	33.34%	33.34%	World wide
101133	Chicago	Graham Nash	G. Nash	100.00%	100.00%	World Wide
	Chipmunk Song	Alvin & The Chipmunks		100.00%	100.00%	World X Europe
213119	Ciega sordomuda	Shakira	Ripoll/Salgado	75.00%	75.00%	World Wide
84109	Come Together	Beatles	Lennon John/Mc Cartney Paul	64.167% Sony, 35.833 EMI	100.00%	World Wide
323046	Como Eres	OV7	Nir Serussi	100%	100%	World Wide
145423	Como han pasado los Años	Rocio Durcal	DeCeria/Ferro	100.00%	100.00%	World Wide
173090	Contra La Corriente	Marc Anthony	Omar Alfanno	100%	100%	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
021689	Cuando Pase El Temblor	Soda Stereo	Gustavo Cerati	100%	100%	World Wide
525871	DALO POR HECHO	Bronco	Concha/Urquiza	50%	50%	US and MX only
188507	Dangerously In Love	Beyonce	Knowles/McCalla	50.00%	50.00%	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
527444	De Viaje	Sin Bandera	Schajris/Garcia	100%	100%	World Wide
527444	De Viaje	Sin Bandera	Garcia/Schajris	100.00%	100.00%	World Wide
83933	Dear Prudence	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
138420	Deep Cover	Dr. Dre	Dr. Dre/Wolfe/Broadus	100.00%	100.00%	World Wide
49741	DEJA	Ana Barbara	Roberto Livi / Rudy Perez	50.00%	50.00%	World Wide
211915	Dejaria Todo	Chayanne	Estefano	100%	100%	World Wide
211915	Dejaria Todo	Chayanne	Salgado	100.00%	100.00%	World Wide
187846	Desnuda	Ricardo Arjona	Arjona	100.00%	100.00%	World Wide
98215	Dicen Por Ahi	Teran	Teran/Brant	50%	50%	World Wide
8418	Diggin' On You	Babyface	Edmonds	100.00%	100.00%	World Wide
279944	Dimelo	Marc Anthony	Blades/Chirino/Muniz/Rooney	91.25%	91.25%	World Wide
519248	Dixie Rosa Deluxe's	Trent Willmon	Heeney / Mitchel	50.00%	50.00%	World Wide
105406	Don't Know Why	Norah Jones	Harris	100.00%	100.00%	World Wide
84111	Don't Let Me Down	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100.00%	World Wide
138402	Drinkin' Bone	Tracy Byrd	Phillips/Bearthard	50.00%	50.00%	World Wide
108388	Dusie	Brick	Brown/Hargis/Ranson	100.00%	100.00%	World Wide
83937	Eight Days A Week	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
271834	El Ultimo Adios	Paulina Rubio	Estefano	100%	100%	World Wide
83938	Eleanor Rigby	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
544005	En el silencio negro de la noche	Alexandre Pires	Salgado	100.00%	100.00%	World Wide
37753	Eternal Flame	Bangles	Steinberg/Kelly/Hoffs	66.67% Sony, 33.33% Bangophile music	66.67%	World Wide
83940	Every Little Thing She Does	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
243888	Everything Is Everything	Lauryn Hill	Hill	100.00%	100.00%	World Wide
517476	Extraordinary	Liz Phair	Phair/Edwards/Spock/Christy	25.00%	25.00%	World Wide
524013	Fallen	Sarah McLachlan	McLachlan	100.00%	100.00%	World X Canada
527898	Fallen	Mya	Shelton/Veney/Hill/Bonfa/ Toledo	25.00%	25.00%	World wide
47892	Fantastic Voyage (Coolio Version)	Coolio	Beavers/McCain/Craig/Lewis/ Alexander/Shelby/Stokes/ Shockley/Wood/Ivey/Dobbs	Sony/Lastrada 75%	75.00%	World Wide
333016	Fatty Girl	Coolio	Barnes/Olivier/Smith/Williams/ Murray/Bridges	62.50%	62.50%	World Wide
98466	Fight For Your Right	Beastie Boys	Rubin/Horowitz.Yauch	65% Sony / 33.33% Brooklyn Music	65.00%	World Wide
525480	Figure You Out	Eve	Jeffers/Barnes/Olivier/ Pimentel	33.33%	33.33%	World Wide
251	Fire (Sexy Dance)	Paulina Rubio	Estefano	100%	100%	World Wide
83942	Fixing A Hole	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
84107	Fool On The Hill	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
83943	For No One	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide

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Schedule A

Song #	Title	Artist	Writer(s)	US % Collected	US % Paid	Territory
33431	Fu-Gee-La	The Fugees	Wydeff / Hill / Michel / Mcgrier / Rami / Marie	25.50%	25.50%	World Wide
422710	Get Me A Dog	DMX	Blackman/Simmons/Taylor	25.00%	25.00%	World Wide
33102	Girls Just Wanna Have Fun	Cindi Lauper	R. Hazard	100.00%	100.00%	World Wide
84114	Give Peace A Chance	John Lennon	J. Lennon	64.167% Sony, 35.833 EMI	100.00%	World Wide
522605	God Is A DJ	Pink	Mann/Davis/Pink	90.00%	90.00%	World Wide
105219	Going Back To Cali		Harvey/Troutman/Wallace	31.25%	31.25%	World Wide
83955	Got To Get You Into My Life	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	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
114467	Hello	LL Cool J	Smith/Edwards/Spivey/Miller	20.00%	20.00%	World Wide
83960	Help	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
83964	Hey Jude 1	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
118052	Hey Pretty (lp version)	Poe	Danielewski Annie	50.00%	100.00%	World Wide
451658	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
138377	How Am I Doin	Dierks Bently	Bentley/X	50.00%	50.00%	World Wide
133392	How Many Mics	The Fugees	Hill/Jean/Michel	100.00%	100.00%	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
495652	I Believe	Diamond Rio	Kees/Ewing	100.00%	100.00%	World Wide
553521	I Believe	Fantasia (Am. Idol)	Gray/Watters/Blancaniello	33.34%	33.34%	World Wide
195889	I Can't Live Without My Radio	LL Cool J	Smith/Rubin	87.50%	87.50%	World Wide
51357	I Could Fall In Love	Selena	Thomas	100.00%	100.00%	Worldwide
37767	I Drove All Night	Celine Dion/Cyndi Lauper	Steinberg/Kelly	100.00%	100.00%	Worldwide
13971	I Feel Fine	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
255595	I Go Back	Kenny Chesney	Chesney	100.00%	100.00%	World Wide
104117	I Just Died In Your Arms Tonight	Cutting Crew	Eede	100.00%	100.00%	World Wide
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
123833	I Melt	Rascal Flatts	Levox/Thrasher	33.34%	33.34%	World Wide
103292	I Need To Know	Marc Anthony	Rooney/Anthony	100.00%	100.00%	World wide
131815	I Want To Live	Josh Gracin	James/Rutherford	50.00%	50.00%	World Wide
484267	I Wonder Do You Ever Think Of Me	Kenny Chesney	Shafer	100.00%	100.00%	World Wide
106561	If	Bread	Gates David A	100.00%	100.00%	World Wide
505037	If Your Not The One	Daniel Bedingfield	Daniel Bedingfield	100.00%	100.00%	World Wide
106757	I'm Outta Love	Anastacia	Anastacia, Sam Watters, Louis Blancaniello	42.50%	42.50%	Worldwide
91456	In My Life	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
108531	In The Ghetto	Presley, Elvis	M Davis	75.00%	75.00%	World Wide
58345	In The Summertime	Mungo Jerry	Ray Dorset	50.00%	50.00%	World Wide
113540	Independent Women Part 1	Destiny's Child	Rooney,Mark/ Barnes,Samuel/ Olivier,Jean Claude / Knowles,Beyonce	100.00%	100.00%	Worldwide
524128	Industry	Wyclef Jean	Jean/Duplessis/Whitherspoon/ Riser/Dean	37.50%	37.50%	World Wide
517264	Invisible	Clay Aiken - American Idol	Child/Carlsson/Braide	33.33%	33.33%	World Wide
340959	I've Got You	ANTHONY* MARC	Rooney, Dioguardi	75.00%	75.00%	WW
167953	Jacking 4 Beats	Ice Cube	Baker/Barbata/Ice Cube/Jones/	9.38%	9.37%	World Wide
450461	Jambalaya	Hank Williams	Hank Williams	60.00%	60.00%	US
450707	Kaw-Liga	Hank Williams	Williams/Rose	100.00%	100.00%	World Wide
528873	Keg In The Closet	Kenny Chesney	Chesney/James/Onaly	100.00%	100.00%	World Wide

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Schedule A

Song #	Title	Artist	Writer/s	% Collected	US % Licensed	Territory
27111	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.
83998	Lady Madonna	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
524335	Learn Chinese	Jin feat. Wyclef Jean	Jean/Brown/Duplessis/Auyuen g	10.00%	10.00%	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
37791	Like A Virgin	Madonna	Kelly, Thomas F. , Steinberg, William E.	Sony/ATV Tunes LLC (ASCAP) 100%	100.00%	World Wide
271835	Lo Hare Por Ti	Paulina Rubio	Estefano	100%	100%	World Wide
	Lose My Breath	DESTINY'S CHILD	Jerkins/Garrett/Knowles/Rowland,M. Williams/Jerkins III/ Daniels, Carlo	pending	pending	
131846	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
35525	Lovin' At Night	Patty Loveless	Crowell	100.00%	100.00%	World Wide
509499	Luv U Better	LL Cool J	Smith/Williams/Hugo	33.34%	33.34%	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
84121	Maxwell's Silver Hammer	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	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	Gacia	100% Sony/ATV	100.00%	World Wide
173092	Me Voy A Regalar	Marc Anthony	Omar Alfanno	100%	100%	World Wide
104951	Method Man	Method Man	Torutmans/Smith/Cole/Diggs/ Woods/Turner/Jones/ Cole	Sony/Lastrada 62.5%	62.50%	World Wide
163754	Mirame A Los Ojos	OV7	Abianedo / Boradoni	100%	100%	World Wide
75119	Mo Money Mo Problems	Notorious B.I.G.	Edwards/Rogers/Combs/Betha/ Jordan/Wallace	30.00%	30.00%	World Wide
111756	Most Girls	Pink	Babyface / Thomas	50.00%	50.00%	Worldwide
451862	Mr. Mom	Lonestar	Harbin/Ron/McDonald/Pfrimmer/Don	33.34%	33.34%	World Wide
51164	Muppet Show Theme	Muppets	Henson; Pettie	100.00%	100.00%	World Wide
515913	My Last Name	Dierks Bently	Bentley/Allen	50.00%	50.00%	World Wide
157243	My Life	Mary J. Blige	Ayers/Bligo/Combs/Delvalle/The	6.25%	6.25%	World Wide
118500	Nasty Girl	Destiny's Child	Knowles/ Dent / Brassi / Hackett	30.00%	30.00%	Worldwide
28523	Neon Moon	Brooks & Dunn	Dunn	100.00%	100.00%	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
330075	No Me Enseñaste	Thalia	Estefano	100%	100%	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
84014	Norwegian Wood (This Bird Has Flown)	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
84016	Nowhere Man	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	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
48598	Oh Pretty Woman	Roy Orbison	Dees/Orbison	62.50%	62.50%	USA
5527	Old Blue Chair	Kenny Chesney	Chesney	100.00%	100.00%	World Wide
29117	One Day In Your Life	Anastacia	Biancaniello/Newkirk/Watters	33.33%	33.33%	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
524145	Party To Damascus	Wyclef feat. Missy Elliot	Jean/Duplessis/Elliot	60.00%	60.00%	World Wide

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Schedule A

Song #	Title	Artist	Writers	US % Collected	US % Licensed	Territory
81454	Penny Lane	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%	World Wide
138090	Perfect	Sara Evans	Evans/Martin/Shapiro	100.00%	100.00%	World Wide
205879	Por que es tan Cruel el Amor	Ricardo Arjona	Arjona	100.00%	100.00%	World Wide
319372	Que me quedes tu	Shakira	Ripoll/Ochoa	75.00%	75.00%	World Wide
510608	Quitemonos La Ropa	Alexandre Pires	Estefano, Reyes	100%	100%	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
405081	Red Raglan	Tim McGraw	White	100.00%	100.00%	World Wide
77981	Rock The Bells	LL Cool J	Smith/Rubin	87.50%	87.50%	World Wide
211945	Salome	Chayanne	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
111341						
84026	Seargent 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 100	100.00%	World excluding Asian territories
271838	Sex Sex Dance (Sexy Dance) AKA Surrender (Sexy Dance)	Paulina Rubio	Estefano	100%	100%	World Wide
113235	She Bangs	Ricky Martin	Afanasieff/Child/Rosa	45.88%	45.88%	World Wide
234680	She's On It	Beastie Boys	Horovitz/Rubin	50.00%	50.00%	World Wide
118235	Show Me The Meaning Of Being Lonely	Backstreet Boys	Herbert Crichlow/Max Martin	50.00%	50.00%	World wide
	SI TU TE VAS	Rogelio Martinez	Blanes	100%	100%	World Wide
118102	Side	Travis	Healy	100% Sony/ATV Songs LLC obo Sony/ATV Music Publishing UK Ltd.	100.00%	Worldwide
118098	Sing	Travis	Healy	100.00%	100.00%	Worldwide
38707	Smooth Operator	Sade	Adu/St. John	50.00%	50.00%	World Wide
518380	So Gone	Monica	Elliot/Cunningham/Rye/ Ahmonuel	50.00%	50.00%	Worldwide
177305	So What	Miles David	Davis	100.00%	100.00%	Worldwide
527760	Son de Cali	Son de Cali	Omar Alfanno	100%	100%	World Wide
5250	Son Of A Preacher Man	Tanya Tucker; Dusty Springfield	Hurley/Wilkins	100.00%	100.00%	World Wide
84037	Strawberry Fields Forever	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
	Stupid Little Love Song	Fefe Dobson	Dobson/Levine	100.00%	100.00%	World Wide
174087	Suavemente	Elvis Crespo	Elvis Crespo	100%	100%	World Wide
106530	Sugar, Sugar	The Archies	Barry/Kim	50.00%	50.00%	US

EXHIBIT CO 0568

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

March 29, 2004 Agreement

BLANKET RINGTONE LICENSE AGREEMENT

This Ringtone license Agreement ("Agreement") is made and entered into as of March 29, 2004,* (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") and REDACTED (hereinafter, "Company").

WHEREAS, Publisher controls the music publishing rights in and to certain Compositions (as defined below); and

WHEREAS, Company desires to obtain and Publisher desires to grant to Company a license to create, Sell (as defined below) and distribute Ringtones (as defined below) to End Users (as defined below), subject to the terms and conditions set forth herein;

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

1. GRANT OF LICENSE

(a) Publisher hereby grants Company and Sublicensees a non-exclusive right and license throughout the Territory to do the following with respect to the Compositions: (i) to adapt and record, at Company's sole expense, up to thirty (30) seconds of each Composition and to create one or more Ringtones embodying each such Composition; provided, however, that no such adaptation shall change the basic melody or fundamental character of such Composition; (ii) to copy, reproduce and store Ringtones solely for the purpose of distributing them to End Users as permitted hereunder, and to distribute Ringtones to End Users by means of the Service; (iii) to authorize Sublicensees to copy, reproduce and store Ringtones solely for the purpose of distributing them to End Users as permitted hereunder, and to distribute Ringtones to End Users by means of the Service; (iv) to permit and to authorize Sublicensees to permit End Users to receive via the Service, and store Ringtones and to grant a perpetual end-user license to such End Users to use and exploit such Ringtone in connection with use of their Wireless Device; and (v) to use and to authorize Sublicensees to use the titles and names of writer(s)/composer(s) of those Compositions from which Ringtones have been created, solely as factual identifiers in listing Ringtones available to End Users.

(b) Notwithstanding anything to the contrary set forth herein, it is understood and agreed that no right is granted to Company hereunder to use any Composition in connection with any advertisement, commercial or in any printed form, including but not limited to isolating or positioning a Ringtone in a way that could be construed as advertising or promoting any product or service, including any promotion of Company's products or services without Publisher's prior written consent.

(c) Notwithstanding anything to the contrary set forth herein, it is understood and agreed that no rights are granted to Company hereunder to do any of the following:

(i) to synchronize the Compositions in timed relation with any still, animated, or moving visual image of any nature.

(ii) to display the lyrics or musical notation of any Composition in any manner.

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

2. COMPANY OBLIGATIONS

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

(b) In the event a Sony songwriter or licensor objects to the use of a particular musical composition on the Service, Company agrees to withdraw or remove all Ringtones embodying the musical composition concerned within forty-eight (48) hours after Sony notifies you of such objection.

(c) In the event that Publisher shall request in writing that Company cease exploiting any Composition pursuant to the rights granted hereunder prior to the expiration of the Term, Company shall do so within ten (10) days after receiving notice of such request.

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

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

3. TERM

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

4. ADVANCE

(a) In consideration of the license granted to you herein, you shall pay to Sony, as an advance against the royalties payable to us pursuant to paragraph 5 below, the non-returnable sum of REDACTED upon your execution of this agreement.

5. LICENSE FEE

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

(i) for each Sale of a Ringtone hereunder a license fee equal to the greater of: (A) REDACTED of Company Revenue from such Sale; or (B) REDACTED, provided that with respect to any Ringtone containing any musical composition that is not wholly owned and/or controlled by Publisher in and throughout the Territory, the payment specified in this section 5(a)(i) shall be pro-rated in proportion to Publisher's ownership or administrative share of such musical composition as set forth on Schedule A; and

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

6. ROYALTY AND ROYALTY ACCOUNTINGS

(a) Company shall render to Publisher true and detailed accounting statements, in electronic digital format, of all royalties payable hereunder no less often than forty-five (45) days following the end of each calendar quarter of the Term. The statements shall report all royalty bearing transactions on a Composition-by-Composition basis and country-by-country basis, including but not limited to reporting on each Composition by title, songwriter, the number of transmissions, downloads or deliveries of such Composition by Company and/or Sublicensee, and the resultant royalty payable hereunder by Company and/or Sublicensee. Each accounting statement shall be accompanied by payment to Publisher of all royalties due and shall be sent to Todd Ellis, Sony/ATV Music Publishing LLC, 8 Music Square West, Nashville, TN 37203 .

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

(c) Company shall maintain accurate and complete records and accounting books with regard to the licensing and exploitation of the Composition, including, without limitation, all information needed to compute and verify the amounts payable to Publisher hereunder. Publisher may audit such books and records. Upon no less than thirty (30) days' notice, Publisher may conduct such audit only during Company's normal business hours, and only at the place where Company keeps such books and records to be examined. Any audit shall be conducted at Publisher's sole expense, except that if any audit reveals an error resulting in underpayment to Publisher of five percent (5%) or more of the total amount accounted to Publisher during the

accounting periods audit, Company shall pay to Publisher all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

7. TERMINATION

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

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

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

(iii) 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 the Service in particular.

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

(c) Upon the expiration or termination of this Agreement, all rights of Company, or Sublicensees in and to the Compositions shall terminate except as otherwise provided herein.

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

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

8. EXPERIMENTAL AGREEMENT

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

9. OWNERSHIP AND ARRANGEMENT OF COPIES

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

(b) Notwithstanding the foregoing, Publisher hereby agrees never to use itself or license the use of the arrangements acquired pursuant to subparagraph 9(a) above to any third party, whether inside or outside the Territory or during or after the Term.

(c) Company shall enable five (5) designated employees of Publisher to freely and without charge or expense receive Ringtones as an End User of the Service to ensure Company's adherence with and to the terms and conditions of this Agreement. Publisher shall provide the name(s) of its designee(s) to Company in writing.

10. WARRANTIES, REPRESENTATIONS AND INDEMNITIES

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

(b) Company warrants, represents and agrees that (i) Company and each Sublicensee has the right and power to enter into and fully perform this Agreement and Company and each Sublicensee is and shall continuously be a corporation in good standing in the jurisdiction of its incorporation; (ii) Company and each Sublicensee's principal place of business is located within the United States of America; (iii) Company and each Sublicensee shall track and maintain records of the countries in which each Ringtone is downloaded, transmitted, delivered or otherwise distributed; (iv) upon written instruction from Publisher, neither Company nor any Sublicensee shall license or distribute any Ringtone or Composition to any third party that is engaged in piracy, illegal activities or other unauthorized use of the Composition, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor; and (v) Company and each Sublicensee has or will promptly obtain a license to publicly perform the Ringtone throughout the Territory from the applicable public performance licensing society or organization.

(c) (1) Publisher will indemnify and hold harmless Company from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorney's fees and costs) arising out of or incurred as a direct result of any breach by Publisher of any warranty, representation, agreement or undertaking made by Publisher in this Agreement; provided that the claim concerned has been settled or has resulted in a judgment against Company. Company shall provide Publisher with prompt notice of any such claim, and Publisher

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shall defend against any such claim through legal counsel selected by Publisher with Company's consent, which consent may not be unreasonably withheld. Company may participate in the defense of any such claim through counsel of Company's selection at Company's sole expense.

(2) Company will indemnify and hold harmless Publisher and Publisher's affiliates from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorney's fees and costs) arising out of or incurred as a direct result of any breach by Company of any warranty, representation, agreement or understanding made by Company in this Agreement; provided that the claim concerned has been settled or has resulted in a judgment against Publisher. Publisher shall provide Company with prompt notice of any such claim, and Company shall defend against any such claim through legal counsel selected by Company with Publisher's consent, which consent may not be unreasonably withheld . Publisher may participate in the defense of any such claim through counsel of Publisher's selection at Publisher's sole expense.

11. DEFINITIONS

(a) Omitted without Implication

(b) "Compositions" means those musical works solely to the extent that they are owned and/or controlled by Publisher in and throughout the Territory which Publisher has approved for use by Company in the creation of Ringtone(s) as set forth on Schedule A, attached to and made a part hereof, as such Schedule A may be amended in writing from time to time as hereinafter provided. All requests by Company to amend Schedule A should be sent in writing to Todd Ellis, Sony/ATV Music Publishing LLC, 8 Music Square West, Nashville, TN 37203, todd_ellis@sonymusic.com.

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

(d) "Company Revenue" means the (a) gross monetary revenue received by, or due and owing to, Company, or a Company Sublicensee from the Sale of a Ringtone via the Service, calculated by using the Sale price of the Ringtone to an End User (inclusive of any sales, value added or other taxes), as applicable, 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. For the avoidance of doubt, it is understood that if Company sublicenses any Ringtone to a Sublicensee, it is the Sale price of the Ringtone to the End User, and not any lesser sublicensing fee paid by the Sublicensee to Company , that shall determine the amount of Company Revenue payable pursuant to subsection 5(a)(i) hereunder.

(e) "Promotion" means a promotional offer, contest, give-away or any other distribution of a Ringtone for no consideration or consideration other than the then-current full retail price.

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

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(g) "Sale", "Sell" or "Sold" means any action whereby an End User in the Territory obtains from Company or a Sublicensee a complete or useable copy of a Ringtone that is capable of being written or otherwise stored in the memory of a Wireless Device. For the avoidance of doubt, a Sale shall include any action described in the preceding sentence which occurs during a Promotion.

(h) "Service" means the provision of a Ringtone via a range of service channels, including, but not limited to, the Internet, cable, satellite, web, wireless application protocol (a/k/a WAP), wireless local area network (a/k/a WLAN), Bluetooth technology (infrared or other similar radio wave technology), wired connection from a local computer, short or smart messaging service (a/k/a SMS), subsequent corresponding technologies or any other form of distribution or transmission of Ringtones. For the avoidance of doubt, Ringtones shall not be installed on or delivered to Wireless Devices prior to the purchase of such Wireless Devices by End Users (i.e., they shall not be embedded into Wireless Devices prior to the purchase of such Wireless Devices by End Users).

(i) "Sublicensee(s)" shall mean those entities approved by Sony as set forth on Schedule B attached hereto. Additional Sublicensees may be added to Schedule B, subject to Sony's prior written approval. If no Schedule B is attached hereto, Company shall be deemed to have no Sublicensees and Company shall have no right to grant any rights hereunder to any other person or party.

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

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

(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 Publisher's or Company's control (a "Force Majeure Event"); Publisher or Company, as the case may be, is materially hampered in the performance of its obligations hereunder, then, without limiting either party's rights, Publisher or Company, as the case may be, shall have the option by giving a notice ("Suspension Notice") to the other party hereto suspending the Term for the duration of any such contingency solely in the region of the Territory affected by such Force Majeure Event. In the event the Force Majeure Event exceeds thirty (30) days, this Agreement may be terminated by written notice from either party hereto.

14. NOTICES

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

TO COMPANY: The address shown above.

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

and

Sony Music Entertainment Inc.
Law Department
550 Madison Avenue
New York, New York 10022-3211
Attention: Senior Vice President and General Counsel

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

15. LIMITATION OF LIABILITY

EXCEPT FOR CLAIMS UNDER ARTICLE 10 ABOVE, NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL ,CONSEQUENTIAL DAMAGES OR PUNITIVE DAMAGES, OR FOR INTERRUPTED COMMUNICATIONS, LOST DATA, LOST PROFITS, LOST REVENUE OR LOST OPPORTUNITIES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF THAT PARTY HAS BEEN ADVISED OF (OR KNOWS OR SHOULD KNOW OF) THE POSSIBILITY OF SUCH DAMAGES.

16. MISCELLANEOUS

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

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

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

(d) This agreement has been entered into in the State of New York, and the validity, interpretation and legal effect of this agreement shall be governed by the laws of the State of New York applicable to contracts entered into and performed entirely within the State of New York. The New York courts (state and federal), only, will have jurisdiction of any controversies regarding this agreement; any action or other proceeding which involves such a controversy will be brought in those courts, in New York County, and not elsewhere.

(The remainder of this page has been intentionally left blank)

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

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

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

SONY/ATV MUSIC PUBLISHING LLC

By: _____

Name: Dir., Bus. Affairs

Title: Jonas Kant

Date: 5/20/04

REDACTED

EXHIBIT CO 0569

Document Category

Licenses

Song Code(s):

US Song Code(s)

Song Title(s): N/A

Composer(s): N/A

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

Recording Artist: N/A

Product Title: N/A

Licensee: REDACTED

Product Number: N/A

Description: Blanket Ringtone License Agreement w/ Schedule A

February 27, 2004 Agreement

BLANKET RINGTONE LICENSE AGREEMENT

(the "Effective Date")

This Ringtone license Agreement ("Agreement") is made and entered into as of February 27, 2004, by and between SONY/ATV MUSIC PUBLISHING LLC, a Delaware limited liability company, 550 Madison Avenue, New York, NY 10022 (hereinafter "Publisher") and REDACTED (hereinafter, "Company").

WHEREAS, Publisher controls the music publishing rights in and to certain Compositions (as defined below); and

WHEREAS, Company desires to obtain and Publisher desires to grant to Company a license to create, Sell (as defined below) and distribute Ringtones (as defined below) to End Users (as defined below), subject to the terms and conditions set forth herein;

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

1. GRANT OF LICENSE

(a) Publisher hereby grants Company and Sublicensees a non-exclusive right and license throughout the Territory to do the following with respect to the Compositions: (i) to adapt and record, at Company's sole expense, up to thirty (30) seconds of each Composition and to create one or more Ringtones embodying each such Composition; provided, however, that no such adaptation shall change the basic melody or fundamental character of such Composition; (ii) to copy, reproduce and store Ringtones solely for the purpose of distributing them to End Users as permitted hereunder, and to distribute Ringtones to End Users by means of the Service; (iii) to authorize Sublicensees to copy, reproduce and store Ringtones solely for the purpose of distributing them to End Users as permitted hereunder, and to distribute Ringtones to End Users by means of the Service; (iv) to permit and to authorize Sublicensees to permit End Users to receive via the Service, and store Ringtones and to grant a perpetual end-user license to such End Users to use and exploit such Ringtone in connection with use of their Wireless Device; and (v) to use and to authorize Sublicensees to use the titles and names of writer(s)/composer(s) of those Compositions from which Ringtones have been created, solely as factual identifiers in listing Ringtones available to End Users.

(b) Notwithstanding anything to the contrary set forth herein, it is understood and agreed that no right is granted to Company hereunder to use any Composition in connection with any advertisement, commercial or in any printed form, including but not limited to isolating or positioning a Ringtone in a way that could be construed as advertising or promoting any product or service, including any promotion of Company's products or services without Publisher's prior written consent.

(c) Notwithstanding anything to the contrary set forth herein, it is understood and agreed that no rights are granted to Company hereunder to do any of the following:

(i) to synchronize the Compositions in timed relation with any still, animated, or moving visual image of any nature.

(ii) to display the lyrics or musical notation of any Composition in any manner.

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

2. COMPANY OBLIGATIONS

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

(b) In the event a Sony songwriter or licensor objects to the use of a particular musical composition on the Service, Company agrees to withdraw or remove all Ringtones embodying the musical composition concerned within forty-eight (48) hours after Sony notifies you of such objection.

(c) In the event that Publisher shall request in writing that Company cease exploiting any Composition pursuant to the rights granted hereunder prior to the expiration of the Term, Company shall do so within ten (10) days after receiving notice of such request.

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

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

3. TERM

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

4. ADVANCE

(a) Omitted Without Implication.

5. LICENSE FEE

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

(i) for each Sale of a Ringtone hereunder a license fee equal to the greater of: (A) REDACTED of Company Revenue from such Sale; or (B) , provided that with respect to any Ringtone containing any musical composition that is not wholly owned and/or controlled by Publisher in and throughout the Territory, the payment specified in this section 5(a)(i) shall be pro-rated in proportion to Publisher's ownership or administrative share of such musical composition as set forth on Schedule A.

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

6. ROYALTY AND ROYALTY ACCOUNTINGS

(a) Company shall render to Publisher true and detailed accounting statements, in electronic digital format, of all royalties payable hereunder no less often than forty-five (45) days following the end of each calendar quarter of the Term. The statements shall report all royalty bearing transactions on a Composition-by-Composition basis and country-by-country basis, including but not limited to reporting on each Composition by title, songwriter, the number of transmissions, downloads or deliveries of such Composition by Company and/or Sublicensee, and the resultant royalty payable hereunder by Company and/or Sublicensee. Each accounting statement shall be accompanied by payment to Publisher of all royalties due and shall be sent to Todd Ellis, Sony/ATV Music Publishing LLC, 8 Music Square West, Nashville, TN 37203 .

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

(c) Company shall maintain accurate and complete records and accounting books with regard to the licensing and exploitation of the Composition, including, without limitation, all information needed to compute and verify the amounts payable to Publisher hereunder. Publisher may audit such books and records. Upon no less than thirty (30) days' notice, Publisher may conduct such audit only during Company's normal business hours, and only at the place where Company keeps such books and records to be examined. Any audit shall be conducted at Publisher's sole expense, except that if any audit reveals an error resulting in underpayment to Publisher of five percent (5%) or more of the total amount accounted to Publisher during the

accounting periods audit, Company shall pay to Publisher all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

7. TERMINATION

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

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

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

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

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

(c) Upon the expiration or termination of this Agreement, all rights of Company, or Sublicensees in and to the Compositions shall terminate except as otherwise provided herein.

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

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

8. EXPERIMENTAL AGREEMENT

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

9. OWNERSHIP AND ARRANGEMENT OF COPIES

16

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

(b) Notwithstanding the foregoing, Publisher hereby agrees never to use itself or license the use of the arrangements acquired pursuant to subparagraph 9(a) above to any third party, whether inside or outside the Territory or during or after the Term.

(c) Company shall enable five (5) designated employees of Publisher to freely and without charge or expense receive Ringtones as an End User of the Service to ensure Company's adherence with and to the terms and conditions of this Agreement. Publisher shall provide the name(s) of its designee(s) to Company in writing.

10. WARRANTIES, REPRESENTATIONS AND INDEMNITIES

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

(b) Company warrants, represents and agrees that (i) Company and each Sublicensee has the right and power to enter into and fully perform this Agreement and Company and each Sublicensee is and shall continuously be a corporation in good standing in the jurisdiction of its incorporation; (ii) Company and each Sublicensee's principal place of business is located within the United States of America; (iii) Company and each Sublicensee shall track and maintain records of the countries in which each Ringtone is downloaded, transmitted, delivered or otherwise distributed; (iv) upon written instruction from Publisher, neither Company nor any Sublicensee shall license or distribute any Ringtone or Composition to any third party that is engaged in piracy, illegal activities or other unauthorized use of the Composition, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor; and (v) Company and each Sublicensee has or will promptly obtain a license to publicly perform the Ringtone throughout the Territory from the applicable public performance licensing society or organization.

(c) (1) Publisher will indemnify and hold harmless Company from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorney's fees and costs) arising out of or incurred as a direct result of any breach by Publisher of any warranty, representation, agreement or undertaking made by Publisher in this Agreement; provided that the claim concerned has been settled or has resulted in a judgment against Company. Company shall provide Publisher with prompt notice of any such claim, and Publisher

shall defend against any such claim through legal counsel selected by Publisher with Company's consent, which consent may not be unreasonably withheld. Company may participate in the defense of any such claim through counsel of Company's selection at Company's sole expense.

(2) Company will indemnify and hold harmless Publisher and Publisher's affiliates from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorney's fees and costs) arising out of or incurred as a direct result of any breach by Company of any warranty, representation, agreement or understanding made by Company in this Agreement; provided that the claim concerned has been settled or has resulted in a judgment against Publisher. Publisher shall provide Company with prompt notice of any such claim, and Company shall defend against any such claim through legal counsel selected by Company with Publisher's consent, which consent may not be unreasonably withheld . Publisher may participate in the defense of any such claim through counsel of Publisher's selection at Publisher's sole expense.

11. DEFINITIONS

(a) Omitted without Implication

(b) "Compositions" means those musical works solely to the extent that they are owned and/or controlled by Publisher in and throughout the Territory which Publisher has approved for use by Company in the creation of Ringtone(s) as set forth on Schedule A, attached to and made a part hereof, as such Schedule A may be amended in writing from time to time as hereinafter provided. All requests by Company to amend Schedule A should be sent in writing to Todd Ellis, Sony/ATV Music Publishing LLC, 8 Music Square West, Nashville, TN 37203, todd_ellis@sonymusic.com.

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

(d) "Company Revenue" means the (a) gross monetary revenue received by, or due and owing to, Company, or a Company Sublicensee from the Sale of a Ringtone via the Service, calculated by using the Sale price of the Ringtone to an End User (inclusive of any sales, value added or other taxes), as applicable, 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. For the avoidance of doubt, it is understood that if Company sublicenses any Ringtone to a Sublicensee, it is the Sale price of the Ringtone to the End User, and not any lesser sublicensing fee paid by the Sublicensee to Company , that shall determine the amount of Company Revenue payable pursuant to subsection 5(a)(i) hereunder.

(e) "Promotion" means a promotional offer, contest, give-away or any other distribution of a Ringtone for no consideration or consideration other than the then-current full retail price.

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

(g) "Sale", "Sell" or "Sold" means any action whereby an End User in the Territory obtains from Company or a Sublicensee a complete or useable copy of a Ringtone that is capable of being written or otherwise stored in the memory of a Wireless Device. For the avoidance of doubt, a Sale shall include any action described in the preceding sentence which occurs during a Promotion.

(h) "Service" means the provision of a Ringtone via a range of service channels, including, but not limited to, the Internet, cable, satellite, web, wireless application protocol (a/k/a WAP), wireless local area network (a/k/a WLAN), Bluetooth technology (infrared or other similar radio wave technology), wired connection from a local computer, short or smart messaging service (a/k/a SMS), subsequent corresponding technologies or any other form of distribution or transmission of Ringtones. For the avoidance of doubt, Ringtones shall not be installed on or delivered to Wireless Devices prior to the purchase of such Wireless Devices by End Users (i.e., they shall not be embedded into Wireless Devices prior to the purchase of such Wireless Devices by End Users).

(i) "Sublicensee(s)" shall mean those entities approved by Sony as set forth on Schedule B attached hereto. Additional Sublicensees may be added to Schedule B, subject to Sony's prior written approval. If no Schedule B is attached hereto, Company shall be deemed to have no Sublicensees and Company shall have no right to grant any rights hereunder to any other person or party.

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

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

(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

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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 DAMAGES OR PUNITIVE DAMAGES, OR FOR INTERRUPTED COMMUNICATIONS, LOST DATA, LOST PROFITS, LOST REVENUE OR LOST OPPORTUNITIES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF THAT PARTY HAS BEEN ADVISED OF (OR KNOWS OR SHOULD KNOW OF) THE POSSIBILITY OF SUCH DAMAGES.

16. MISCELLANEOUS

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

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

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

(d) This agreement has been entered into in the State of New York, and the validity, interpretation and legal effect of this agreement shall be governed by the laws of the State of New York applicable to contracts entered into and performed entirely within the State of New York. The New York courts (state and federal), only, will have jurisdiction of any controversies regarding this agreement; any action or other proceeding which involves such a controversy will be brought in those courts, in New York County, and not elsewhere.

(The remainder of this page has been intentionally left blank)

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

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

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

SONY/ATV MUSIC PUBLISHING LLC

By: _____

Name: Jonny Kane

Title: Director, Business Affairs

Date: 5/20/04

REDACTED

Title	Artist	Writer/s	US % Collected	US % Licensed
8 Days of Christmas	Destiny's Child.	Knowles / McCalla	50%	50.00%
911	Wyclef Feat. Mary J Blige	Jean; DuPlessis; Brown; Cadet	47.50%	47.50%
9PM	AtB	Tannenberger/Ferrerons/Posadas /Riviera	50.00%	31.25%
A Moment Like This	Kelly Clarkson	Reid/Elofsson	50.00%	50.00%
Adia	Sarah McLachlan	McLachlin/P. Marchand	50.00%	50.00%
Ain't It Funny	Jennifer Lopez	Rooney / Lopez	100.00%	100.00%
All My Lovin	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%
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%
Boot Scootin' Boogie	Brooks & Dunn	Dunn, Ronnie G.	100.00%	100.00%
BUG A BOO	DESTINY'S CHILD	Briggs, Burrus, Knowles, Roberson, Rowland, Luckett	7.50%	7.50%
Burning Love	Elvis Presley	Dennis Linde	100.00%	100.00%
Chime	Orbital	Hartnoll/Hartnoll	100.00%	100.00%
Clint Eastwood	Gorillaz	Makromallis/Irie/albarn	12.50%	12.50%

Title	Artist	Writer/s	US % Collected	US % Licensed
Crazy	Patsy Cline	Nelson Willie (USA)	100.00%	100.00%
Cruel Summer	Bananarama	Fahey / Woodward / Swain/ Jolley / Dallin	25% Sony/ATV Tunes LLC obo Sony/ATV Music Publishing Uk Ltd	25.00%
Crying	Roy Orbison	Orbison/Melson	62.50%	62.50%
Day Tripper	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%
Dear Lie	TLC	Edmonds/Watkins	70.00%	70.00%
Don't Wanna Let You Go	5ive	Brown/Breen/Conlon/Gallagher/ Stannard	50.00%	50.00%
Eternal Flame	Bangles	Steinberg/Kelly/Hoffs	66.67% Sony, 33.33% Bangophile music	66.67%
Feelin' So Good	Jennifer Lopez	Rooney/Lopez/Combs/Rios/ Cartegena/Standard	25.00%	25.00%
Fraggle Rock 1	Muppets	P. Balsam, D. Lee-D. Gillis?	100.00%	100.00%
Guerilla Radio	Rage Against The Machine	De La Rocha/ Commerford/ Morello/Wilk	100.00%	100.00%
Getting' Jiggy Wit It	Will Smith	Rodgers / Edwards / Smith	30.00%	30.00%
Ghetto Superstar	Pras	Pras/Jean/Gibb/Gibb/Gibb/Jones	15.00%	15.00%
Goldfinger	Goldfinger	L. Bricusse, A. Newley, J. Barry	100.00%	100.00%
Halcyon & On & On	Orbitol	Hartnoll/Hartnoll	75.00%	75.00%

Title	Artist	Writer/s	US % Collected	US % Licensed
Help	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%
Hey Jude 1	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%
I Could Fall In Love	Selena	Thomas	100.00%	100.00%
I Need To Know	Marc Anthony	Rooney/Anthony	100.00%	100.00%
I Wanna Love You Forever		Louis Biancaniello ,Watters, Samuel J.	Sony/ATV Tunes LLC o/b/o S M Y 50%	50.00%
I Want Candy	Aaron Carter	Berns/Gottehrer/Goldstein/ Feldman	12.50%	12.50%
I Will Remember You	Sarah McLachlan	McLachlin/Egan/Morenda	40.00%	40.00%
Ice Ice Baby	Vanilla Ice	Johnson/Van Winkle/ Brown	6.66%	6.66%
If Ya Getting Down	Five	Conlon / Brown / Breen / Stannard / Gallagher / Cleveland	25.00%	25.00%
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%
If You Tolerate This Your Children Will Be Next	Manic Street Preachers	Bradfield/Jones/Moore	100.00%	100.00%
I'll Make Love To You	Boyz II Men	Edmonds	100.00%	100.00%
I'm A Believer	Neil Diamond	Neil Diamond	75.00%	75.00%
I'm Outta Love	Anastacia	Anastacia, Sam Watters, Louis Biancaniello	42.50%	42.50%
I'm Real	Jennifer Lopez	J. Lopez, T. Oliver, C. Rooney, L.E.S.	Splits Unconfirmed	
In The Summertime	Mungo Jerry	Ray Dorset	50.00%	50.00%
It's A Sin	Pet Shop Boys	Tennent/Lowe	100.00%	100.00%
Jeopardy Theme	n/a	Merv Griffin	100.00%	100.00%
JUMPIN' JUMPIN'	DESTINY'S CHILD	Elliot, Knowles, Moore, Alexander	50.00%	50%
Just Can't Get Enough	Depeche Mode	V. Clarke	100.00%	100.00%
Keep On Movin'	5ive	Brown/Breen/Conlon/Gallagher/ Stannard	50.00%	50.00%

Title	Artist	Writer/s	US % Collected	US % Licensed
Killing Me Softly With His Song	Roberta Flack; Fugees	Fox Charles/Gimbel Norman	50.00%	50.00%
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 & Winding Road	Beatles	Lennon John/Mc Cartney Paul	64.167% Sony, 35.833 EMI	100.00%
Love At First Sight	Kylie Minogue	Minogue/ Stanard/ Gallagher/ Howes/ Harrington	20.00%	20.00%
Lovely Rita	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%
Lucy In The Sky With Diamonds	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%
Lush 31	Orbitol	Hartnoll/Hartnoll	100.00%	100.00%
Maria Maria	Santana	Jean/Duplessis/Santana/Perazzo/ Rekow	65.00%	65.00%
Men In Black	Will Smith	Smith/McFadden/Washington/ Rushen	12.50%	12.50%
Michelle	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%
More Than That	Backstreet Boys	Anders/Wennerberg/Jemberg	33.33% Sony/ATV Songs, 33.33% Sony/ATV Tunes	66.66%
Muppet Show Theme	Muppets	Henson; Pottle	100.00%	100.00%
No Such Thing	John Mayer	Mayer/Cook	85.00%	85.00%
Ocean Spray	Manic Street Preachers	Bradfield/Jones/Moore	100.00%	100.00%
Oh Pretty Woman	Roy Orbison	Orbison/Dees	62.50%	62.50%

Title	Artist	Writer/s	US % Collected	US % Licensed
Our House	Crosby, Stills, Nash & Young	G. Nash	100.00%	100.00%
Penny Lane	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%
Perfect Gentleman	Wyclef Jean	Jean / Duplessis / Harris	45.00%	45.00%
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%
Played A Live (The Bongo Song)	Safri Duo	Frils/Savery/Parsberg	80.00%	80.00%
Quite Playing Games With My Heart	Backstreet Boys	Crichlow/Sandberg	50.00%	50.00%
Radar Love	Golden Earing	Hay/Kooymans	100.00%	100.00%
Rainbow Connection	Kermit The Frog	Ascher/Williams	100.00%	100.00%
Red Red Wine	Neil Diamond	Neil Diamond	100.00%	100.00%
S Club Party	S Club 7	Eriksen/Rustan/Hermansen	30.00%	30.00%
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, Leloya 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	Kennedy/Buck/Adams/Halliwell/ Brown/Bunton/Chisholm	66.66%	66.66%
Seargent Pepper's Lonely Hearts Club Band	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%
Show Me The Meaning Of Being Lonely	Backstreet Boys	Herbert Crichlow/Max Martin	50.00%	50.00%
Sometimes When We Touch	Dan Hill	Hill Dan/Mann Barry	100.00%	100.00%
Strawberry Fields Forever	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%
Survivor	Destiny's Child	Beyonce Knowles, Anthony Dent Matthew Knowles	Sony/ATV Tunes LLC o/b/o Beyonce Publishing (ASCAP) 47%	47.00%

Title	Artist	Writer/s	US % Collected	US % Licensed
Suspicious Minds	Elvis Presley	M. James	100.00%	100.00%
Sweet Caroline	Neil Diamond	Neil Diamond	100.00%	100.00%
Take On Me	A-Ha	Pal Waaktaar / Magne Furuholmen / Morten Harket	Sony/ATV Songs LLC obo Sony Music Publishing UK Ltd 100%	100.00%
Take You With Me aka Body	R. Kelly & Jay-Z	Kelly/Carter/Barnes/Olivier	Splits Pending	Splits Pending
Theme From Dr. Pyser	Ben Folds Five	Ben Folds	100.00%	100
Then The Morning Comes	Smashmouth	Camp / Barry	25.00%	25.00%
Ticket To Ride	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%
Toxicity	System of a Down	Malakian / Tankian / Odadjian / Dolmayan	100.00%	100.00%
Unleash The Dragon	Sisqo	Hill/Veny/Shelton/Andrews/Grant	50.00%	50.00%
We Are Family	Sister Sledge	Rodgers/Edwards	50% Sony/ATV Songs LLC	50.00%
We Can Work It Out	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100.00%
When I'm 64	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%
Why Does It Always Rain On Me	Travis	F. Healy	100.00%	100.00%
With A Little Help From My Friends	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%
YAKETY SAX (THE BENNY HILL SHOW)	BOOTS RANDOLPH	Randolph, Rich	100.00%	100%
Yellow Submarine	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%
Yesterday	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100.00%
You Sang To Me	Marc Anthony	Cory Rooney, Marc Anthony	100.00%	100%

EXHIBIT CO 0570

Document Category

Licenses

Song Code(s):

US Song Code(s)

Song Title(s): N/A

Composer(s): N/A

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

Recording Artist: N/A

Product Title: N/A

Licensee: **Redacted**

Product Number: N/A

Description: Blanket Ringtone License Agreement w/ Schedule A

January 21, 2004 Extension (then Moviso)

Redacted

Redacted

As of January 21, 2004

VIA FACSIMILE AND FEDERAL EXPRESS

Michael Riggs
Sony/ATV Music Publishing LLC
8 Music Square West
Nashville, TN 37203

RE: Ringtone License Agreement Dated May 16, 2002 between Sony/ATV Music Publishing LLC and Redacted (the "Agreement")

Dear Michael:

Thanks for confirming that Sony/ATV will renew the Agreement for a term expiring May 21, 2004. This will confirm that the Redacted advance discussed will be reflected in and offset against the Q4 2003 royalty statement. This also will confirm that the royalty rate (including the performance royalty rate) paid to Sony/ATV during the Agreement term from inception through the extension set forth herein is and shall continue to be on a MFN basis with any other music publisher. For the avoidance of doubt, the performance royalty rate is the greater of Redacted.

Please confirm your acknowledgement and acceptance of the foregoing by countersigning this letter below. Thanks for your help. We look forward to a long and rewarding relationship with Sony/ATV.

Very truly yours,

Redacted

ACKNOWLEDGED AND AGREED:

Redacted

Ring Tone License Agreement ("License")

License Date:	May 16, 2002
Licensor:	Sony/ATV Music Publishing LLC ("Licensor") 8 Music Square West Nashville, TN 37203 Attn: Michael Riggs
Licensee:	Redacted
Compositions:	All musical compositions listed on Schedule A (attached hereto and incorporated by reference) ("**Compositions**"). Licensor acknowledges that Licensee may intend to use additional compositions from time to time as Ring Tones(as defined below), and that Licensee will supply Licensor from time to time with a list of proposed musical compositions to be added to Schedule A, subject to Licensor's approval.
Length:	No use of any Composition as permitted hereunder shall exceed forty-five (00:45) seconds.
Reproduction Royalty:	The greater of the following: a) Redacted per completed transmission, download or other delivery of a Ring Tone to a consumer end-user, or b) Redacted As used herein, "Revenue" shall mean all cash sums earned and received, and/or due and owing to, Licensee from all forms of exploitation of the Compositions authorized, permitted or sublicensed by Licensee including but not limited to 1) any and all advertising revenue earned by Licensee from any web site or web page controlled by Licensee and upon which the Ring Tones are featured and 2) the reasonable value of goods, services or credits received by Licensee from any source in lieu of cash payments for the exploitation of Ring Tones licensed hereunder. With respect to any co-published Compositions, the Reproduction Royalty specified above in subsection a) shall be pro-rated.
Performance Royalty:	Redacted

The Reproduction Royalty and Performance Royalty referenced above are collectively referred to herein as the "**Royalty**" or "**Royalites**". Each transmission, download or upload of a Ring Tone for which a Royalty is payable shall contain no more than one (1) Composition.

Advance:	Upon the execution hereof, and as a condition precedent to any of the rights granted hereunder, Licensee shall pay Licensor the sum of Redacted as a non-refundable advance on account of all Royalties payable hereunder.

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Most Favored Nations: If at any time during the Term hereof, Licensee pays any royalty and/or other sums, or offers any other financial terms or economic benefits, for the same or equivalent rights as granted herein to any other publisher, administrator 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 Royalty, Fixation Fee or Advance specified above, Licensee shall pay such royalty and offer such other financial terms to Licensor retroactively to the account period during which such higher royalty and other sum(s) are accounted to such other publisher, administrator or owner.

Territory: The United States of America and Canada

Term: Eighteen (18) months from the date hereof ("**Term**").

1. Grant of Rights: Solely with respect to Licensor's fractional ownership interest in the each Composition (as specified on Schedule A hereto), Licensor grants to Licensee the non-exclusive right, privilege and license, during the Term and throughout the Territory to: (a) create monophonic or polyphonic only ring tone sound recordings of the music, but not any lyrics, of the Compositions in MIDI, WAV or similar downloadable and transmittable digital data formats ("**Ring Tones**"); (b) reproduce the Ring Tones onto Licensee's computer server(s) solely for its internal business purposes and for subsequent distribution to consumer end-users; (c) distribute, deliver, preload and transmit, and to permit those certain third parties ("Third Party Retailers") as set forth below to sell, deliver, distribute, preload and transmit the Ring Tones over the Internet (or any successor global computer network) or over a regional wireless transmission network for transfer onto consumers' individual telecommunications devices solely for such consumers' personal use, provided that (i) no rights set forth in any part of this License are sublicensed to such Third Party Retailers and (ii) Licensee shall promptly notify Licensor of any Third Party Retailer not listed below to whom it currently or at any time during the Term provides any services with respect to the Ring Tones.; and (d) publicly perform the Ring Tones solely as contemplated under this license; it is understood and agreed that Licensee is not granted any right to transmit, distribute, or deliver any publicly performance of any Ring Tone as a so-called stream, sample, preview or any other comparable performance of the Ring Tone that does not involve the simultaneous sale of the Ring Tone to end-user (hereinafter referred to as "Samples"). No right is granted to Licensee hereunder to use the music or the lyrics of any Composition in connection with any advertisement, commercial or in any printed form, including but limited to isolating or positioning a Ring Tone in a way that could be construed as advertising or promoting any product or service, including any promotion of Licensee's products or services. Notwithstanding the foregoing, direct links to web sites selling recordings embodying the Compositions or direct links to web pages providing information on the songwriters and performing artists of the Compositions shall not be deemed a prohibited use hereunder. All rights not specifically granted herein are reserved by Licensor.

Third Party Retailers:

Redacted

Redacted

Redacted

2. Licensee Obligations:

(a) Licensee agrees to comply with any and all restrictions communicated to Licensee by Licensor relating to Territory, name and likeness, use restrictions and any other restrictions to which Licensor may be contractually bound.

(b) In the event that Licensor shall request that Licensee cease exploiting any Composition pursuant to the rights granted hereunder prior to the expiration of the Term, Licensee shall do so as soon as practicable after receiving notice of such request.

(c) If so requested by Licensor, Licensee shall make available to Licensor any aggregate, non-identifiable end-user data Licensee collects relating to the consumer end-users who download or otherwise receive the Ring Tones licensed hereunder. Any such data shall be made available to Licensor, on a regular basis during the Term and for sixty (60) days after the Term, in all formats maintained by Licensee.

3. Royalty and Royalty Accountings:

(a) In consideration for the rights granted herein, Licensee shall pay to Licensor the Royalty, Advance and the Fixation Fees as specified herein.

(b) Licensee shall render to Licensor true and detailed accounting statements, in electronic or digital format, of all royalties payable hereunder no less often than forty-five (45) days following the end of each calendar quarter of the Term. The statements shall report all royalty bearing transactions on a Composition-by-Composition basis and country-by-country basis, including but not limited to reporting on each Composition by title, songwriter, the number of transmissions,

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downloads or deliveries of such Composition, and the resultant royalty payable hereunder. Each accounting statement shall be accompanied by payment to Licensor of all royalties due.

(c) All payments to Licensor 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) Licensee shall maintain accurate and complete records and accounting books with regard to the licensing and exploitation of the Compositions, including but not limited to, all information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit such records and books. Licensor may make such an examination for a particular statement only once. Upon no less than thirty (30) days notice, Licensor may conduct such audit only during Licensee's normal business hours, and only at the place where Licensee keeps such records and books to be examined. Any audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in underpayment to Licensor of five (5%) percent or more of the total amount accounted to Licensor during the accounting periods audit, the Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment. Any royalties owed and unpaid to Licensor shall accumulate interest at the composite "prime rate" (as published in the Wall Street Journal) plus two (2%) percent.

4. Termination:

(a) Licensor may terminate this License by giving Licensee notice in any of the following circumstances:

(i) Licensee fails to perform any of its obligations under this License for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensee's receipt of written notice such failure.

(ii) Licensee attempts to assign any of its rights under this License without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or any of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock as of the date of this License, without Licensor's prior written consent.

(b) This License will terminate automatically, without notice, if any of the following occurs:

(i) Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent.

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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 Licensee or its assets.

(c) A termination of the License under this Section 4 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall delete, or cause to be deleted, the Ring Tones from any database or computer server which might be used to transmit, deliver or otherwise distribute the Ring Tones to any consumer end-user, and Licensee shall make no further use whatsoever of the Compositions or the Ring Tones. Licensee shall destroy all existing copies of the Ring Tones and furnish to Licensor an affidavit of destruction within fifteen (15) days after the end of the Term.

5. Notices: All notices under this License will be in writing and will be given by registered or certified mail, return receipt requested, at the respective addresses shown above or such other address as either party shall designate. Notices shall be deemed given when mailed, except that a notice of change of address shall be effective only from the date of its receipt.

6. Warranties, Representations, and Indemnities:

(a) Licensor represents, warrants and agrees as follows (with respect to its respective fractional interests in the Compositions described in Schedule A) that it has the full right, power and authority to enter into this License and to grant to Licensee all the rights hereunder on the terms and conditions set forth herein.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee's principal place of business is located within the United States of America.

(ii) Licensee shall track and maintain records of the countries in which Ring Tones are downloaded, transmitted, delivered or otherwise distributed.

(iii) Licensee shall take all steps, if reasonably and commercially available, to secure and maintain protection of the Compositions, by way of encryption or otherwise, as permitted pursuant to copyright and equivalent or similar laws throughout the Territory.

(iv) Upon written instruction from Licensor, Licensee shall not license or distribute any Ring Tone or Composition to any third party that is engaged in piracy, illegal activities or other unauthorized use of the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

(v) Before any partner, joint-venturee, licensee, sublicensee, or other similarly related party of Licensee's offers, authorizes, or otherwise permits the public performance of Samples of any Ringtone in any

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manner, Licensee shall require and obligate such party to obtain in advance a public performance license from Licensor or the applicable performance rights society (e.g., BMI, ASCAP).

(c) Each party hereunder will hold the other party, its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorney's fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned.

7. Miscellaneous:

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

(b) This License contains the entire understanding of the parties and cannot be changed, amended or terminated except by an instrument signed by an officer of each party. A waiver of any provision of this License will not waive that provision for the future or waive any subsequent breach of it. All remedies, rights, and obligations in this License shall be cumulative and none of them shall be in limitation of any other remedy, right, or obligation of either party.

(c) This License shall only be construed in accordance with the substantive and procedural laws of the State of New York applicable to agreements entered into and wholly to be performed therein. New York Courts shall have exclusive jurisdiction over this License and any controversies arising out of this License shall be brought by the parties to the Supreme Court of the State of New York, County of New York, or to the United States District Court for the Southern District of New York; the parties hereto hereby grant sole and exclusive jurisdiction to such court(s) and to any appellate courts having jurisdiction over appeals from such court(s).

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

(c) This License will not become effective until executed and delivered by Licensor and Licensee.

SONY/ATV MUSIC PUBLISHING, LLC

By: [illegible]

Redacted

Redacted

SCHEDULE A

Redacted

EXHIBIT CO 0571

Document Category

Licenses

Song Code(s):

US Song Code(s)

Song Title(s): N/A

Composer(s): N/A

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

Recording Artist: N/A

Product Title: N/A

Licensee: REDACTED

Product Number: N/A

Description: Blanket Ringtone License Agreement w/ Schedule A

December 8, 2003 Agreement

BLANKET RINGTONE LICENSE AGREEMENT

This Ringtone license Agreement ("Agreement") is made and entered into as of December 8, 2007, by and between SONY/ATV MUSIC PUBLISHING LLC, a Delaware limited liability company, 550 Madison Avenue, New York, NY 10022 (hereinafter "Publisher") and REDACTED (hereinafter, "Company").

*(the "Effective Date")

WHEREAS, Publisher controls the music publishing rights in and to certain Compositions (as defined below); and

WHEREAS, Company desires to obtain and Publisher desires to grant to Company a license to create, Sell (as defined below) and distribute Ringtones (as defined below) to End Users (as defined below), subject to the terms and conditions set forth herein;

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

1. GRANT OF LICENSE

(a) Publisher hereby grants Company and Company Affiliates and Sublicensees a non-exclusive right and license throughout the Territory to do the following with respect to the Compositions: (i) to adapt and record, at Company's sole expense, up to thirty (30) seconds of each Composition and to create one or more Ringtones embodying each such Composition; provided, however, that no such adaptation shall change the basic melody or fundamental character of such Composition; (ii) to copy, reproduce and store Ringtones solely for the purpose of distributing them to End Users as permitted hereunder, and to distribute Ringtones to End Users by means of the Service; (iii) to authorize Sublicensees to copy, reproduce and store Ringtones solely for the purpose of distributing them to End Users as permitted hereunder, and to distribute Ringtones to End Users by means of the Service; (iv) to permit and to authorize Sublicensees to permit End Users to receive via the Service, and store Ringtones and to grant a perpetual end-user license to such End Users to use and exploit such Ringtone in connection with use of their Wireless Device; and (v) to use and to authorize Sublicensees to use the titles and names of writer(s)/composer(s) of those Compositions from which Ringtones have been created, solely as factual identifiers in listing Ringtones available to End Users.

(b) Notwithstanding anything to the contrary set forth herein, it is understood and agreed that no right is granted to Company hereunder to use any Composition in connection with any advertisement, commercial or in any printed form, including but limited to isolating or positioning a Ringtone in a way that could be construed as advertising or promoting any product or service, including any promotion of Company's products or services without Publisher's prior written consent. *not

(c) Notwithstanding anything to the contrary set forth herein, it is understood and agreed that no rights are granted to Company hereunder to do any of the following:

(i) to synchronize the Compositions in timed relation with any still, animated, or moving visual image of any nature

(ii) to display the lyrics or musical notation of any Composition in any manner.

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

2. COMPANY OBLIGATIONS

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

(b) In the event a Sony songwriter or licensor objects to the use of a particular musical composition on the Service, Company agrees to withdraw or remove all Ringtones embodying the musical composition concerned within forty-eight (48) hours after Sony notifies you of such objection. Sony agrees to treat Company and all of its Ringtone licensees in a similar manner with respect to any songwriter or licensor objections referenced in this section.

(c) In the event that Publisher shall request in writing that Company cease exploiting any Composition pursuant to the rights granted hereunder prior to the expiration of the Term, Company shall do so within ten (10) days after receiving notice of such request.

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

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

3. TERM

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

4. ADVANCE

(a) In consideration of the license granted to you herein, you shall pay to Sony, as an advance against (i) the royalties payable to us pursuant to paragraph 5 below, and (ii) the fixation

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fees payable pursuant to paragraph 5 below, only in connection with the Schedule A attached at the time this agreement is executed, and expressly not in connection with any future amendments to Schedule A the non-returnable sum of REDACTED upon your execution of this agreement.

5. **LICENSE FEE**

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

(i) for each Sale of a Ringtone hereunder a license fee equal to the greater of: (A) %) of Company Revenue from such Sale; or (B) REDACTED , provided that with respect to any Ringtone containing any musical composition that is not wholly owned and/or controlled by Publisher in and throughout the Territory, the payment specified in this section 5(a)(i) shall be pro-rated in proportion to Publisher's ownership or administrative share of such musical composition as set forth on Schedule A; and

(ii) for each Composition listed on Schedule A, a non-refundable, non-recoupable fixation and administration fee of REDACTED payable upon the execution hereof and, if applicable, promptly after any amendment to Schedule A hereto.

(iii) Notwithstanding anything to the contrary herein, 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) above; or (ii) the equivalent in U.S. currency (at the then current rate of exchange) of REDACTED

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

6. ROYALTY AND ROYALTY ACCOUNTINGS

(a) Company shall render to Publisher true and detailed accounting statements, in electronic digital format, of all royalties payable hereunder no less often than forty-five (45) days following the end of each calendar quarter of the Term. The statements shall report all royalty bearing transactions on a Composition-by-Composition basis and country-by-country basis, including but not limited to reporting on each Composition by title, songwriter, the number of transmissions, downloads or deliveries of such Composition by Company and/or Sublicensee, and the resultant royalty payable hereunder by Company and/or Sublicensee. Each accounting statement shall be accompanied by payment to Publisher of all royalties due and shall be sent to Todd Ellis, Sony/ATV Music Publishing LLC, 8 Music Square West, Nashville, TN 37203.

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

(c) Company shall maintain accurate and complete records and accounting books with regard to the licensing and exploitation of the Composition, including, without limitation, all information needed to compute and verify the amounts payable to Publisher hereunder. Publisher may audit such books and records. Upon no less than thirty (30) days' notice, Publisher may conduct such audit only during Company's normal business hours, and only at the place where Company keeps such books and records to be examined. Any audit shall be conducted at Publisher's sole expense, except that if any audit reveals an error resulting in underpayment to Publisher of five percent (5%) or more of the total amount accounted to Publisher during the accounting periods audit, Company shall pay to Publisher all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

7. TERMINATION

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

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

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

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

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

(c) Upon the expiration or termination of this Agreement, all rights of Company, Company Affiliates, or Sublicensees in and to the Compositions shall terminate except as otherwise provided herein.

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

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

8. EXPERIMENTAL AGREEMENT

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

9. OWNERSHIP AND ARRANGEMENT OF COPIES

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

(b) Notwithstanding the foregoing, Publisher hereby agrees never to use itself or license the use of the arrangements acquired pursuant to subparagraph 9(a) above to any third party, whether inside or outside the Territory or during or after the Term.

(c) Company shall enable five (5) designated employees of Publisher to freely and without charge or expense receive Ringtones as an End User of the Service to ensure Company's adherence with and to the terms and conditions of this Agreement. Publisher shall provide the name(s) of its designee(s) to Company in writing.

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10. WARRANTIES, REPRESENTATIONS AND INDEMNITIES

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

(b) Company warrants, represents and agrees that (i) Company and each Sublicensee has the right and power to enter into and fully perform this Agreement and Company and each Sublicensee is and shall continuously be a corporation in good standing in the jurisdiction of its incorporation; (ii) Company and each Sublicensee's principal place of business is located within the United States of America; (iii) Company and each Sublicensee shall track and maintain records of the countries in which each Ringtone is downloaded, transmitted, delivered or otherwise distributed; (iv) upon written instruction from Publisher, neither Company nor any Sublicensee shall license or distribute any Ringtone or Composition to any third party that is engaged in piracy, illegal activities or other unauthorized use of the Composition, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor; and (v) Company and each Sublicensee has or will promptly obtain a license to publicly perform the Ringtone throughout the Territory from the applicable public performance licensing society or organization.

(c) (1) Publisher will indemnify and hold harmless Company from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorney's fees and costs) arising out of or incurred as a direct result of any breach by Publisher of any warranty, representation, agreement or undertaking made by Publisher in this Agreement; provided that the claim concerned has been settled or has resulted in a judgment against Company. Company shall provide Publisher with prompt notice of any such claim, and Publisher shall defend against any such claim through legal counsel selected by Publisher with Company's consent, which consent may not be unreasonably withheld. Company may participate in the defense of any such claim through counsel of Company's selection at Company's sole expense.

(2) Company will indemnify and hold harmless Publisher and Publisher's affiliates from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorney's fees and costs) arising out of or incurred as a direct result of any breach by Company of any warranty, representation, agreement or understanding made by Company in this Agreement; provided that the claim concerned has been settled or has resulted in a judgment against Publisher. Publisher shall provide Company with prompt notice of any such claim, and Company shall defend against any such claim through legal counsel selected by Company with Publisher's consent, which consent may not be unreasonably withheld . Publisher may participate in the defense of any such claim through counsel of Publisher's selection at Publisher's sole expense.

11. DEFINITIONS

(a) "Affiliate" means any legal entity that is controlled by, or under control with, a Party. For purposes of this definition "control" means the direct or indirect ownership of fifty percent (50%) or more of the shares or interests which are entitled to vote for the directors of an

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entity or the equivalent, for as long as such entitlement subsists, or which means equivalent power over management of an entity.

(b) "Compositions" means those musical works solely to the extent that they are owned and/or controlled by Publisher in and throughout the Territory which Publisher has approved for use by Company in the creation of Ringtone(s) as set forth on Schedule A, attached to and made a part hereof, as such Schedule A may be amended in writing from time to time as hereinafter provided. All requests by Company to amend Schedule A should be sent in writing to Todd Ellis, Sony/ATV Music Publishing LLC, 8 Music Square West, Nashville, TN 37203, todd_ellis@sonymusic.com.

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

(d) "Company Revenue" means the (a) net monetary revenue received by, or due and owing to, Company, a Company Affiliate or a Company Sublicensee from the Sale of a Ringtone via the Service, calculated by using the Sale price of the Ringtone to an End User, as applicable, and (b) the reasonable value of goods, services or credits received by Company or a Company Affiliate from any source in lieu of cash payments for the exploitation of Ringtones licensed hereunder. "Net monetary revenue" means gross revenue, excluding value added, use, sales or other similar taxes to be collected for payment to the applicable taxing authority(ies), in connection with such Sale. For the avoidance of doubt, it is understood that if Company sublicenses any Ringtone to a Sublicensee, it is the Sale price of the Ringtone to the End User, and not any lesser sublicensing fee paid by the Sublicensee to Company , that shall determine the amount of Company Revenue payable pursuant to subsection 5(a)(i) hereunder.

(e) "Promotion" means a promotional offer, contest, give-away or any other distribution of a Ringtone for no consideration or consideration other than the then-current full retail price.

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

(g) "Sale", "Sell" or "Sold" means any action whereby an End User in the Territory obtains from Company, a Company Affiliate or a Sublicensee a complete or useable copy of a Ringtone that is capable of being written or otherwise stored in the memory of a Wireless Device. For the avoidance of doubt, a Sale shall include any action described in the preceding sentence which occurs during a Promotion.

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

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End Users (i.e., they shall not be embedded into Wireless Devices prior to the purchase of such Wireless Devices by End Users).

(i) "Sublicensee(s)" shall mean those entities approved by Sony as set forth on Schedule B attached hereto. Additional Sublicensees may be added to Schedule B, subject to Sony's prior written approval. If no Schedule B is attached hereto, Company shall be deemed to have no Sublicensees and Company shall have no right to grant any rights hereunder to any other person or party.

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

(k) "Territory" means the United States of America, Canada, Columbia, Peru, Argentina, Chile, Ecuador, Guatemala, Nicaragua, Panama, Uruguay, Venezuela, Mexico, Brazil.

(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.

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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 DAMAGES OR PUNITIVE DAMAGES, OR FOR INTERRUPTED COMMUNICATIONS, LOST DATA, LOST PROFITS, LOST REVENUE OR LOST OPPORTUNITIES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF THAT PARTY HAS BEEN ADVISED OF (OR KNOWS OR SHOULD KNOW OF) THE POSSIBILITY OF SUCH DAMAGES.

16. MISCELLANEOUS

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

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

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

(d) This agreement has been entered into in the State of New York, and the validity, interpretation and legal effect of this agreement shall be governed by the laws of the State of New York applicable to contracts entered into and performed entirely within the State of New York. The New York courts (state and federal), only, will have jurisdiction of any controversies

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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.

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

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

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

SONY/ATV MUSIC PUBLISHING LLC

By: _____

Name: _____

Title: Director, Business Affairs

Date: 5/20/04

REDACTED

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EXHIBIT CO 0572

Document Category

Licenses

Song Code(s):

US Song Code(s)

Song Title(s): N/A

Composer(s): N/A

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

Recording Artist: N/A

Product Title: N/A

Licensee: REDACTED

Product Number: N/A

Description: Blanket Ringtone License Agreement w/ Schedule A

December 4, 2003 Agreement

BLANKET RINGTONE LICENSE AGREEMENT

This Ringtone license Agreement ("Agreement") is made and entered into as of December 4, 2003 *(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") and REDACTED (hereinafter, "Company").

WHEREAS, Publisher controls the music publishing rights in and to certain Compositions (as defined below); and

WHEREAS, Company desires to obtain and Publisher desires to grant to Company a license to create, Sell (as defined below) and distribute Ringtones (as defined below) to End Users (as defined below), subject to the terms and conditions set forth herein;

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

1. GRANT OF LICENSE

(a) Publisher hereby grants Company and Sublicensees a non-exclusive right and license throughout the Territory to do the following with respect to the Compositions: (i) to adapt and record, at Company's sole expense, up to thirty (30) seconds of each Composition and to create one or more Ringtones embodying each such Composition; provided, however, that no such adaptation shall change the basic melody or fundamental character of such Composition; (ii) to copy, reproduce and store Ringtones solely for the purpose of distributing them to End Users as permitted hereunder, and to distribute Ringtones to End Users by means of the Service; (iii) to authorize Sublicensees to copy, reproduce and store Ringtones solely for the purpose of distributing them to End Users as permitted hereunder, and to distribute Ringtones to End Users by means of the Service; (iv) to permit and to authorize Sublicensees to permit End Users to receive via the Service, and store Ringtones and to grant a perpetual end-user license to such End Users to use and exploit such Ringtone in connection with use of their Wireless Device; and (v) to use and to authorize Sublicensees to use the titles and names of writer(s)/composer(s) of those Compositions from which Ringtones have been created, solely as factual identifiers in listing Ringtones available to End Users.

(b) Notwithstanding anything to the contrary set forth herein, it is understood and agreed that no right is granted to Company hereunder to use any Composition in connection with any advertisement, commercial or in any printed form, including but *not limited to isolating or positioning a Ringtone in a way that could be construed as advertising or promoting any product or service, including any promotion of Company's products or services without Publisher's prior written consent.

(c) Notwithstanding anything to the contrary set forth herein, it is understood and agreed that no rights are granted to Company hereunder to do any of the following:

(i) to synchronize the Compositions in timed relation with any still, animated, or moving visual image of any nature.

(ii) to display the lyrics or musical notation of any Composition in any manner.

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

2. COMPANY OBLIGATIONS

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

(b) In the event a Sony songwriter or licensor objects to the use of a particular musical composition on the Service, Company agrees to withdraw or remove all Ringtones embodying the musical composition concerned within forty-eight (48) hours after Sony notifies you of such objection.

(c) In the event that Publisher shall request in writing that Company cease exploiting any Composition pursuant to the rights granted hereunder prior to the expiration of the Term, Company shall do so within ten (10) days after receiving notice of such request.

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

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

3. TERM

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

4. ADVANCE

(a) In consideration of the license granted to you herein, you shall pay to Sony, as an advance against the royalties payable to us pursuant to paragraph 5 below, the non-returnable sum of REDACTED upon your execution of this agreement.

5. LICENSE FEE

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

(i) for each Sale of a Ringtone hereunder a license fee equal to the greater of: (A) REDACTED of Company Revenue from such Sale; or (B) REDACTED, provided that with respect to any Ringtone containing any musical composition that is not wholly owned and/or controlled by Publisher in and throughout the Territory, the payment specified in this section 5(a)(i) shall be pro-rated in proportion to Publisher's ownership or administrative share of such musical composition as set forth on Schedule A; and

(ii) for each Composition listed on Schedule A, a non-refundable, non-recoupable fixation and administration fee of REDACTED payable upon the execution hereof and, if applicable, promptly after any amendment to Schedule A hereto.

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

6. ROYALTY AND ROYALTY ACCOUNTINGS

(a) Company shall render to Publisher true and detailed accounting statements, in electronic digital format, of all royalties payable hereunder no less often than forty-five (45) days following the end of each calendar quarter of the Term. The statements shall report all royalty bearing transactions on a Composition-by-Composition basis and country-by-country basis, including but not limited to reporting on each Composition by title, songwriter, the number of transmissions, downloads or deliveries of such Composition by Company and/or Sublicensee, and the resultant royalty payable hereunder by Company and/or Sublicensee. Each accounting statement shall be accompanied by payment to Publisher of all royalties due and shall be sent to Todd Ellis, Sony/ATV Music Publishing LLC, 8 Music Square West, Nashville, TN 37203 .

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

(c) Company shall maintain accurate and complete records and accounting books with regard to the licensing and exploitation of the Composition, including, without limitation, all information needed to compute and verify the amounts payable to Publisher hereunder. Publisher

may audit such books and records. Upon no less than thirty (30) days' notice, Publisher may conduct such audit only during Company's normal business hours, and only at the place where Company keeps such books and records to be examined. Any audit shall be conducted at Publisher's sole expense, except that if any audit reveals an error resulting in underpayment to Publisher of five percent (5%) or more of the total amount accounted to Publisher during the accounting periods audit, Company shall pay to Publisher all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

7. TERMINATION

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

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

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

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

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

(c) Upon the expiration or termination of this Agreement, all rights of Company, or Sublicensees in and to the Compositions shall terminate except as otherwise provided herein.

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

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

8. EXPERIMENTAL AGREEMENT

This Agreement is being entered into on an experimental and non-prejudicial basis, shall apply for the Term hereof only, and shall not be binding upon or prejudicial to any position taken

by Publisher or Company for any period subsequent to the Term of this Agreement, including but not limited to the negotiation of the renewal or extension of this Agreement.

9. OWNERSHIP AND ARRANGEMENT OF COPIES

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

(b) Notwithstanding the foregoing, Publisher hereby agrees never to use itself or license the use of the arrangements acquired pursuant to subparagraph 9(a) above to any third party, whether inside or outside the Territory or during or after the Term.

(c) Company shall enable five (5) designated employees of Publisher to freely and without charge or expense receive Ringtones as an End User of the Service to ensure Company's adherence with and to the terms and conditions of this Agreement. Publisher shall provide the name(s) of its designee(s) to Company in writing.

10. WARRANTIES, REPRESENTATIONS AND INDEMNITIES

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

(b) Company warrants, represents and agrees that (i) Company and each Sublicensee has the right and power to enter into and fully perform this Agreement and Company and each Sublicensee is and shall continuously be a corporation in good standing in the jurisdiction of its incorporation; (ii) Company and each Sublicensee's principal place of business is located within the United States of America; (iii) Company and each Sublicensee shall track and maintain records of the countries in which each Ringtone is downloaded, transmitted, delivered or otherwise distributed; (iv) upon written instruction from Publisher, neither Company nor any Sublicensee shall license or distribute any Ringtone or Composition to any third party that is engaged in piracy, illegal activities or other unauthorized use of the Composition, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor; and (v) Company and each Sublicensee has or will promptly obtain a license to publicly perform the Ringtone throughout the Territory from the applicable public performance licensing society or organization.

(c) (1) Publisher will indemnify and hold harmless Company from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorney's fees and costs) arising out of or incurred as a direct result of any breach by Publisher of any warranty, representation, agreement or undertaking made by Publisher in this Agreement; provided that the claim concerned has been settled or has resulted in a judgment against Company. Company shall provide Publisher with prompt notice of any such claim, and Publisher shall defend against any such claim through legal counsel selected by Publisher with Company's consent, which consent may not be unreasonably withheld. Company may participate in the defense of any such claim through counsel of Company's selection at Company's sole expense.

(2) Company will indemnify and hold harmless Publisher and Publisher's affiliates from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorney's fees and costs) arising out of or incurred as a direct result of any breach by Company of any warranty, representation, agreement or understanding made by Company in this Agreement; provided that the claim concerned has been settled or has resulted in a judgment against Publisher. Publisher shall provide Company with prompt notice of any such claim, and Company shall defend against any such claim through legal counsel selected by Company with Publisher's consent, which consent may not be unreasonably withheld . Publisher may participate in the defense of any such claim through counsel of Publisher's selection at Publisher's sole expense.

11. DEFINITIONS

(a) "Omitted without Implication"

(b) "Compositions" means those musical works solely to the extent that they are owned and/or controlled by Publisher in and throughout the Territory which Publisher has approved for use by Company in the creation of Ringtone(s) as set forth on Schedule A, attached to and made a part hereof, as such Schedule A may be amended in writing from time to time as hereinafter provided. All requests by Company to amend Schedule A should be sent in writing to Todd Ellis, Sony/ATV Music Publishing LLC, 8 Music Square West, Nashville, TN 37203, todd_ellis@sonymusic.com.

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

(d) "Company Revenue" means the (a) gross monetary revenue received by, or due and owing to, Company, or a Company Sublicensee from the Sale of a Ringtone via the Service, calculated by using the Sale price of the Ringtone to an End User (inclusive of any sales, value added or other taxes), as applicable, 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. For the avoidance of doubt, it is understood that if Company sublicenses any Ringtone to a Sublicensee, it is the Sale price of the Ringtone to the End User, and not any lesser sublicensing fee paid by the Sublicensee to Company , that shall determine the amount of Company Revenue payable pursuant to subsection 5(a)(i) hereunder.

(e) "Promotion" means a promotional offer, contest, give-away or any other distribution of a Ringtone for no consideration or consideration other than the then-current full retail price.

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

(g) "Sale", "Sell" or "Sold" means any action whereby an End User in the Territory obtains from Company or a Sublicensee a complete or useable copy of a Ringtone that is capable of being written or otherwise stored in the memory of a Wireless Device. For the avoidance of doubt, a Sale shall include any action described in the preceding sentence which occurs during a Promotion.

(h) "Service" means the provision of a Ringtone via a range of service channels, including, but not limited to, the Internet, cable, satellite, web, wireless application protocol (a/k/a WAP), wireless local area network (a/k/a WLAN), Bluetooth technology (infrared or other similar radio wave technology), wired connection from a local computer, short or smart messaging service (a/k/a SMS), subsequent corresponding technologies or any other form of distribution or transmission of Ringtones. For the avoidance of doubt, Ringtones shall not be installed on or delivered to Wireless Devices prior to the purchase of such Wireless Devices by End Users (i.e., they shall not be embedded into Wireless Devices prior to the purchase of such Wireless Devices by End Users).

(i) "Sublicensee(s)" shall mean those entities approved by Sony as set forth on Schedule B attached hereto. Additional Sublicensees may be added to Schedule B, subject to Sony's prior written approval. If no Schedule B is attached hereto, Company shall be deemed to have no Sublicensees and Company shall have no right to grant any rights hereunder to any other person or party.

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

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

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

12. ASSIGNMENT

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

13. FORCE MAJEURE

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

14. NOTICES

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

TO COMPANY: The address shown above.

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

and

Sony Music Entertainment Inc.
Law Department
550 Madison Avenue
New York, New York 10022-3211
Attention: Senior Vice President and General Counsel

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

15. LIMITATION OF LIABILITY

EXCEPT FOR CLAIMS UNDER ARTICLE 10 ABOVE, NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL ,CONSEQUENTIAL DAMAGES OR PUNITIVE DAMAGES, OR FOR INTERRUPTED COMMUNICATIONS, LOST DATA, LOST PROFITS, LOST REVENUE OR LOST OPPORTUNITIES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF THAT PARTY HAS BEEN ADVISED OF (OR KNOWS OR SHOULD KNOW OF) THE POSSIBILITY OF SUCH DAMAGES.

16. MISCELLANEOUS

(a) This agreement contains the entire understanding of the parties relating to its subject matter. No change of this agreement will be binding upon either party unless it is made

by an instrument signed by Company and by an officer of Publisher. A waiver by either party of any provision of this agreement in any instance shall not be deemed to waive it for the future. All remedies, rights, undertakings, obligations and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy right, undertaking, obligation or agreement of either party.

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

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

(d) This agreement has been entered into in the State of New York, and the validity, interpretation and legal effect of this agreement shall be governed by the laws of the State of New York applicable to contracts entered into and performed entirely within the State of New York. The New York courts (state and federal), only, will have jurisdiction of any controversies regarding this agreement; any action or other proceeding which involves such a controversy will be brought in those courts, in New York County, and not elsewhere.

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(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 Kant

Title: Director, Bus. Affairs

Date: 5/20/04

REDACTED

EXHIBIT CO 0573

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 19, 2003 Agreement

BLANKET RINGTONE LICENSE AGREEMENT

This ringtone license agreement (the "Agreement") is made and entered into as of September 19, 2003 (the "Effective Date"), by and between SONY/ATV MUSIC PUBLISHING LLC, a Delaware limited liability company, 550 Madison Avenue, New York, NY 10022 (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 Todd Ellis, Licensing Manager, Sony/ATV Music Publishing 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 eighteen (18) 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) 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 equivalent in U.S. currency (at the then current rate of exchange) of 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 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 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.

(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; 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 6 herein.

(j) "Territory" means United States of America and 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 MUSIC PUBLISHING LLC

By: _____

Name: James Kant

Title: Dir., B.A.

Date: 6/10/04

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EXHIBIT CO 0574

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 11, 2003 Agreement

Ring Tone License Agreement ("License")

License Date:	September 11, 2003
Licensor:	Sony/ATV Music Publishing LLC ("**Licensor**") 8 Music Square West Nashville, TN 37203 Attn: Todd Ellis
Licensee:	Redacted
Compositions:	All musical compositions listed on Schedule A (attached hereto and incorporated by reference) ("**Compositions**"). Licensor acknowledges that Licensee may intend to use additional compositions from time to time as Ring Tones (as defined below), and that Licensee will supply Licensor from time to time with a list of proposed musical compositions to be added to Schedule A, subject to Licensor's approval.
Length:	No use of any Composition as permitted hereunder shall exceed thirty (00:30) seconds.
Reproduction Royalty:	The greater of the following: a) Redacted per completed transmission, download or other delivery of a Ring Tone to a consumer end-user or upload or other reproduction of a Ring Tone by Licensee (or by any sublicensee, if applicable) onto the servers (or other computer databases) from which Ring Tones will be made available or delivered to consumer end-users, or b) Redacted of all Revenue ("**Reproduction Royalty**"). As used herein, "**Revenue**" shall mean all cash sums earned and received, and/or due and owing to, Licensee from all forms of exploitation of the Compositions authorized, permitted or sublicensed by Licensee including but not limited to 1) any and all advertising revenue earned by Licensee from any web site or web page controlled by Licensee and upon which the Ring Tones are featured and 2) the reasonable value of goods, services or credits received by Licensee from any source in lieu of cash payments for the exploitation of Ring Tones licensed hereunder. With respect to Compositions that are not entirely owned or controlled by Licensor, the Reproduction Royalty shall be pro-rated.
Most Favored Nations:	If at any time during the Term hereof, Licensee pays any royalty, advance, and/or other sums, or offers any other financial terms or economic benefits, for the same or equivalent rights as granted herein to any other publisher, administrator or owner of musical compositions, or to any agent of the same (including any music industry rights society),

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that is greater or more beneficial than the Royalty specified above, Licensee shall pay such royalty and offer such other financial terms to Licensor retroactively to the account period during which such higher royalty and other sum(s) are accounted to such other publisher, administrator or owner.

Territory: The United States of America ("**Territory**")

Term: One (1) year from the date hereof ("**Term**").

1. Grant of Rights: Solely with respect to Licensor's fractional ownership interest in each Composition (as specified on Schedule A hereto), Licensor grants to Licensee the non-exclusive right, privilege and license, during the Term and throughout the Territory, (a) to create monophonic or polyphonic only ring tone sound recordings of the music, but not any lyrics, of the Compositions in MIDI, WAV or similar downloadable and transmittable digital data formats ("**Ring Tones**"), (b) to reproduce the Ring Tones onto Licensee's computer server(s) solely for its internal business purposes and for subsequent distribution to consumer end-users, (c) to distribute, deliver and transmit, and to permit the approved sublicensee(s) listed below to deliver, distribute and transmit, the Ring Tones over the Internet (or any successor global computer network) or over a regional wireless transmission network for transfer onto consumers' individual, post-purchase telecommunications devices solely for such consumers' personal use. No right is granted to Licensee hereunder to use the music or the lyrics of any Composition in connection with any advertisement, commercial or in any printed form, including but limited to isolating or positioning a Ring Tone in a way that could be construed as advertising or promoting any product or service, including any promotion of Licensee's products or services. Notwithstanding the foregoing, direct links to web sites selling recordings embodying the Compositions or direct links to web pages providing information on the songwriters and performing artists of the Compositions shall not be deemed a prohibited use hereunder. All rights not specifically granted herein are reserved by Licensor.

Approved sublicensee(s): (See Exhibit A)

2. Licensee Obligations:

(a) Licensee agrees to comply with any and all restrictions communicated to Licensee by Licensor relating to Territory, name and likeness, use restrictions and any other restrictions to which Licensor may be contractually bound.

(b) In the event that Licensor shall request that Licensee cease exploiting any Composition pursuant to the rights granted hereunder prior to the expiration of the Term, Licensee shall do so as soon as practicable after receiving notice of such request.

(c) If so requested by Licensor, Licensee shall make available to Licensor any aggregate, non-identifiable end-user data Licensee collects relating to the consumer end-users who download or otherwise receive the Ring Tones licensed hereunder. Any such data shall be made available to Licensor, on a regular basis

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during the Term and for sixty (60) days after the Term, in all formats maintained by Licensee.

(d) Licensee shall be responsible for obtaining all rights necessary to publicly perform the Ring Tones as well as all cost associated therewith.

3. Royalty and Royalty Accountings:

(a) In consideration for the rights granted herein, Licensee shall pay to Licensor the Royalty as specified herein.

(b) Licensee shall render to Licensor true and detailed accounting statements, in electronic or digital format, of all royalties payable hereunder no less often than forty-five (45) days following the end of each calendar quarter of the Term. The statements shall report all royalty bearing transactions on a Composition-by-Composition basis and country-by-country basis, including but not limited to reporting on each Composition by title, songwriter, the number of transmissions, downloads or deliveries of such Composition, and the resultant royalty payable hereunder. Each accounting statement shall be accompanied by payment to Licensor of all royalties due.

(c) All payments to Licensor 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) Licensee shall maintain accurate and complete records and accounting books with regard to the licensing and exploitation of the Compositions, including but not limited to, all information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit such records and books. Licensor may make such an examination for a particular statement only once. Upon no less than thirty (30) days notice, Licensor may conduct such audit only during Licensee's normal business hours, and only at the place where Licensee keeps such records and books to be examined. Any audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in underpayment to Licensor of five (5%) percent or more of the total amount accounted to Licensor during the accounting periods audit, the Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment. Any royalties owed and unpaid to Licensor shall accumulate interest at the composite "prime rate" (as published in the Wall Street Journal) plus two (2%) percent.

4. Termination:

(a) Licensor may terminate this License by giving Licensee notice in any of the following circumstances:

(i) Licensee fails to perform any of its obligations under this License for any reason (including impossibility of performance) and such failure has not

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been remedied to Licensor's satisfaction within thirty (30) days after Licensee's receipt of written notice such failure.

(ii) Licensee attempts to assign any of its rights under this License without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or any of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock as of the date of this License, without Licensor's prior written consent.

(b) This License will terminate automatically, without notice, if any of the following occurs:

(i) Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent.

(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 Licensee or its assets.

(c) A termination of the License under this Section 4 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall delete, or cause to be deleted, the Ring Tones from any database or computer server which might be used to transmit, deliver or otherwise distribute the Ring Tones to any consumer end-user, and Licensee shall make no further use whatsoever of the Compositions or the Ring Tones. Licensee shall destroy all existing copies of the Ring Tones and furnish to Licensor an affidavit of destruction within fifteen (15) days after the end of the Term.

5. Notices: All notices under this License will be in writing and will be given by registered or certified mail, return receipt requested, at the respective addresses shown above or such other address as either party shall designate. Notices shall be deemed given when mailed except that a notice of change of address shall be effective only from the date of its receipt.

6. Warranties, Representations, and Indemnities:

(a) Licensor represents, warrants and agrees as follows (with respect to its respective fractional interests in the Compositions described in Schedule A) that it has the full right, power and authority to enter into this License and to grant to Licensee all the rights hereunder on the terms and conditions set forth herein.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee's principal place of business is located within the United States of America.

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(ii) Licensee shall track and maintain records of the countries in which Ring Tones are downloaded, transmitted, delivered or otherwise distributed.

(iii) Licensee shall take all steps, if reasonably and commercially available, to secure and maintain protection of the Compositions, by way of encryption or otherwise, as permitted pursuant to copyright and equivalent or similar laws throughout the Territory.

(iv) Upon written instruction from Licensor, Licensee shall not license or distribute any Ring Tone or Composition to any third party that is engaged in piracy, illegal activities or other unauthorized use of the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

(c) Each party hereunder will hold the other party, its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorney's fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned.

7. Miscellaneous:

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

(b) This License contains the entire understanding of the parties and cannot be changed, amended or terminated except by an instrument signed by an officer of each party. A waiver of any provision of this License will not waive that provision for the future or waive any subsequent breach of it. All remedies, rights, and obligations in this License shall be cumulative and none of them shall be in limitation of any other remedy, right, or obligation of either party.

(c) This License shall only be construed in accordance with the substantive and procedural laws of the State of New York applicable to agreements entered into and wholly to be performed therein. New York Courts shall have exclusive jurisdiction over this License and any controversies arising out of this License shall be brought by the parties to the Supreme Court of the State of New York, County of New York, or to the United States District Court for the Southern District of New York; the parties hereto hereby grant sole and exclusive jurisdiction to such court(s) and to any appellate courts having jurisdiction over appeals from such court(s).

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

(e) This License will not become effective until executed and delivered by Licensor and Licensee.

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SONY/ATV MUSIC PUBLISHING, LLC

By: _____

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Exhibit A
Approved Sub-licensees

Redacted

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EXHIBIT CO 0575

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, 2003 Agreement

Ring Tone License Agreement ("License")

License Date: August 1, 2003

Licensor: Sony/ATV Music Publishing LLC ("**Licensor**")
8 Music Square West
Nashville, TN 37203
Attn: Michael Riggs

Licensee: Redacted

Compositions: All musical compositions listed on Schedule A and Schedule B (attached hereto and incorporated by reference) ("**Compositions**"). Licensor acknowledges that Licensee may intend to use additional compositions from time to time as ring tones, and that Licensee will supply Licensor from time to time with a list of proposed musical compositions to be added to Schedule A and Schedule B, subject to Licensor's approval.

Length: No use of any Composition as permitted hereunder shall exceed thirty (00:30) seconds.

Reproduction Royalty: The greater of the following: a) a mechanical rate of Redacted per completed transmission, download or other delivery of a Ring Tone (as defined below) to a consumer end-user, or b) Redacted As used herein, "**Revenue**" shall mean all cash sums earned and received, and/or due and owing to, Licensee from all forms of exploitation of the Compositions authorized, permitted or sublicensed by Licensee including but not limited to 1) any and all advertising revenue earned by Licensee from any web site or web page controlled by Licensee and upon which the Ring Tones are featured and 2) the reasonable value of goods, services or credits received by Licensee from any source in lieu of cash payments for the exploitation of Ring Tones licensed hereunder.

For Ring Tones synchronized as described in 1(e) herein, the Royalty shall be the greater of Redacted of revenue, pro-rated according to licensor's ownership share, or Redacted per download of a Synchronized Ring Tone and subject to the fixation fee below.

With respect to any co-published Compositions, the Reproduction Royalty specified above in subsection a) shall be pro-rated.

Fixation Fee: Redacted per Composition listed on Schedule A or Schedule B payable upon the execution hereof ("**Fixation Fee**"); for those compositions subsequently added to Schedule A or Schedule B, payment of the Fixation Fee shall be due within ten (10) days after

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Licensor approves the modification of Schedule A or Schedule B. For purposes of clarification, the fixation fee will only be paid once per composition, regardless of whether it is used for a ring tone (Schedule A) or a synchronized ring tone (Schedule B).

Most Favored Nations: If at any time during the Term hereof, Licensee pays any royalty and/or other sums, or offers any other financial terms or economic benefits, for the same or equivalent rights as granted herein to any other publisher, administrator 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 Royalty and Fixation Fee specified above, Licensee shall pay such royalty and offer such other financial terms to Licensor retroactively to the account period during which such higher royalty and other sum(s) are accounted to such other publisher, administrator or owner.

Territory: The United States of America, its territories and possessions, and Canada

Term: One (1) year from the date hereof ("**Term**").

1. Grant of Rights: Solely with respect to Licensor's fractional ownership interest in the each Composition (as specified on Schedule A hereto), Licensor grants to Licensee the non-exclusive right, privilege and license, during the Term and throughout the Territory, (a) to create polyphonic ring tone sound recordings of the music, but not any lyrics, of the Compositions in MIDI, WAV or similar downloadable and transmittable digital data formats ("**Ring Tones**"), (b) to reproduce the Ring Tones onto Licensee's computer server(s) solely for its internal business purposes and for subsequent distribution to consumer end-users, (c) to distribute, deliver and transmit, and to permit the approved sublicensee(s) listed below to deliver, distribute and transmit, the Ring Tones over the Internet (or any successor global computer network) or over a regional wireless transmission network for transfer onto consumers' individual telecommunications devices solely for such consumers' personal use; (d) to promote and advertise Licensee's ring tone service using segments of the Ring Tones not to exceed thirty (30) seconds; and (e) to synchronize the Ring Tone(s) with text, images and other features supported by mobile handsets as set forth on Schedule B (no synchronization rights are granted, except as set forth on Schedule B), and to transform the synchronized Ring Tone into mobile multimedia file formats ("the synchronized Ring Tone(s)"). No right is granted to Licensee hereunder to use the music or the lyrics of any Composition in connection with any advertisement, commercial or in any printed form, including but limited to isolating or positioning a Ring Tone in a way that could be construed as advertising or promoting any product or service, including any promotion of Licensee's products or services. Notwithstanding the foregoing, direct links to web sites selling recordings embodying the Compositions or direct links to web pages providing information on the songwriters and performing artists of the Compositions shall not be deemed a prohibited use hereunder. All rights not specifically granted herein are reserved by Licensor.

Approved sublicensee(s):

Redacted

Redacted

2. Licensee Obligations:

(a) Licensee agrees to comply with any and all restrictions communicated to Licensee by Licensor relating to Territory, name and likeness, use restrictions and any other restrictions to which Licensor may be contractually bound.

(b) In the event that Licensor shall request that Licensee cease exploiting any Composition pursuant to the rights granted hereunder prior to the expiration of the Term, Licensee shall do so as soon as practicable after receiving notice of such request.

(c) If so requested by Licensor, Licensee shall make available to Licensor any aggregate, non-identifiable end-user data Licensee collects relating to the consumer end-users who download or otherwise receive the Ring Tones licensed hereunder. Any such data shall be made available to Licensor, on a regular basis during the Term and for sixty (60) days after the Term, in all formats maintained by Licensee.

(d) Licensee shall be responsible for obtaining all rights necessary to publicly perform the Ring Tones as well as all cost associated therewith.

3. Royalty and Royalty Accountings:

(a) In consideration for the rights granted herein, Licensee shall pay to Licensor the Royalty and the Fixation Fees as specified herein.

(b) Licensee shall render to Licensor true and detailed accounting statements, in electronic or digital format, of all royalties payable hereunder no less often than forty-five (45) days following the end of each calendar quarter of the Term. The statements shall report all royalty bearing transactions on a Composition-by-Composition basis and country-by-country basis, including but not limited to reporting on each Composition by title, songwriter, the number of transmissions, downloads or deliveries of such Composition, and the resultant royalty payable hereunder. Each accounting statement shall be accompanied by payment to Licensor of all royalties due.

(c) All payments to Licensor 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) Licensee shall maintain accurate and complete records and accounting books with regard to the licensing and exploitation of the Compositions, including but not limited to, all information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit such records and books. Licensor

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may make such an examination for a particular statement only once. Upon no less than thirty (30) days notice, Licensor may conduct such audit only during Licensee's normal business hours, and only at the place where Licensee keeps such records and books to be examined. Any audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in underpayment to Licensor of five (5%) percent or more of the total amount accounted to Licensor during the accounting periods audit, the Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment. Any royalties owed and unpaid to Licensor shall accumulate interest at the composite "prime rate" (as published in the Wall Street Journal) plus two (2%) percent.

4. Termination:

(a) Licensor may terminate this License by giving Licensee notice in any of the following circumstances:

(i) Licensee fails to perform any of its obligations under this License for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensee's receipt of written notice such failure.

(ii) Licensee attempts to assign any of its rights under this License without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or any of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock as of the date of this License, without Licensor's prior written consent.

(b) This License will terminate automatically, without notice, if any of the following occurs:

(i) Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent.

(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 Licensee or its assets.

(c) A termination of the License under this Section 4 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall delete, or cause to be deleted, the Ring Tones from any database or computer server which might be used to transmit, deliver or otherwise distribute the Ring Tones to any consumer end-user, and Licensee shall make no further use whatsoever of the Compositions or the Ring Tones. Licensee will promptly following the end of the Term furnish Licensor with an affidavit sworn by a corporate officer attesting to the fact that the Recordings

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have been deleted from the database of customer retrieval and that Licensee will make no further use of them without the express written consent of Licensor.

5. Notices: All notices under this License will be in writing and will be given by registered or certified mail, return receipt requested, at the respective addresses shown above or such other address as either party shall designate. Notices shall be deemed given when mailed, except that a notice of change of address shall be effective only from the date of its receipt.

6. Warranties, Representations, and Indemnities:

(a) Licensor represents, warrants and agrees as follows (with respect to its respective fractional interests in the Compositions described in Schedule A and Schedule B) that it has the full right, power and authority to enter into this License and to grant to Licensee all the rights hereunder on the terms and conditions set forth herein.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee's principal place of business is located within the United States of America.

(ii) Licensee shall track and maintain records of the countries in which Ring Tones are downloaded, transmitted, delivered or otherwise distributed.

(iii) Licensee shall take all steps, if reasonably and commercially available, to secure and maintain protection of the Compositions, by way of encryption or otherwise, as permitted pursuant to copyright and equivalent or similar laws throughout the Territory.

(iv) Upon written instruction from Licensor, Licensee shall not license or distribute any Ring Tone or Composition to any third party that is engaged in piracy, illegal activities or other unauthorized use of the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

(c) Each party hereunder will hold the other party, its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorney's fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned.

7. Miscellaneous:

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

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(b) This License contains the entire understanding of the parties and cannot be changed, amended or terminated except by an instrument signed by an officer of each party. A waiver of any provision of this License will not waive that provision for the future or waive any subsequent breach of it. All remedies, rights, and obligations in this License shall be cumulative and none of them shall be in limitation of any other remedy, right, or obligation of either party.

(c) This License shall only be construed in accordance with the substantive and procedural laws of the State of New York applicable to agreements entered into and wholly to be performed therein. New York Courts shall have exclusive jurisdiction over this License and any controversies arising out of this License shall be brought by the parties to the Supreme Court of the State of New York, County of New York, or to the United States District Court for the Southern District of New York; the parties hereto hereby grant sole and exclusive jurisdiction to such court(s) and to any appellate courts having jurisdiction over appeals from such court(s).

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

(e) This License will not become effective until executed and delivered by Licensor and Licensee.

SONY/ATV MUSIC PUBLISHING, LLC

By:

Redacted

Redacted

SCHEDULE A

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Schedule B
Compositions & Images for Synchronization

A. List of Compositions

Title	Writer(s)	Percentage Controlled

B. Images to be synchronized with Compositions

Image:	Synchronized with the Composition entitled

Redacted

EXHIBIT CO 0576

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 16, 2003 Agreement w/ Sony Discos

EXECUTED ORIGINAL

Ring Tone License Agreement ("License")

License Date:	June 16, 2003
Licensor:	Sony/ATV Discos Music Publishing LLC Sony/ATV Latin Music Publishing, LLC ("Licensor") 605 Lincoln Road, Suite 303 Miami Beach, FL 33139 Attn: Maria Lozano
Licensee:	Redacted
Compositions:	All musical compositions listed on Schedule A (attached hereto and incorporated by reference) ("Compositions") Licensor acknowledges that Licensee may intend to use additional compositions from time to time as Ring Tones (as defined below), and that Licensee will supply Licensor from time to time with a list of proposed musical compositions to be added to Schedule A, subject to Licensor's approval.
Length:	No use of any Composition as permitted hereunder shall exceed forty-five (00:45) seconds.
Reproduction Royalty:	The greater of the following: a) Redacted per completed transmission, download or other delivery of a Ring Tone to a consumer end-user or upload or other reproduction of a Ring Tone by Licensee (or by any sublicensee, if applicable) onto the servers (or other computer databases) from which Ring Tones will be made available or delivered to consumer end-users], or b) Redacted of all Revenue ("Reproduction Royalty"). As used herein, "Revenue" shall mean all cash sums earned and received by, and/or due and owing to, Licensee from all forms of exploitation of the Compositions authorized, permitted or sublicensed by Licensee including but not limited to 1) any and all advertising revenue earned by Licensee from any web site or web page controlled by Licensee and upon which the Ring Tones are featured and 2) the reasonable value of goods, services or credits received by Licensee from any source in lieu of cash payments for the exploitation of Ring Tones licensed hereunder. With respect to any Compositions that are not entirely owned or controlled by Licensor, the Reproduction Royalty shall be pro-rated. The Reproduction Royalty referenced above is collectively referred to herein as the "Royalty" or "Royalites". Each transmission, download or upload of a Ring Tone for which a Royalty is payable shall contain no more than one (1) Composition.

Fixation Fee:	Redacted per Composition listed on Schedule A payable upon the execution hereof ("**Fixation Fee**"); for those compositions subsequently added to Schedule A, payment of the Fixation Fee shall be due within ten (10) days after Licensor approves the modification of Schedule A.
Advance:	Upon the execution hereof, and as a condition precedent to any of the rights granted hereunder, Licensee shall pay Licensor the sum of Redacted as a non-refundable advance on account of all Royalties payable hereunder ("**Advance**"). Notwithstanding the foregoing, if Licensee desires to upload a number of Compositions which in the aggregate total a combined Licensor ownership interest greater than the equivalent of 100% interest of forty (40) Compositions, such additional uploads shall be subject to an additional advance payment to be negotiated in good faith between the parties.
Most Favored Nations:	If at any time during the Term hereof, Licensee pays any royalty and/or other sums (excluding advances), or offers any other financial terms or economic benefits (excluding advances), for the same or equivalent rights as granted herein to any other publisher, administrator 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 Royalty or Fixation Fee specified above, Licensee shall pay such royalty and offer such other financial terms to Licensor retroactively to the account period during which such higher royalty and other sum(s) are accounted to such other publisher, administrator or owner.
Territory:	United States of America
Term:	One (1) year from the date hereof ("**Term**").

1. Grant of Rights: Solely with respect to Licensor's fractional ownership interest in each Composition (as specified on Schedule A hereto), Licensor grants to Licensee the non-exclusive right, privilege and license, during the Term and throughout the Territory, (a) to create monophonic only ring tone sound recordings of the music, but not any lyrics, of the Compositions in MIDI, WAV or similar downloadable and transmittable digital data formats ("**Ring Tones**"), (b) to reproduce the Ring Tones onto Licensee's computer server(s) solely for its internal business purposes and for subsequent distribution to consumer end-users, (c) to distribute, deliver and transmit, and to permit the approved sublicensee(s) listed below to deliver, distribute and transmit, the Ring Tones over the Internet (or any successor global computer network) or over a regional wireless transmission network for transfer onto consumers' individual, post-purchase telecommunications devices solely for such consumers' personal use; (d) to promote and advertise Licensee's ring tone service using segments of the Ring Tones not to exceed thirty (30) seconds; and (e) to publicly perform the Ring Tones as contemplated under this license. No right is granted to Licensee hereunder to use the music or the lyrics of any Composition in connection with any advertisement, commercial or in any printed form, including but limited to isolating or positioning a Ring Tone in a way that could be construed as advertising or promoting any product or service, including any promotion of

Licensee's products or services. Notwithstanding the foregoing, direct links to web sites selling recordings embodying the Compositions or direct links to web pages providing information on the songwriters and performing artists of the Compositions shall not be deemed a prohibited use hereunder. All rights not specifically granted herein are reserved by Licensor.

Approved sublicensee(s): _____

_____

2. Licensee Obligations:

(a) Licensee agrees to comply with any and all restrictions communicated to Licensee by Licensor relating to Territory, name and likeness, use restrictions and any other restrictions to which Licensor may be contractually bound.

(b) In the event that Licensor shall request that Licensee cease exploiting any Composition pursuant to the rights granted hereunder prior to the expiration of the Term, Licensee shall do so as soon as practicable after receiving notice of such request.

(c) If so requested by Licensor, Licensee shall make available to Licensor any aggregate, non-identifiable end-user data Licensee collects relating to the consumer end-users who download or otherwise receive the Ring Tones licensed hereunder. Any such data shall be made available to Licensor, on a regular basis during the Term and for sixty (60) days after the Term, in all formats maintained by Licensee.

3. Royalty and Royalty Accountings:

(a) In consideration for the rights granted herein, Licensee shall pay to Licensor the Reproduction Royalty, Advance and the Fixation Fees as specified herein.

(b) Licensee shall render to Licensor true and detailed accounting statements, in electronic or digital format, of all royalties payable hereunder no less often than forty-five (45) days following the end of each calendar quarter of the Term. The statements shall report all royalty bearing transactions on a Composition-by-Composition basis and country-by-country basis, including but not limited to reporting on each Composition by title, songwriter, the number of transmissions, downloads or deliveries of such Composition, and the resultant royalty payable hereunder. Each accounting statement shall be accompanied by payment to Licensor of all royalties due.

(c) All payments to Licensor 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) Licensee shall maintain accurate and complete records and accounting books with regard to the licensing and exploitation of the Compositions, including but not limited to, all information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit such records and books. Licensor may make such an examination for a particular statement only once. Upon no less than thirty (30) days notice, Licensor may conduct such audit only during Licensee's normal business hours, and only at the place where Licensee keeps such records and books to be examined. Any audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in underpayment to Licensor of five (5%) percent or more of the total amount accounted to Licensor during the accounting periods audit, the Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment. Any royalties owed and unpaid to Licensor shall accumulate interest at the composite "prime rate" (as published in the Wall Street Journal) plus two (2%) percent.

4. Termination:

(a) Licensor may terminate this License by giving Licensee notice in any of the following circumstances:

(i) Licensee fails to perform any of its obligations under this License for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensee's receipt of written notice such failure.

(ii) Licensee attempts to assign any of its rights under this License without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or any of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock as of the date of this License, without Licensor's prior written consent.

(b) This License will terminate automatically, without notice, if any of the following occurs:

(i) Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent.

(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 Licensee or its assets.

(c) A termination of the License under this Section 4 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall delete, or cause to be deleted, the Ring Tones from any database or computer server which might be used to transmit, deliver or

otherwise distribute the Ring Tones to any consumer end-user, and Licensee shall make no further use whatsoever of the Compositions or the Ring Tones. Licensee shall destroy all existing copies of the Ring Tones and furnish to Licensor an affidavit of destruction within fifteen (15) days after the end of the Term.

5. Notices: All notices under this License will be in writing and will be given by registered or certified mail, return receipt requested, at the respective addresses shown above or such other address as either party shall designate. Notices shall be deemed given when mailed, except that a notice of change of address shall be effective only from the date of its receipt.

6. Warranties, Representations, and Indemnities:

(a) Licensor represents, warrants and agrees as follows (with respect to its respective fractional interests in the Compositions described in Schedule A) that it has the full right, power and authority to enter into this License and to grant to Licensee all the rights hereunder on the terms and conditions set forth herein.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee's principal place of business is located within the United States of America.

(ii) Licensee shall track and maintain records of the countries in which Ring Tones are downloaded, transmitted, delivered or otherwise distributed.

(iii) Licensee shall take all steps, if reasonably and commercially available, to secure and maintain protection of the Compositions, by way of encryption or otherwise, as permitted pursuant to copyright and equivalent or similar laws throughout the Territory.

(iv) Upon written instruction from Licensor, Licensee shall not license or distribute any Ring Tone or Composition to any third party that is engaged in piracy, illegal activities or other unauthorized use of the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

(c) Each party hereunder will hold the other party, its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorney's fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned.

7. Miscellaneous:

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

(b) This License contains the entire understanding of the parties and cannot be changed, amended or terminated except by an instrument signed by an officer of each party. A waiver of any provision of this License will not waive that provision for the future or waive any subsequent breach of it. All remedies, rights, and obligations in this License shall be cumulative and none of them shall be in limitation of any other remedy, right, or obligation of either party.

(c) This License shall only be construed in accordance with the substantive and procedural laws of the State of New York applicable to agreements entered into and wholly to be performed therein. New York Courts shall have exclusive jurisdiction over this License and any controversies arising out of this License shall be brought by the parties to the Supreme Court of the State of New York, County of New York, or to the United States District Court for the Southern District of New York; the parties hereto hereby grant sole and exclusive jurisdiction to such court(s) and to any appellate courts having jurisdiction over appeals from such court(s).

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

(e) This License will not become effective until executed and delivered by Licensor and Licensee.

Sony/ATV Discos Music Publishing LLC
Sony/ATV Latin Music Publishing, LLC

By: _____

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SCHEDULE A

LATIN MUSIC SUGGESTIONS FOR RINGTONES - UPDATED 060103

*Sony/ATV Music Publishing reserves the right to approve or deny the usage of any composition on this list as a ringtone. Please check with us before going ahead, control information is subject to change without notice.

1	A DOR DESSE AMOR (A PURO DOLOR) (PORTUGUESE VERSION)	KLB	Omar Alfanno	100%	World
2	A DOS SEGUNDOS	Son By Four	Omar Alfanno	100%	World
3	A DOS SEGUNDOS	Leo Vanelli	Omar Alfanno	100%	World
4	A LA DISTANCIA DE UN TE QUIERO	Gilberto Santa Rosa	Yoel Henriquez	100%	World
5	A LA DISTANCIA DE UN TE QUIERO	Los Palominos	Yoel Henriquez	100%	World
6	A MEDIAS	Elvis Crespo	Erika Ender / Alejandro Jaen	100%	World
7	A PURO DOLOR	Son By Four	Omar Alfanno	100%	World
8	A PURO DOLOR (REMIXES)	Son By Four	Omar Alfanno	100%	World
9	A PURO DOLOR (BACHATA VERSION)	Son By Four	Omar Alfanno	100%	World
10	A PURO DOLOR (INSTRUMENTAL)	Pedro Guzman	Omar Alfanno	100%	World
11	A PURO DOLOR (VERSION BALADA)	Son By Four	Omar Alfanno	100%	World
12	A PURO DOLOR (VERSION BALADA)	Internacional Carro Show	Omar Alfanno	100%	World
13	A PURO DOLOR (VERSION BANDA O GRUPERA)	Grupo Enamorado	Omar Alfanno	100%	World
14	A PURO DOLOR (VERSION BANDA O GRUPERA)	Dinora Y La Juventud	Omar Alfanno	100%	World
15	A PURO DOLOR (VERSION BANDA O GRUPERA)	Banda Boom	Omar Alfanno	100%	World
16	A PURO DOLOR (VERSION BANDA O GRUPERA)	Banda Superbandido	Omar Alfanno	100%	World
17	A PURO DOLOR (VERSION BANDA O GRUPERA)	Banda Pachuco & Banda Superbandido	Omar Alfanno	100%	World
18	A PURO DOLOR (VERSION BANDA O GRUPERA)	Sonora Everest	Omar Alfanno	100%	World
19	A PURO DOLOR (VERSION BANDA O GRUPERA)	Gerardo Casanova	Omar Alfanno	100%	World
20	A PURO DOLOR (VERSION BANDA O GRUPERA)	Los Amos De Nuevo Leon	Omar Alfanno	100%	World
21	A PURO DOLOR (VERSION BANDA O GRUPERA)	Son By Four	Omar Alfanno	100%	World
22	A PURO DOLOR (VERSION BANDA O GRUPERA)	Studio Musicians	Omar Alfanno	100%	World
23	A PURO DOLOR (VERSION BANDA O GRUPERA)	Imix Singers	Omar Alfanno	100%	World
24	A PURO DOLOR (VERSION BANDA O GRUPERA)	Roberto Perera	Omar Alfanno	100%	World
25	A PURO DOLOR (VERSION CUMBIA)	Chacaltaya	Omar Alfanno	100%	World
26	A PURO DOLOR (VERSION CUMBIA)	Various	Omar Alfanno	100%	World
27	A PURO DOLOR (VERSION CUMBIA)	Son By Four	Omar Alfanno	100%	World
28	A PURO DOLOR (VERSION CUMBIA)	Cuatro Vatos Locos	Omar Alfanno	100%	World
29	A PURO DOLOR (VERSION CUMBIA)	Grupo Condesa	Omar Alfanno	100%	World
30	A PURO DOLOR (VERSION SALSA)	Son By Four	Omar Alfanno	100%	World
31	A PURO DOLOR (VERSION SALSA)	El Vacilon De La Mañana	Omar Alfanno	100%	World
32	A PURO DOLOR (VERSION SALSA)	Da Madd Dominikans	Omar Alfanno	100%	World
33	A QUE NO	Maria Marta Serra Lima	Alejandro Jaen	100%	World
34	A QUIEN VOY A ENGANAR	Lucero	Estefano	100%	World
35	A SANGRE Y FUEGO	Vertigogo	Carlos de France / Rafa Legisima	100%	World
36	A VECES	Pupy Santiago	Omar Alfanno	100%	World
37	A VIVIR	Jenni Higginson	Alejandro Jaen	100%	World
38	AGUA QUE NO HAS DE BEBER	Oscar de Leon	Alejandro Jaen	100%	World

39	AHORA	Ana Gabriel	Ana Gabriel	100%	World
40	AHORA	Eddie Santiago	Jorge Lopez	100%	World
41	AL FINAL DE ESTA CANCION	Cheo Feliciano	Omar Alfanno	100%	World
42	ALL I EVER WANTED	Son By Four	Angel Lopez / Omar Alfanno	100%	World
43	AMADA MIA	Axel Fernando	Estefano	100%	World
44	AMAME	Gisselle	Estefano	100%	World
45	AMARTE DUELE	Natalia Lafourcade	Natalia Lafourcade	100%	World
46	AMARTE ES TODO	Ana Cristina	Julio Reyes/ Estefano	100%	World
47	AMIGA MIA	Johnny Rivera	Yoel Henriquez	100%	World
48	AMISTAD	Byron	Omar Alfanno	100%	World
49	AMOR DE SIEMPRE	Huey Dunbar	Omar Alfanno	100%	World
50	AN ANGEL CRIES	MDO	Abel Talamantez / Alexis Grullon / Tomas Torres / Didier Hernandez	100%	World
51	ANOCHE VALIO LA PENA	Eddie Santiago	Jorge Lopez & Omar Alfanno	100%	World
52	APIADATE DE MI	Victor Manuelle	Omar Alfanno	100%	World
53	APIADATE DE MI (DESAMOR)	Ricky Martin	Omar Alfanno	100%	World
54	AQUI ESTOY YO	Omar Alfanno	Rey Ruiz	100%	World
55	AQUI ESTOY YO	Rey Ruiz	Omar Alfanno	100%	World
56	AQUI SIGUES ESTANDO TU	Anahi	Estefano	100%	World
57	ARRIESGARE LA PIEL	Yolandita Monje	Yoel Henriquez	100%	World
58	ASI COMO HOY	Marc Anthony	Omar Alfanno	100%	World
59	ASI COMO HOY	Amanda Miguel	Omar Alfanno	100%	World
60	ASI COMO HOY	Alto Voltaje	Omar Alfanno	100%	World
61	ASI ES EL DESTINO	Thalia	Estefano	100%	World
62	ASI ES LA MUJER	Victor Manuelle	Omar Alfanno	100%	World
63	ASI ES LA VIDA	Luis Enrique	Omar Alfanno	100%	World
64	ASI ES LA VIDA	Luis Enrique & Rey Ruiz	Omar Alfanno	100%	World
65	ATADO A TU AMOR	Chayanne	Estefano	100%	World
66	ATADO A TU PIEL	Coda	Melchor / Ruiz / Aguilar	100%	World
67	ATREVETE	Coda	Ruiz / Aguilar	100%	World
68	AUNQUE LO DUDES	Marianela	Omar Alfanno	100%	World
69	AUNQUE LO DUDES	Lalo Rodriguez	Omar Alfanno	100%	World
70	AVE MARIA	Jose Luis Rodriguez	Marcelo Acevedo	100%	World
71	AY CARIÑO	Menudo	Alejandro Jaen	100%	World
72	AZUCAR AMARGO	Fey	Ablanedo / Boradoni	100%	World
73	BAILA CON GARGAMEL	Los Pitufos	Estefano/ July Morillo	100%	World
74	BAILA LA RUMBA	MDO	Carlos Villa, Alejandro Monroy	100%	World
75	BAJO EL ARCOIRIS	Fey	Ablanedo / Boradoni	100%	World
76	BANDIDA	Elvis Crespo	Elvis Crespo	100%	World
77	BAÑO DE LUNA	Melina Leon	Ernesto Patiño	100%	World
78	BAÑO DE LUNA (MERENGUE)	Melina Leon	Ernesto Patiño	100%	World
79	BAÑO DE LUNA (POP)	Melina Leon	Ernesto Patiño	100%	World
80	BELLA FLOR	Elvis Crespo	Elvis Crespo	100%	World
81	BEMBELECUA	Celia Cruz	Omar Alfanno	100%	World
82	BEMBELECUA	Various	Omar Alfanno	100%	World
83	BESAME	Menudo	Alejandro Jaen / William Paz	100%	World
84	BESAME	Azucar Moreno	Erika Ender / Antonio Rayo Gibo	100%	World
85	BESITOS DE MUJER	Ramón Ayala Jr.	Antonio Lopez	100%	World
86	BIENVENIDA	Pedro Fernandez	Omar Alfanno	100%	World

87	BOCANADA	Gustavo Cerati	Gustavo Cerati	100%	World
88	BRINDO CON EL ALMA	Diomedes Diaz	Diomedes Diaz	100%	World
89	BRUJERIA	UFF	Carlos Lara	100%	World
90	BUSCA UN PROBLEMA	Natalia Lafourcade	Natalia Lafourcade	100%	World
91	BUSCANDO UN AMOR	Menudo	Alejandro Jaen / William Paz	100%	World
92	CADA VEZ	Bazil	Bazil Alexander	100%	World
93	CAE	Compañía Limitada	Juan Pulido / Camilo Jaramillo	100%	World
94	CALLEJONCITO	Manuel Eduardo Toscano	Norberto Eduardo Toscano	100%	World
95	CANDELA	Noelia	Estefano	100%	World
96	CAN'T FIGHT IT	Gisselle	Estefano	100%	World
97	CARA DE NIÑO	Jerry Rivera	Robert Velez	100%	World
98	CARCEL DE AMOR	Ley Alejandro	Carlos Molina / Rafael Vergara	100%	World
99	CIELO LIQUIDO	Fey	Jose R. Florez / Boradoni	100%	World
100	COMBATE	Desorden Público	Horacio Blanco / Jose Luis Chacin / Antonio Rojas / Emigdio Suarez	100%	World
101	COMO BAILA	Grupo Mania	Oscar Serrano	100%	World
102	COMO CADA DIA	Anahi	Estefano	100%	World
103	COMO DECIRSELO	Son By Four	Jorge L. Montes	100%	World
104	COMO ERES	OV7	Nir Seruss	100%	World
105	COMO LA ULTIMA VEZ	Anthony Colon	Omar Alfanno	100%	World
106	COMO OLVIDAR (BALADA)	Tommy Torres	Tomas Torres, Javier Diez	100%	World
107	COMO OLVIDAR (POP)	Tommy Torres	Tomas Torres, Javier Diez	100%	World
108	COMO SABER	Domingo Quiñonez	Yoel Henriquez	100%	World
109	COMO TE ADORO EU	Luis Guilherme	Estefano/ Luis Guilherme	100%	World
110	COMO TE OLVIDO	Manuel Eduardo Toscano	Norberto Eduardo Toscano	100%	World
111	COMO TU	Tito Rojas	Omar Alfanno	100%	World
112	COMO TU COMPRENDERAS	Raul Omelas	Raul Omelas	100%	World
113	CON EL ALMA ABIERTA	Noelia	Estefano	100%	World
114	CON LA MISMA MONEDA	Gisselle	Yoel Henriquez	100%	World
115	CONTACTO	Compañía Limitada	Juan Pulido	100%	World
116	CONTIGO	Frank Ceara	Frank Ceara	100%	World
117	CONTRA LA CORRIENTE	Marc Anthony	Omar Alfanno	100%	World
118	CONTRA LA CORRIENTE (BANDA/GRUPERA)	Lucia De La Fuente	Omar Alfanno	100%	World
119	CONTRA LA CORRIENTE (INSTRUMENTAL)	Marc Anthony	Omar Alfanno	100%	World
120	CONVENCEME	Giro	Paul Hoyle / Didier Hernandez	100%	World
121	CONVENCEME (VERSION BALADA)	Giro	Paul Hoyle / Didier Hernandez	100%	World
122	CORAZON DE MUJER (POP)	Melina Leon	Alejandro Jaen / Jose Luis Morin / Gustavo Arenas	100%	World
123	CORAZON DELATOR	Soda Stereo	Gustavo Cerati	100%	World
124	CORAZONES SOLITARIOS	Son By Four	Omar Alfanno	100%	World
125	CORAZONES SOLITARIOS	Various	Omar Alfanno	100%	World
126	COSTA RICA COME ALIVE	Tapon	Roberto de los Rios	100%	World
127	CUANDO ME ENTREGO AL AMOR	Elvis Crespo	Omar Alfanno	100%	World
128	CUANDO PASE EL TEMBLOR	Soda Stereo	Gustavo Cerati	100%	World
129	CUANDO TE BESO	Nayobe	Yoel Henriquez	100%	World
130	CUANDO TE FUISTE	T' De Tila	Mario Domm	100%	World
131	CUANDO TU CUERPO ERA MIO	Eddie Santiago	Yoel Henriquez / Omar Alfanno	100%	World
132	CUANDO UNA MUJER	Melina Leon	Omar Alfanno	100%	World
133	CUANDO VUELVAS CONMIGO	Ray Sepulveda	Omar Alfanno	100%	World

134	CUBA Y PUERTO RICO	Rey Ruiz	Rey Ruiz	100%	World
135	CUENTO DE CUNA	Tommy Torres	Tomas Torres / Javier Francisco Diez / Miguel Diaz	100%	World
136	CUESTION DE FE	Tony Vega	Omar Alfanno	100%	World
137	CUPIDO	MARTIN	Estefano	100%	World
138	DAME	Alexander	Claudio Bermúdez	100%	World
139	DAME LA OPORTUNIDAD	Edwin Rivera	Omar Alfanno	100%	World
140	DAME UN BESO (CON LENGUA BIEN MOJADA)	Vertigogo	Carlos de France / Rafa Legisima	100%	World
141	DAME UN POCO MAS	MDO	Abel Talamantez / Tomas Torres / Alexis Grullon	100%	World
142	DANZA DE LOS ESQUELETOS	Desorden Público	Horacio Blanco / Jose Luis Chacin	100%	World
143	DE CORAZON A CORAZON	Luis Enrique	Omar Alfanno	100%	World
144	DE HOMBRE A MUJER	Donato & Estefano	Estefano	100%	World
145	DE NUEVO SOLA	Gisselle	Estefano	100%	World
146	DE OTRA MANERA	Jerry Rivera	Roberto Lugo	100%	World
147	DE QUE ME VALE SER LIBRE	Tony Vega	Omar Alfanno	100%	World
148	DEBE VOLAR EL AMOR	Marianela	Omar Alfanno	100%	World
149	DEBE VOLAR EL AMOR	Azucena	Omar Alfanno	100%	World
150	DEGENERACION ACTUAL	Pedro Suárez Vertiz	Pedro Suárez Vertiz	100%	World
151	DEJAME DEMOSTRARTE	Tito Nieves	Omar Alfanno	100%	World
152	DEJAME ENSEÑARTE	Carlos Oliva	Omar Alfanno	100%	World
153	DEJAME SER	Robbi Salinas	Yoel Henriquez	100%	World
154	DEJARIA TODO	Chayanne	Estefano	100%	World
155	DEJATE QUERER	Son By Four	Omar Alfanno	100%	World
156	DEMASIADO TARDE	Ana Gabriel	Ana Gabriel	100%	World
157	DESCORAZONADO	Ciudad De Angeles	Estefano	100%	World
158	DESESPERADAMENTE SOLA	Anahi	Estefano	100%	World
159	DESVANECER	Poligamia	Juan Gabriel Turbay	100%	World
160	DEVUELVEME	Milly Quezada	Yoel Henriquez	100%	World
161	DEVUELVEME	Ednita Nazario	Yoel Henriquez	100%	World
162	DEVUELVEME	Various	Yoel Henriquez	100%	World
163	DEVUELVEME LA VIDA	Tony Vega	Omar Alfanno	100%	World
164	DIANA	MDO	Abel Talamantez / Tomas Torres / Alexis Grullon / Marie Grillasca	100%	World
165	DIME QUE MAS DEBO HACER	Sandra Torres	Omar Alfanno	100%	World
166	DISELO CON FLORES	Fey	Jose R. Florez	100%	World
167	DOLIA MENOS	Gilberto Santarosa	Omar Alfanno	100%	World
168	DONDE ESTA EL FUTURO	Desorden Público	Horacio Blanco / Jose Luis Chacin	100%	World
169	DONDE ESTA TU AMOR	Menudo	Alejandro Jaen	100%	World
170	DONDE ESTAS	Tony Vega	Omar Alfanno	100%	World
171	DULCE VENENO (ALBUM/ BALADA/ RANCHERO VERSION)	Carolina Lao	Alejandro Jaen / Jose Luis Morin	100%	World
172	EL AMOR DE TU VIDA	Eddy Tomas	Paul Hoyle	100%	World
173	EL AMOR QUE TU ME DAS (BALADA)	Tito Rojas	Omar Alfanno	100%	World
174	EL AMOR QUE TU ME DAS (SALSA)	Tito Rojas	Omar Alfanno	100%	World
175	EL AMOR SE ECHA DE MENOS	Azucar Moreno	Estefano	100%	World
176	EL CIELO LLORO	Eddie Santiago	Diego Armando Giraldo / Gustavo Arenas / Andres Gomez	100%	World
177	EL CONDOR HERIDO	Diomedes Diaz	Diomedes Diaz	100%	World

178	EL CORRIDO DE ANDRES HERNANDEZ	Ramón Ayala y Sus Bravos	Fidencio Ayala	100%	World
179	EL DESTINO	Natalia Lafourcade	Natalia Lafourcade	100%	World
180	EL EDIFICIO	Marcos Gutt	Los Bacilos	100%	World
181	EL GATO VOLADOR	La Cripta (El Chombo)	Carlos Cordoba	100%	World
182	EL HOMBRE DE TU VIDA	Rey Ruiz	Omar Alfanno	100%	World
183	EL MEJOR	Bazil	Luna-Fria	100%	World
184	EL SEDUCTOR	Bazil	Omar Alfanno	100%	World
185	EL TEMOR ME HIZO PERDERTE	Jose Alberto "El Canario"	Omar Alfanno	100%	World
186	EL TEMOR ME HIZO PERDERTE	Various	Omar Alfanno	100%	World
187	EL ULTIMO ADIOS	Paulina Rubio	Estefano	100%	World
188	ELLA	Victor Manuelle	Jorge Lopez	100%	World
189	ELLA	Edward Padua	Yoel Henriquez	100%	World
190	ELLA DICE	Tommy Torres	Tomas Torres / Rafael Vergara / Miguel Diaz	100%	World
191	ELLA ES	Tony Vega	Omar Alfanno	100%	World
192	EN ALMA, CUERPO Y CORAZON	Gisselle	Estefano	100%	World
193	EN EL 2000	Natalia Lafourcade	Natalia Lafourcade	100%	World
194	EN EL CENTRO DE MI CORAZON	Chayanne	Estefano	100%	World
195	EN ESTA HABITACION	Lisoldo	Jeffry Fishman	100%	World
196	EN LAS NUBES	Jerry rivera	Gustavo Marquez	100%	World
197	EN NOMBRE DE LOS DOS	Victor Manuelle	Omar Alfanno	100%	World
198	EN REMOLINOS	Soda Stereo	Gustavo Cerati	100%	World
199	ENAMORADO DE BRITNEY SPEARS	MARTIN	Estefano	100%	World
200	ENAMORADO DE TI	Elvis Crespo	Omar Alfanno	100%	World
201	ENAMORADO DE TI (BACHATA)	Mel	Omar Alfanno	100%	World
202	ENAMORADOS	Douglas	Claudio Prado / Douglas	100%	World
203	ENCUENTRO CASUAL	Johnny Rivera	Ricardo Vizzuette	100%	World
204	ENTRE AZUL Y BUENAS NOCHES	Jeans	Jose R. Florez	100%	World
205	ENTRE EL AMOR Y EL ODIO	Angel Lopez	Alejandro Jaen	100%	World
206	ENTRE EL BIEN Y EL MAL	Proyecto M	Omar Alfanno	100%	World
207	ENTRE TU CUERPO Y EL MIO	Milly Quezada	Gustavo Marquez	100%	World
208	ENTRE TUS BRAZOS	Alejandro Fernández	Alejandro Fernández	100%	World
209	ENTREGATE	Bazil	Omar Alfanno	100%	World
210	ENTREGATE	Ricardo Y Alberto	Omar Alfanno	100%	World
211	ERES	Grupo Niche	Jairo Varela	100%	World
212	ERES MIA	Ricardo Y Alberto	Omar Alfanno	100%	World
213	ERES TAN GRANDE	Jaci Velasquez	Rafael vergara/Javier Diez	100%	World
214	ES EL AMOR	Anahi	Estefano	100%	World
215	ES EL AMOR	Puppy Santiago	Omar Alfanno	100%	World
216	ES EVIDENTE	Charlie Cardona	Jorge Lopez	100%	World
217	ES MENTIROSO	Olga Tañon	Rodolfo Barrera	100%	World
218	ES NAVIDAD	Jallene Cintron	Omar Alfanno	100%	World
219	ES TARDE YA	Bazil	Omar Alfanno	100%	World
220	ESA (TROPICAL VERSION)	Brenda K. Starr	Erika Ender / Alejandro Jaen	100%	World
221	ESA MUJER	La India	Yoel Henriquez	100%	World
222	ESAS LAGRIMAS	Gilberto Santa Rosa	Omar Alfanno	100%	World
223	ESE (ALBUM VERSION)	Jerry Rivera	Alejandro Jaen / William Paz	100%	World
224	ESE (BALADA)	Jerry Rivera	Alejandro Jaen / William Paz	100%	World
225	ESE HOMBRE	Diana Vega	Omar Alfanno	100%	World
226	ESTA CANCION	Irma	Omar Alfanno	100%	World

227	ESTANDO CONTIGO	Puppy Santiago	Omar Alfanno	100%	World
228	ESTE AMOR (CRISTIANA)	Alex D'Castro	Omar Alfanno	100%	World
229	ESTOY AQUI	Harold Acevedo	Omar Alfanno	100%	World
230	ESTOY AQUI	Adriel	Omar Alfanno	100%	World
231	ESTOY AQUI POR TI	Eduardo Verastegui	Estefano	100%	World
232	ETERNAMENTE TUYA	Marisela	Alejandro Jaen / William Paz / Rafael Vergara	100%	World
233	EU TE AMO	Chayanne	Estefano	100%	World
234	FACIL	Alexandre Pires	Estefano	100%	World
235	FACIL DE AMAR	Michael Stuart	Yoel Henriquez	100%	World
236	FANTASY	MDO	J. Santiago / Alejandro Jaen / Martinez / Dennis Nieves	100%	World
237	FEAS	The Ruidos	Kenny López / César Vega	100%	World
238	FIRE (SEXY DANCE)	Paulina Rubio	Estefano	100%	World
239	FLECHAZO	Los Fugitivos	Ernesto Patiño	100%	World
240	FRUTO DE TU BOCA	Ednita Nazario	Frank Ceara	100%	World
241	FUERA	Noella	Estefano	100%	World
242	GENTLEMAN (SPANISH VERSION)	Lou Bega	Estefano		World
243	GLOBO DE GAS	Pedro Suarez Vertiz	Pedro Suarez Vertiz	100%	World
244	GOD IS A WOMAN (SPANISH VERSION)	Lou Bega	Estefano		World
245	GOLPEANDO FUERTE	Noella	Estefano	100%	World
246	GRACIAS	Jerry Rivera	Omar Alfanno	100%	World
247	GRACIAS AMOR	Comello Reina Jr.	Antonio Lopez	100%	World
248	GROOVE WITH ME TONIGHT	MDO	Abel Talamantez / Tomas Torres / Alexis Grullon	100%	World
249	GROOVE WITH ME TONIGHT	Music of The Heart	Abel Talamantez / Tomas Torres / Alexis Grullon	100%	World
250	GROOVE WITH ME TONIGHT (DAME UN POCO MAS)	MDO	Abel Talamantez / Tomas Torres / Alexis Grullon	100%	World
251	HABLAME DE FRENTE	Ana Gabriel	Ana Gabriel	100%	World
252	HACERTE FELIZ	Jose Alberto El Canario	Omar Alfanno	100%	World
253	HAREMOS EL AMOR	Tony Vega	Omar Alfanno	100%	World
254	HASTA CUANDO	Michael Stuart	Yoel Henriquez	100%	World
255	HASTA QUE EL ALMA RESISTA	Chayanne	Estefano	100%	World
256	HASTA QUE VENGA LA MAÑANA	Poligamia	Andrés Cepeda	100%	World
257	HAY QUE ESTAR LOCA	Milly Quezada	Alejandro Jaen / Rafael Vergara / William Paz	100%	World
258	HAY QUE PONER EL ALMA	Victor Manuelle	Omar Alfanno	100%	World
259	HEART AND SOUL	Gisselle	Estefano	100%	World
260	HEMBRA	Libido	Jeffry Fishman	100%	World
261	HERIDA MORTAL	Jerry Rivera	Julio Reyes/ Estefano	100%	World
262	HIELO BAJO EL SOL	Ednita Nazario	Tomas Torres	100%	World
263	HOMBRES	Noella	Estefano	100%	World
264	HOY TE VAS (BALADA)	Tommy Torres	Tomas Torres / Marie Grillasca	100%	World
265	HOY TE VAS (POP)	Tommy Torres	Tomas Torres / Marie Grillasca	100%	World
266	INEXPLICABLEMENTE	Michael Stuart	Yoel Henriquez	100%	World
267	IRRESISTIBLEMENTE BELLA	Eddie Tomas	Yoel Henriquez	100%	World
268	JAMAS OLVIDES	Bazil	Omar Alfanno	100%	World
269	JAMAS OLVIDES	Lalo Rodriguez	Omar Alfanno	100%	World
270	JOVENES	Salsa Kids	Omar Alfanno	100%	World
271	JUNTOS	Domingo Quiñones	Omar Alfanno	100%	World

272	LA CARTA	Charlie Cardona	Omar Alfanno	100%	World
273	LA CASA CHICA	Vicente Fernández Jr.	Norberto Eduardo Toscano	100%	World
274	LA DEJADA	Manuel Eduardo Toscano	Norberto Eduardo Toscano	100%	World
275	LA DUEÑA DE MIS AMORES	Victor Manuelle	Omar Alfanno	100%	World
276	LA GUERRA DE LOS SEXOS	Vertigogo	Carlos de France / Rafa Legisima	100%	World
277	LA LUNA SOBRE NUESTRO AMOR	Marc Anthony	Omar Alfanno	100%	World
278	LA OTRA	Marisela	Erika Ender / Alejandro Jaen	100%	World
279	LA PARRANDA	Jose Luis Rodriguez	Estefano	100%	World
280	LA REINA DE LA PISTA	Oro Sólido	Acosta	100%	World
281	LA SOLEDAD DE TU AMOR	Michael Stuart	Omar Alfanno	100%	World
282	LA VOLADORA	La Champeta	Jhon Sayas	100%	World
283	LAGRIMAS DE AMOR	Ommar Hernandez	Alejandro Jaen	100%	World
284	LAKAR NAMA MU	Wan Shahlim/ Syed Shamri/ Farah Asyikin/ Ainul Riza	Estefano	100%	World
285	LAS CARTAS SOBRE LA MESA	Raul Ornelas	Raul Ornelas	100%	World
286	LAS HORAS PASAN	Chayanne	Estefano	100%	World
287	LAS HORAS PASAN	Chayanne	Estefano	100%	World
288	LE HARE FELIZ	Victor Manuelle	Omar Alfanno	100%	World
289	LE LE LEI CANCION SIN NOMBRE	Axel Fernando	Estefano	100%	World
290	LIBERATE	Axel Fernando	Estefano	100%	World
291	LIBRE	Paulina Rubio	Estefano	100%	World
292	LINDA EH	Grupo Mania	Elvis Crespo	100%	World
293	LLEGAR A TI	Jaci Velasquez	Abel Talamantez / Alexis Grullon / Tomas Torres / Didier Hernandez	100%	World
294	LLEGASTE A MI	Marc Anthony	Omar Alfanno	100%	World
295	LO HARE POR TI	Paulina Rubio	Estefano	100%	World
296	LO QUE YO MAS QUIERO	Son By Four	Omar Alfanno	100%	World
297	LO SIENTO	Huey Dunbar	Oscar Derudi	100%	World
298	LOCK ALL THE DOORS	MDO	Abel Talamantez / Alexis Grullon / Tomas Torres / Didier Hernandez	100%	World
299	LOLA, LOLITA, LOLA	Hansel & Raul	Omar Alfanno	100%	World
300	MAGIA	Jerry Rivera	Omar Alfanno	100%	World
301	MAL HERIDO	Gilberto SantaRosa	Omar Alfanno	100%	World
302	MALDITA TIMIDEZ	Lynda	Carlos Lara	100%	World
303	MAMA MIA (MAMMA MIA)	Azucar Moreno/ Axel Fernando	Estefano	100%	World
304	MANANA	Vertigogo	Carlos de France / Rafa Legisima	100%	World
305	MARCHATE	Gisselle	Estefano	100%	World
306	MARGARITA	Hansel & Raul	Omar Alfanno	100%	World
307	MARIANA MAMBO	Chayanne	Estefano	100%	World
308	MAS	Sanad Rivera	Omar Alfanno	100%	World
309	ME DA LO MISMO	Victor Manuelle	Omar Alfanno	100%	World
310	ME DIO MI LUGAR	Giro	Omar Alfanno	100%	World
311	ME ESTOY ENAMORANDO	La Malla	Armando Larrinaga	100%	World
312	ME ESTOY ENAMORANDO	Pedro Suárez Vertiz	Pedro Suárez Vertiz	100%	World
313	ME FALTAS TU	Noella	Estefano	100%	World
314	ME GUSTAN LOS DOS	Onda Vaselina	Ablanedo / Boradoni	100%	World
315	ME MIRAS Y TE MIRO	Grupo Mania	Oscar Serrano	100%	World
316	ME NIEGO A PERDERTE	George Lamond	Yoel Henriquez	100%	World
317	ME QUEDE CON LAS GANAS	Alexander Rodriguez	Erick Gabriel	100%	World

318	ME QUEDO GRANDE TU AMOR	Malu	Estefano	100%	World
319	ME VALGA DIOS	Jacl Velazquez	Estefano	100%	World
320	ME VOLVIERON A HABLAR DE ELLA	Gilberto Santarosa	Omar Alfanno	100%	World
321	ME VOY A REGALAR	Marc Anthony	Omar Alfanno	100%	World
322	ME VOY A REGALAR (BACHATA)	Francis Ulloa	Omar Alfanno	100%	World
323	ME VOY A REGALAR (INSTRUMENTAL)	Marc Anthony	Omar Alfanno	100%	World
324	MENTIRA	Gilberto Santa Rosa	Oscar Derudi	100%	World
325	MI AMA	Llave Maestra	Frank Ceara	100%	World
326	MI AMOR ANDA LIBRE	Milly Quezada	Rafael Monclova	100%	World
327	MI AUTO ERA UNA RANA	Pedro Suárez Vertiz	Pedro Suárez Vertiz	100%	World
328	MI CORAZON TE RECUERDA	Son By Four	Omar Alfanno	100%	World
329	MI DIA DE LA INDEPENDENCIA	Lynda	Carlos Lara	100%	World
330	MI NUEVO AMOR	Tony Vega	Omar Alfanno	100%	World
331	MI SOL MI LUNA	Elvis Crespo	Elvis Crespo	100%	World
332	MI ULTIMA TENTACION	Los Fugitivos	Carlos Villa/ Alejandro Monroy	100%	World
333	MIENTES	Las Chicas del Can	Alejandro Jaen/ William Paz	100%	World
334	MIRAME A LOS OJOS	OV7	Ablanedo / Boradoni	100%	World
335	MIRAME, BUSCAME, DEJAME	Tommy Torres	Tomas Torres	100%	World
336	MIS LAGRIMAS	Michael Stuart	Yoel Henriquez	100%	World
337	MORIA DE LAS GANAS	Eddie Santiago	Omar Alfanno/ Jorge Lopez	100%	World
338	MORIR DE AMOR	Frank ceara	Frank Ceara	100%	World
339	MUCHACHA	Primi Cruz	Alejandro Jaen / William Paz	100%	World
340	MUEVELO	Son By Four	Angel Lopez	100%	World
341	MY LOCURA	Mario Domm	Mario Domm	100%	World
342	NADA	Son By Four	Omar Alfanno	100%	World
343	NADIE COMO ELLA	Marc Anthony	Omar Alfanno	100%	World
344	NADIE COMO ELLA (BACHATA)	Various	Omar Alfanno	100%	World
345	NADIE COMO YO	Son By Four	Omar Alfanno	100%	World
346	NAO POSSO ESQUECER	Familia Lima	Abel Talamantez / Tomas Torres / Alexis Grullon adapt: Paulo Sergio Valle	100%	World
347	NECESIDAD	Alex Pires	Estefano	100%	World
348	NECESITABA DE TI	Wichie Camacho	Omar Alfanno	100%	World
349	NENA	Jerry Rivera	Yoel Henriquez	100%	World
350	NI UN DIA MAS	Lalo Rodriguez	Omar Alfanno	100%	World
351	NIÑA BELLA	Michael Stuart	Yoel Henriquez	100%	World
352	NIÑA BONITA	Grupo Mania	Oscar Serrano	100%	World
353	NO ALCANZO	Victor Manuelle	Oscar Derudi	100%	World
354	NO BASTARA	Giselle	Omar Alfanno	100%	World
355	NO ERES LA MUJER	Victor Manuelle	Diego Javier Gonzalez	100%	World
356	NO ES OBSESION	Onda Vaselina	Carlos Lara	100%	World
357	NO HAY AIRE	Gisselle	Estefano	100%	World
358	NO HAY RAZON	Son By Four	Omar Alfanno	100%	World
359	NO ME DIGAS QUE NO	Tommy Torres	Tomas Torres / Javier Diez / Rafael Vergara / Miguel Diaz	100%	World
360	NO ME ENSEÑASTE	Thalia	Estefano	100%	World
361	NO ME LASTIMA	Marisela	Erika Ender / Alejandro Jaen	100%	World
362	NO ME MIRES ASI	Ednita Nazario	Frank Ceara	100%	World
363	NO ME PUEDES PEDIR	Irma	Omar Alfanno	100%	World
364	NO ME PUEDES PEDIR	Olga Tañon	Omar Alfanno	100%	World

365	NO PUEDO MAS AMOR	Salsa Kids	Ramiro Teran	100%	World
366	NO PUEDO OLVIDAR	MDO	Abel Talamantez / Tomas Torres / Alexis Grullon	100%	World
367	NO PUEDO OLVIDAR (POP)	MDO	Abel Talamantez / Tomas Torres / Alexis Grullon	100%	World
368	NO PUEDO OLVIDARME DE TI	Menudo	Alejandro Jaen	100%	World
369	NO PUEDO OLVIDARTE	Jerry Rivera	Estefano	100%	World
370	NO QUIERO SERTE INFIEL	Domingo Quiñonos	Yoel Henriquez	100%	World
371	NO SABES COMO DUELE	Harold Acevedo	Omar Alfanno	100%	World
372	NO SABES COMO DUELE	Marc Anthony	Omar Alfanno	100%	World
373	NO SOSPECHO	Edith Márquez	Claudio Bermúdez	100%	World
374	NO TE OLVIDARE	Jorge Celedón	Iván Calderón	100%	World
375	NO TE RINDAS AHORA	Victor Manuelle	Omar Alfanno	100%	World
376	NOCHE DE ARREBOLES	Joe Arroyo	Joe Arroyo	100%	World
377	NUNCA IMAGINE	Jerry Rivera	Omar Alfanno	100%	World
378	NUNCA IMAGINE	Tommy Torres	Omar Alfanno	100%	World
379	NUNCA PENSE	Charlie Cardona	Jorge E. Lopez	100%	World
380	NUNCA TE OLVIDE	Luis Enrique	Omar Alfanno	100%	World
381	OJO POR OJO	Isabel Pantoja	Alejandro Jaen/ William Paz	100%	World
382	OLVIDALO YA	Tony Vega	Omar Alfanno	100%	World
383	OTRA ME QUERRA	Jerry Rivera	Luis Marquez	100%	World
384	OTRA VEZ (BALADA)	Melina Leon	Erika Ender	100%	World
385	OTRA VEZ (MERENGUE)	Melina Leon	Erika Ender	100%	World
386	PARA QUE	Ana y Jaime	Maria Acuña	100%	World
387	PARA TI	Jerry Rivera	Omar Alfanno	100%	World
388	PARECE MENTIRA	Manny Manuelle	Omar Alfanno	100%	World
389	PARECE MENTIRA	Axel	Omar Alfanno	100%	World
390	PENELOPE	Tommy torres	Tomas Torres / Javier Diez	100%	World
391	PERDONAME	Primi cruz	Alejandro Jaen / William Paz	100%	World
392	PERO TU NO ESTAS	Ismael Miranda	Omar Alfanno	100%	World
393	PIDE LO QUE QUIERAS	MARTIN	Estefano	100%	World
394	PIDELE A UNA ESTRELLA	Melina Leon & DLG	Yoel Henriquez	100%	World
395	PIDELO DE CORAZON	Dayanara	Omar Alfanno	100%	World
396	PIDEME	Milly Quezada	Frank Ceara	100%	World
397	PIDEME (BALADA)	Milly Quezada	Frank Ceara	100%	World
398	PIDEME (MERENGUE)	Milly Quezada	Frank Ceara	100%	World
399	PIDIENDO AMOR	Leo Vanelli	Alejandro Jaen / William Paz	100%	World
400	PIEL DE LOBO	Franco	Omar Alfanno	100%	World
401	PIENSO EN TI	Chayanne	Estefano	100%	World
402	PIENSO EN TI	Chayanne	Estefano	100%	World
403	PINTAME	Elvis Crespo	Elvis Crespo	100%	World
404	POCA MUJER	Son By Four	Jorge L. Montes	100%	World
405	POR EL CAMINITO	Elvis Crespo	Juan Antonio castro	100%	World
406	POR LA FALTA DE TU AMOR	Eduardo Verastegui	Omar Alfanno	100%	World
407	POR LAS NUBES	MARTIN	Estefano	100%	World
408	POR TI POR TU AMOR	MARTIN	Estefano	100%	World
409	PREGUNTAME	Jessica Cristina	Omar Alfanno	100%	World
410	PREPARENSE	Son By Four	Omar Alfanno	100%	World
411	PRIMER AMOR	Sared Rivera	Omar Alfanno	100%	World

412	PRIMER AMOR (TE EMPIEZAS A ENAMORAR)	Anahi	Estefano	100%	World
413	PRINCESA	Salsa Kids	Omar Alfanno	100%	World
414	PRISIONERO	DLG	Yoel Henriquez	100%	World
415	PROFECIA (JULIO REYES)	Noelia	Estefano	100%	World
416	PUEDEN DECIR	Gilberto Santa Rosa	Omar Alfanno	100%	World
417	PUEDEN DECIR- BALADA	Los Amos De Nuevo Leon	Omar Alfanno	100%	World
418	PUEDEN DECIR- RANCHERA	Los Amos De Nuevo Leon	Omar Alfanno	100%	World
419	PUEDO SER	Alonso Nigro	Ramiro Teran / Claudia Brant	100%	World
420	QUE ALGUIEN ME DIGA	Gilberto Santa Rosa	Omar Alfanno	100%	World
421	QUE ALGUIEN ME DIGA (BACHATA VERSION)	Noches de Bachata	Omar Alfanno	100%	World
422	QUE ALGUIEN ME DIGA (BALLAD VERSION)	Gilberto SantaRosa	Omar Alfanno	100%	World
423	QUE ALGUIEN ME DIGA (BALLAD VERSION)	Lucero	Omar Alfanno	100%	World
424	QUE ALGUIEN ME DIGA (INSTRUMENTAL)	Pedro Guzman	Omar Alfanno	100%	World
425	QUE ALGUIEN ME DIGA (RANCHERA VERSION)	Lucero	Omar Alfanno	100%	World
426	QUE ALGUIEN ME DIGA (SALSA VERSION)	Gilberto SantaRosa	Omar Alfanno	100%	World
427	QUE ALGUIEN ME DIGA (SALSA VERSION)	Da Madd Dominikans	Omar Alfanno	100%	World
428	QUE BENDICION	Raul Ornelas	Raul Ornelas	100%	World
429	QUE EL CUCUY NO PARE	El Cucuy	Estefano	100%	World
430	QUE EL FUTBOL NO PARE	Patricia Manterola	Julio Reyes/ Estefano	100%	World
431	QUE EL RITMO NO PARE	Patricia Manterola	Julio Reyes/ Estefano	100%	World
432	QUE ESTA PASANDO	Son By Four	Omar Alfanno	100%	World
433	QUE HABRIA SIDO DE MI	Victor Manuelle	Omar Alfanno	100%	World
434	QUE HABRIA SIDO DE MI (BACHATA)	Various	Omar Alfanno	100%	World
435	QUE HABRIA SIDO DE MI (CUMBIA)	Cynthia	Omar Alfanno	100%	World
436	QUE HAY DE MALO	Various	Omar Alfanno	100%	World
437	QUE HAY DE MALO	Jerry Rivera	Omar Alfanno	100%	World
438	QUE HAY DE MALO	Daniel Luna	Omar Alfanno	100%	World
439	QUE HUBO LINDA	Diomedes Diaz	Fabian Corrales	100%	World
440	QUE LLUEVA P'ARRIBA	Alexandre Pires	Estefano	100%	World
441	QUE MEXICO NO PARE	Patricia Manterola	Julio Reyes/ Estefano	100%	World
442	QUE PASO CON NUESTRO AMOR	Irma	Omar Alfanno / Irma T.	100%	World
443	QUE RARO	Oscar D' Leon	Omar Alfanno	100%	World
444	QUE SERIA DE MI VIDA	Ommar Hernandez	J. Bague/ F.Bernardino	100%	World
445	QUE SUERTE LA MIA	Edwin Rivera	Omar Alfanno	100%	World
446	QUEDATE CONMIGO	Leo Vanelli	Yoel Henriquez	100%	World
447	QUIEN CUIDARA DE MI	Miryam Hernandez	Estefano	100%	World
448	QUIEN TE QUIERE COMO YO	Donato & Estefano	Estefano	100%	World
449	QUIERO ENAMORARME ESTA NOCHE	Edward Padua	Alejandro Jaen	100%	World
450	QUIERO QUE QUIERAS VOLVER	Patricia Manterola	Julio Reyes/ Estefano	100%	World
451	QUISIERA AMARTE	Melina Leon	Yoel Henriquez	100%	World
452	QUISIERA AMARTE	Melina Leon	Yoel Henriquez	100%	World
453	QUISIERA INVENTAR	Victor Manuelle	Diego Javier Gonzalez	100%	World
454	QUISIERA QUEDARME CONTIGO	Alejandro Martinez	O. Alfanno / R. Teran	100%	World
455	QUITEMONOS LA ROPA	Alex Pires	Estefano	100%	World
456	RAMITO DE ESTRELLA	Maldo	Omar Alfanno	100%	World
457	ROMANTICO	Cheo Feliciano	Omar Alfanno	100%	World
458	SALOME	Chayanne	Estefano	100%	World
459	SEGUIR INTENTANDOLO	Frankie Ruiz	Omar Alfanno	100%	World
460	SENCILLAMENTE BELLA	Eddie Thomas	Yoel Henriquez	100%	World

461	SEÑORA (NO LA OLVIDO)	Jomar	Alejandro Jaen / William Paz	100%	World
462	SERA POR ESO	MDO	Rafael Vergara	100%	World
463	SERE	Jenni Higginson	Alejandro Jaen / William Paz	100%	World
464	SEX SEX DANCE (SEXY DANCE)	Paulina Rubio	Estefano	100%	World
465	SEXUAL LOVER (Y YO SIGO AQUI)	Paulina Rubio	Estefano	100%	World
466	SI DICES QUE TE VAS	Melina Leon	Miguel Blasco / Cesar Valle	100%	World
467	SI ELLA SUPIERA	Puppy Santiago	Omar Alfanno	100%	World
468	SI FUERAS MIA	Oscar D' Leon	Omar Alfanno	100%	World
469	SI LA NOCHE TE TRAJERA	Giselle	Estefano	100%	World
470	SI LA VES	Victor Manuelle	Omar Alfanno	100%	World
471	SI LA VES	Various	Omar Alfanno	100%	World
472	SI LA VES (BACHATA)	Various	Omar Alfanno	100%	World
473	SI LO NUESTRO ACABO	Pablo Montero	Omar Alfanno	100%	World
474	SI MIRAS ATRAS	Tommy Torres	Tomas Torres, Javier Diez	100%	World
475	SI NO ES MUCHO PEDIR	Alejandro Montaner	Erika Ender / Alejandro Jaen	100%	World
476	SI TE VAS	Frank Ceara	Frank Ceara	100%	World
477	SI TE VAS TE OLVIDO	Diomedes Diaz	Gustavo Corralos	100%	World
478	SI TU SUPIERAS	Giro	Omar Alfanno	100%	World
479	SI TU SUPIERAS (CRISTIANA)	Domingo Quiñones	Omar Alfanno	100%	World
480	SI YO VUELVO A ENCONTRARLA	Tony Vega	Omar Alfanno	100%	World
481	SIEMPRE ACABO IGUAL	Gilberto Santa Rosa	Omar Alfanno	100%	World
482	SIEMPRE ESTARE	Compañía Limitada	Juan Pulido / Camilo Jaramillo	100%	World
483	SIEMPRE TU	Malu	Estefano	100%	World
484	SIEMPRE UN POCO MAS	Domingo Quinones	Omar Alfanno	100%	World
485	SIENTO	Melina Leon	Jose Gazmey	100%	World
486	SIGO ENAMORADO	Johnny Rivera	Yoel Henriquez	100%	World
487	SIGO ROMANTICO	Douglas	Claudio Prado / Douglas	100%	World
488	SIGUES AQUI	Douglas	Erika Ender	100%	World
489	SILOE	Compañía Limitada	Juan Pulido / Camilo Jaramillo	100%	World
490	SIMPLEMENTE	Chayanne	Estefano	100%	World
491	SIMPLEMENTE AMIGOS	Ana Gabriel	Ana Gabriel	100%	World
492	SIN AIRE	Paulina Rubio	Estefano	100%	World
493	SIN MENTIRAS	Yambao	Wilman Mosquera	100%	World
494	SIN QUERER QUERIENDO	Victor Manuelle	Pedro Azael	100%	World
495	SIN TI	MDO	Omar Alfanno	100%	World
496	SIN TI	Various	Omar Alfanno	100%	World
497	SIN TI TODO ANDA MAL	Malu	Julio Reyes/ Estefano	100%	World
498	SKAPATE	Desorden Público	Antonio Rojas / Horacio Blanco	100%	World
499	SOBREDOSIS DE AMOR	Anahi	Estefano	100%	World
500	SOBREDOSIS DE AMOR	Anahi	Geronimo/ Paz		World
501	SOFIA	Son By Four	Omar Alfanno	100%	World
502	SOLO DAME AMOR	Millie Quezada	Omar Alfanno	100%	World
503	SOLOS TU Y YO	Menudo	Alejandro Jaen / William Paz	100%	World
504	SOMEONE HELP ME!	MDO	Abel Talamantez / Tomas Torres / Alexis Grullon	100%	World
505	SU RECUERDO	Tony Vega	Omar Alfanno	100%	World
506	SUAVE	Eduardo Verastegui	Estefano	100%	World
507	SUAVEMENTE	Elvis Crespo	Elvis Crespo	100%	World
508	SUBIDON	Fey	Ablanedo / Boradoni	100%	World

509	SUPERENAMORANDOME	Anahi	Estefano	100%	World
510	SURRENDER (SEXY DANCE)	Paulina Rubio	Estefano	100%	World
511	TALISMA	Luis Guilherme	Luis Guilherme	100%	World
512	TALISMAN	Jose Luis Rodriguez	Luis Guilherme	100%	World
513	TAN SOLA	Paulina Rubio	Estefano	100%	World
514	TAN SOLO TU Y YO	Frank ceara	Frank Ceara	100%	World
515	TARDE O TEMPRANO	Tony Vega	Omar Alfanno	100%	World
516	TE ACORDARAS DE MI	Olga Tañon	Yoel Henriquez	100%	World
517	TE AMARE	Gilberto Santa Rosa	Omar Alfanno	100%	World
518	TE AMARE	Menudo	Alejandro Jaen	100%	World
519	TE AMO	Noelia	Estefano	100%	World
520	TE CONOZCO BIEN	Marc Anthony	Omar Alfanno	100%	World
521	TE EXTRAÑO, TE OLVIDO , TE AMO	Ricky Martin	Carlos Lara	100%	World
522	TE LO PROMETO	Tito Nieves	Omar Alfanno	100%	World
523	TE ODIO	Jenni Higginson	Alejandro Jaen / William Paz	100%	World
524	TE PROPONGO TE CONFIESO TE PREGUNTO	Tony Vega	Omar Alfanno	100%	World
525	TE TUVE Y TE PERDI	Luis Enrique	Omar Alfanno	100%	World
526	TE VI	T De Tila	Mario Domm	100%	World
527	TE VOY A ENCONTRAR	Victor Manuelle	Omar Alfanno	100%	World
528	TENGO TU QUERER	Jose Luis Rodriguez	Estefano	100%	World
529	TENGO TU QUERER	Jose Luis Rodriguez	Estefano	100%	World
530	TEQUILA	Eduardo Verastegui	Estefano	100%	World
531	THE LAST GOODBYE	Paulina Rubio	Estefano	100%	World
532	THE RHYTHM	Patricia Manterola	Julio Reyes/Estefano	100%	World
533	TODA	Malu	Estefano	100%	World
534	TODO	DLG	Omar Alfanno	100%	World
535	TODO LO QUE TENGO	Alejandro Montaner	Erika Ender / Alejandro Jaen	100%	World
536	TOMA MIS MANOS	MDO	Tomas Torres / Abel Talamantez / Alexis Grullon / Didier Hernandez	100%	World
537	TRANQUILO	Tapon	Roberto de los Rios	100%	World
538	TRANQUILO NENE	Anahi	Estefano	100%	World
539	TRES DE ABRIL	Tommy Torres	Tomas Torres / Miguel Diez / Juan Carlos Bermudo	100%	World
540	TU	Noelia	Estefano	100%	World
541	TU AMOR CAYO DEL CIELO	Anahi	Estefano	100%	World
542	TU AMOR ES VITAL	Milly y Los Vecinos	Alejandro Jaen	100%	World
543	TU ERES LA REINA	Diomedes Diaz	Heman Urbina	100%	World
544	TU ME HACES SOÑAR	MDO	Abel Talamantez, Tomas Torres, Alexis Grullon	100%	World
545	TU NO SOSPECHAS	Jordi	Paz/Vergara/Jaen	100%	World
546	TU RECUERDO (BALLAD VERSION)	Robert Avallanet	Yoel Henriquez	100%	World
547	TU RECUERDO (SALSA VERSION)	Robert Avallanet	Yoel Henriquez	100%	World
548	TU REGRESARAS	Cindy Lara	Alejandro Jaen / Normandia Gonzalez	100%	World
549	TU REGRESO	Charlie Cardona	Jorge E. Lopez	100%	World
550	TU SONRISA	Elvis Crespo	Elvis Crespo	100%	World
551	TUM TUM	MARTIN	Estefano	100%	World
552	TUMBALAHI	Vertigogo	Carlos de France / Rafa Legisima	100%	World
553	UN AMOR VERDADERO	Jerry Rivera	Omar Alfanno	100%	World
554	UN HOMBRE AFORTUNADO	Luis Enrique	Omar Alfanno	100%	World
555	UN HOMBRE DE VERDAD	Melina Leon	Omar Alfanno	100%	World

556	UN HOMBRE DE VERDAD (BALLAD)	Melina Leon	Omar Alfanno	100%	World
557	UN HOMBRE ENAMORADO	Tony Vega	Omar Alfanno	100%	World
558	UN TIPO COMUN	Tito Nieves	Omar Alfanno	100%	World
559	UN TIRO AL AIRE	Corvo	Ernesto Patiño	100%	World
560	UN TROCITO DE CIELO	Jacl velasquez	Alejandro Jaen/ Antonio Rayo/ Rafael Vergara	100%	World
561	UNA CANCION	Los de Adentro	Jose Matera / Johan Daccarett	100%	World
562	UNA MUJER	Maldo	Omar Alfanno	100%	World
563	UNA MUJER COMO TU	Eddie Santiago	Omar Alfanno	100%	World
564	UNA VEZ MAS	Tony Vega	Omar Alfanno	100%	World
565	VALE LA TRAICION	Luis Enrique	Omar Alfanno	100%	World
566	VALS PARA UNA NOVIA	Alejandro Jaen	Alejandro Jaen / William Paz	100%	World
567	VAMOS	Franco	Omar Alfanno / Irma Quiroz	100%	World
568	VAMOS	Irma	Omar Alfanno / Irma Quiroz	100%	World
569	VEINTE PARA LAS DOCE	Coda	Maneses / Rosas/ Orozco/ Márquez/ Hurtado	100%	World
570	VEN CONMIGO	Johnny Rivera	Ricardo Vizuete	100%	World
571	VIDEOGRAMA DEL TEMA CUPIDO	MARTIN	Estefano	100%	World
572	VIVE	Milly Quezada	Jose Antonio Rodriguez	100%	World
573	VIVO LA LOCURA	Eduardo Verastegui	Estefano	100%	World
574	VOLTA	Luis Guilherme	Estefano/ Luis Guilherme	100%	World
575	VOLVERAS A MI	Anahi	Estefano	100%	World
576	VOY A PROMETERME	Victor Manuelle	Victor Ruiz Velazquez	100%	World
577	VOY A VOLVERTE LOCA	Alejandro Montaner	Vergara/Diez	100%	World
578	VOY A VOLVERTE LOCA	Alejandro Montaner	Rafael Vergara / Francisco Javier Diez	100%	World
579	VUELA LIBRE	Jerry Rivera	Omar Alfanno	100%	World
580	VUELA MAS ALTO	Onda Vaselina	Jose R. Florez / Remi Causse	100%	World
581	VUELA MUY ALTO	Jerry Rivera	Estefano	100%	World
582	VUELTAS EN EL AIRE	Thalia	Julio Reyes/ Estefano	100%	World
583	VUELTAS Y VUELTA	Innis	Estefano	100%	World
584	VUELVE	Adrian Marchant	Adrian Marchant	100%	World
585	VUELVE	Byron	Omar Alfanno	100%	World
586	VUELVE	Donato & Estefano	Estefano	100%	World
587	VUELVE OTRA VEZ	Sandra Torres	Omar Alfanno	100%	World
588	VUELVE YA	Puppy Santiago	Omar Alfanno	100%	World
589	Y HUBO ALGUIEN	Marc Anthony	Omar Alfanno	100%	World
590	Y HUBO ALGUIEN (BACHATA)	Benny Gabriel	Omar Alfanno	100%	World
591	Y YO SIGO AQUI	Paulina Rubio	Estefano	100%	World
592	YO NO LO ENTIENDO	Noelia	Estefano	100%	World
593	YO NO SE PERDER	Eduardo Verastegui	Estefano	100%	World
594	YO NO TE OLVIDO	Alejandro Jaen	Alejandro Jaen	100%	World
595	YO NO TENGO CORAZON	MDO	Alejandro Jaen / William Paz	100%	World
596	YO SI ME ENAMORE	Huey Dunbar	Alejandro Jaen / William Paz	100%	World
597	YO TE AMO	Chayanne	Estefano	100%	World

EXHIBIT CO 0577

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 16, 2003 Agreement

BLANKET RINGTONE LICENSE AGREEMENT

This ringtone license agreement (the "Agreement") is made and entered into as of May 16, 2003 (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").

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

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

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

1. GRANT OF RIGHTS/RESTRICTIONS/PROCEDURES

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

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

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

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

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

2. COMPANY OBLIGATIONS

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

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

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

(d) Company shall, only 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 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) the equivalent in U.S. currency (at the then current rate of exchange) of REDACTED (the "Brazil License Fee"; together with the ex-Brazil License Fee, the "Ringtone License Fee"). For the avoidance of doubt, if more than one Ringtone is created using the same Composition, Company shall pay a Brazil License Fee in respect of each such Ringtone.

(b) Fixation Fees.

(i) Omitted without implication

(c) If at any time during the Term hereof Company pays any license fee, royalty, fixation see, 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.

(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.

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; (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 [Insert ringtone type] 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 6 herein.

(j) "Territory" means the United States of America, Canada, Mexico, Brazil, Argentina, Paraguay, Venezuela, Panama, Chile, and Columbia.

(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: [signature]

Name: Jones Kaul

Title: Director, Bus. Affairs

Date: 5/20/04

REDACTED

EXHIBIT CO 0578

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

March 31, 2003 Agreement

BLANKET RINGTONE LICENSE AGREEMENT

March 31, 2003 (AK) 7/29/04

This ringtone license agreement (the "Agreement") is made and entered into as of ~~July 21, 2004~~ (the "Effective Date"), by and between SONY/ATV MUSIC PUBLISHING LLC, a Delaware limited liability company, 550 Madison Avenue, New York, New York 10022 (hereinafter "Publisher" or "Sony) on the one hand, and . Redacted

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

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

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

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

1. GRANT OF RIGHTS/RESTRICTIONS/PROCEDURES

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

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

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

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

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

2. COMPANY OBLIGATIONS

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

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

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

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

3. TERM

The Term of this Agreement shall commence on the Effective Date and end on the date that is twenty four (24) months thereafter, unless earlier terminated by either party hereto as hereinafter set forth.

4. ADVANCE

Redacted

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) Redacted

(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 Kingdom; (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 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; (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 6 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:

Redacted

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: Jonas Kant

Title: Director, K.A.

Date: 7/29/04

Redacted

EXHIBIT CO 0579

Document Category

Licenses

Song Code(s):

US Song Code(s)

Song Title(s): N/A

Composer(s): N/A

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

Recording Artist: N/A

Product Title: N/A

Licensee: Redacted

Product Number: N/A

Description: Blanket Ringtone License Agreement w/ Schedule A

November 8, 2002 Agreement

Ring Tone License Agreement ("License")

License Date: November 8, 2002

Licensor: Sony/ATV Music Publishing LLC ("**Licensor**")
8 Music Square West
Nashville, TN 37203
Attn: Michael Riggs

Licensee: Redacted

Compositions: All musical compositions listed on Schedule A (attached hereto and incorporated by reference) ("**Compositions**"). Licensor acknowledges that Licensee may intend to use additional compositions from time to time as Ring Tones(as defined below), and that Licensee will supply Licensor from time to time with a list of proposed musical compositions to be added to Schedule A, subject to Licensor's approval.

Length: No use of any Composition as permitted hereunder shall exceed thirty (00:30) seconds.

Reproduction Royalty: The greater of the following: a) Redacted per completed transmission, download or other delivery of a Ring Tone to a consumer end-user or upload or other reproduction of a Ring Tone by Licensee (or authorized by Licensee pursuant to the terms hereof) onto the servers (or other computer databases) from which Ring Tones will be made available or delivered to consumer end-users, or b) Redacted of all Revenue. As used herein, "**Revenue**" shall mean all cash sums earned and received, and/or due and owing to, Licensee from all forms of exploitation of the Compositions authorized, permitted or sublicensed by Licensee including but not limited to 1) any and all advertising revenue earned by Licensee from any web site or web page controlled by Licensee and upon which the Ring Tones are featured and 2) the reasonable value of goods, services or credits received by Licensee from any source in lieu of cash payments for the exploitation of Ring Tones licensed hereunder. With respect to any co-published Compositions, the Reproduction Royalty specified above in subsection a) shall be pro-rated.

Performance Royalty: Redacted per completed transmission, download or other delivery of a Ring Tone to a consumer end-user or upload or other reproduction of a Ring Tone by Licensee (or authorized by Licnesee pursuant to the terms hereof) onto the servers (or other computer databases) from which Ring Tones will be made available or delivered to consumer end-users.

Fixation Fee: Redacted per Composition listed on Schedule A payable upon the execution hereof ("**Fixation Fee**"); for those

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compositions subsequently added to Schedule A, payment of the Fixation Fee shall be due within ten (10) days after Licensor approves the modification of Schedule A.

Most Favored Nations: If at any time during the Term hereof, Licensee pays any royalty and/or other sums, or offers any other financial terms or economic benefits, for the same or equivalent rights as granted herein to any other publisher, administrator 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 Royalty, Fixation Fee specified above, Licensee shall pay such royalty and offer such other financial terms to Licensor retroactively to the account period during which such higher royalty and other sum(s) are accounted to such other publisher, administrator or owner.

Territory: The United States of America and Canada, Central America, South America

Term: One (1) year from the date hereof ("Term").

1. Grant of Rights: Solely with respect to Licensor's fractional ownership interest in the each Composition (as specified on Schedule A hereto), Licensor grants to Licensee the non-exclusive right, privilege and license, during the Term and throughout the Territory, (a) to create monophonic or polyphonic only ring tone sound recordings of the music, but not any lyrics, of the Compositions in MIDI, WAV or similar downloadable and transmittable digital data formats ("Ring Tones"), (b) to reproduce the Ring Tones onto Licensee's computer server(s) solely for its internal business purposes and for subsequent distribution to consumer end-users, (c) to distribute, deliver and transmit, and to permit the approved sublicensee(s) listed below to deliver, distribute and transmit, the Ring Tones over the Internet (or any successor global computer network) or over a regional wireless transmission network for transfer onto consumers' individual telecommunications devices solely for such consumers' personal use, (d) to promote and advertise Licensee's ring tone service using segments of the ring tones not to exceed fifteen seconds (15) seconds. Any Ring Tone owned or controlled by Licensor used in any advertisement must be approved by Licensor prior to use; and (e) to publicly perform the Ring Tones as contemplated under this License. Except as contemplated under Section 1(d), no right is granted to Licensee hereunder to use the music or the lyrics of any Composition in connection with any advertisement, commercial or in any printed form, including but limited to isolating or positioning a Ring Tone in a way that could be construed as advertising or promoting any product or service, including any promotion of Licensee's products or services. Notwithstanding the foregoing, direct links to web sites selling recordings embodying the Compositions or direct links to web pages providing information on the songwriters and performing artists of the Compositions shall not be deemed a prohibited use hereunder. All rights not specifically granted herein are reserved by Licensor.

Approved sublicensee(s):

Territory	Operator	Service Name

Redacted

MM

REDACTED

2. Licensee Obligations:

(a) Licensee agrees to comply with any and all restrictions communicated to Licensee by Licensor relating to Territory, name and likeness, use restrictions and any other restrictions to which Licensor may be contractually bound.

(b) In the event that Licensor shall request that Licensee cease exploiting any Composition pursuant to the rights granted hereunder prior to the expiration of the Term, Licensee shall do so as soon as practicable after receiving notice of such request.

(c) If so requested by Licensor, Licensee shall make available to Licensor any aggregate, non-identifiable end-user data Licensee collects relating to the consumer end-users who download or otherwise receive the Ring Tones licensed hereunder. Any such data shall be made available to Licensor, on a regular basis during the Term and for sixty (60) days after the Term, in all formats maintained by Licensee.

3. Royalty and Royalty Accountings:

(a) In consideration for the rights granted herein, Licensee shall pay to Licensor the Royalty and the Fixation Fees as specified herein.

(b) Licensee shall render to Licensor true and detailed accounting statements, in electronic or digital format, of all royalties payable hereunder no less often than forty-five (45) days following the end of each calendar quarter of the Term. The statements shall report all royalty bearing transactions on a Composition-by-Composition basis and country-by-country basis, including but not limited to reporting on each Composition by title, songwriter, the number of transmissions, downloads or deliveries of such Composition, and the resultant royalty payable hereunder. Each accounting statement shall be accompanied by payment to Licensor of all royalties due.

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(c) All payments to Licensor 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) Licensee shall maintain accurate and complete records and accounting books with regard to the licensing and exploitation of the Compositions, including but not limited to, all information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit such records and books. Licensor may make such an examination for a particular statement only once. Upon no less than thirty (30) days notice, Licensor may conduct such audit only during Licensee's normal business hours, and only at the place where Licensee keeps such records and books to be examined. Any audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in underpayment to Licensor of five (5%) percent or more of the total amount accounted to Licensor during the accounting periods audit, the Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment. Any royalties owed and unpaid to Licensor shall accumulate interest at the composite "prime rate" (as published in the Wall Street Journal) plus two (2%) percent.

4. Termination:

(a) Licensor may terminate this License by giving Licensee notice in any of the following circumstances:

(i) Licensee fails to perform any of its obligations under this License for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensee's receipt of written notice such failure.

(ii) Licensee attempts to assign any of its rights under this License without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or any of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock as of the date of this License, without Licensor's prior written consent.

(b) This License will terminate automatically, without notice, if any of the following occurs:

(i) Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent.

(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 Licensee or its assets.

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(c) A termination of the License under this Section 4 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall delete, or cause to be deleted, the Ring Tones from any database or computer server which might be used to transmit, deliver or otherwise distribute the Ring Tones to any consumer end-user, and Licensee shall make no further use whatsoever of the Compositions or the Ring Tones. Licensee shall destroy all existing copies of the Ring Tones and furnish to Licensor an affidavit of destruction within fifteen (15) days after the end of the Term.

5. Notices: All notices under this License will be in writing and will be given by registered or certified mail, return receipt requested, at the respective addresses shown above or such other address as either party shall designate. Notices shall be deemed given when mailed, except that a notice of change of address shall be effective only from the date of its receipt.

6. Warranties, Representations, and Indemnities:

(a) Licensor represents, warrants and agrees as follows (with respect to its respective fractional interests in the Compositions described in Schedule A) that it has the full right, power and authority to enter into this License and to grant to Licensee all the rights hereunder on the terms and conditions set forth herein.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee's principal place of business is located within the United States of America.

(ii) Licensee shall track and maintain records of the countries in which Ring Tones are downloaded, transmitted, delivered or otherwise distributed.

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7. Miscellaneous:

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

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

(e) This License will not become effective until executed and delivered by Licensor and Licensee.

SONY/ATV MUSIC PUBLISHING, LLC

By: _____

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Title	Artist	Writer	Sony % Collected	US % Licensed	Territories
Day In The Life	Beatles	Lennon /McCartney	Sony/ATV Tunes LLC 66.67% 33.33% EMI	100%	Worldwide
(I've Had) The Time Of My Life	Officer & A Gentleman	J. DeNicola,D. Markowitz, F. Previte	12.50%	12.50%	World Wide
3 x 5	John Mayer	Mayer	100.00%	100.00%	Worldwide
911	Wyclef Feat. Mary J Blige	Jean; DuPlessis; Brown; Cadet	47.50%	47.50%	World Wide
A Day In The Life	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100%	World Wide
A Little Respect	Erasure	Bell/Bell/Martin	100%	100%	World Wide
Across The Universe	Beatles	Lennon/McCartney	66.67%Sony, 33.33% EMI	100%	World Wide
Adia	Sarah McLachlin	McLachlin/P. Marchand	50%	50%	World Excluding Canada
Aerials	System of a Down	Malakian / Tankian / Odadjian / Dolmayan	100.00%	100.00%	Worldwide
Air	Ben Folds Five	Ben Folds, Darren Jessee, Robert Sledge	100%	100%	World Wide
All I Wanna Do	Sheryl Crow	Gilbert, Kevin	Sony/ATV Tunes LLC (ASCAP) 16.50%	17%	World Wide
All My Lovin	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100%	Sony Control World Ex France, Belgium, Luxembourg Where Mca France Controls For Life Of Copyright
All Of The Above	Ty England	Waters, Chris	Sony/ATV Songs Inc. o/b/o itself, Tree Publishing & Chris Waters Music (BMI) 50%	50%	World Wide
All Together Now	Beatles	Lennon/McCartney	66.67%Sony, 33.33% EMI	100%	World Wide

All You Need Is Love	Beatles	Lennon John/Mc Cartney Paul	66.67%Sony, 33.33% EMI	100%	World Wide
Amazed	Poe	Danielewski Annie	60%	60%	World Wide
America	Neil Diamond	Diamond	100%	100.00%	Worldwide
And I Love Her	Beatles	Lennon John/Mc Cartney Paul	66.67%Sony, 33.33% EMI	100%	World Wide
Angel	Sarah McLauchlan	S McLachlan	100%	100%	World Excluding Canada
Baby I'm A Want You	Bread	Gates David A	100%	100%	World Wide
Baby You're A Rich Man	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100%	World Wide
Back in The USSR	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100%	World Wide
Bad Case Of Loving You	Robert Palmer	John Martin	100% Sony/ATV Songs	100%	World Wide
Bama Lama Bama Loo	Little Richard	Penniman	100% Sony/ATV Songs	100%	World Wide
Be Bop A Lula	Gene Vincent	Davis/Vincent	83.33% Sony/ATV Songs	83.33%	US & Canada
Because	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100%	World Wide
Beer Thirty	Brooks and Dunn	Dunn, Ronnie G.	Sony/ATV Songs LLC o/b/o itself, Tree Publishing Co. & Showbilly Music (BMI) 50%	50%	World Wide
Being For The Benefit Of Mr. Kite	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100%	World Wide
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%	World Wide
Birthday	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100%	World Wide
Blackbird	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100%	World Wide
Blue Jay Way 1	Beatles	Harrison	100%	100%	World Wide
Blue Jay Way 2	Beatles	Harrison	100%	100%	World Wide
Born Free	Roger Williams	Barry John/Black Donald	100%	100%	World Wide

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%	World Wide
Brass Monkey	Beastie Boys	Rubin / Horowitz / Yauch / Diamond	50%	50.00%	Worldwide
Brick	Ben Folds Five	Folds/Jessee	100%	100%	World Wide
Bug A Boo	Destiny's Child	Briggs, Burrus, Knowles, Roberson, Rowland, Luckett	7.50%	7.50%	Worldwide
Building A Mystery	Sarah McLachlin	Sarah McLachlin	100%	100%	World X Canada
Bulls On Parade	Rage Against The Machine	Rocha / Commerford / Morello / Wilk	100%	100.00%	Worldwide
Burning Love	Elvis Presley	Linde Dennis	100%	100%	World Wide
Can't Buy Me Love	Beatles	J. Lennon, P. McCartney	100%	100%	World Wide
Can't Buy Me Love1	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100%	World Wide
Can't Buy Me Love2	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100%	World Wide
Carry That Weight	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100%	World Wide
Chains Of Love	Erasure	Bell/Bell/Martin	100%	100%	World wide
Chicago	Graham Nash	G. Nash	100%	100%	World Wide
Chop Suey	System of a Down	Malakian / Tankian / Odadjian / Dolmayan	100%	100.00%	Worldwide
Come Together	Beatles	Lennon John/Mc Cartney Paul	64.167% Sony, 35.833 EMI	100%	World Wide
Control	Poe	Danielewski Annie	60%	60%	World Wide
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%	World Wide

Crazy	Patsy Cline	Nelson Willie (USA)	100%	100%	World excluding Belgium, France, Greece, Austrailia, Brazil, Germany, Austria, Switzerland, Holland, Scandinavia, Italy, South Africa, UK, New Zealand
Dang Me	Roger Miller	Miller	100%	100%	US, Canada, British Isles, Ireland, Sweden, Denmark, Finland, Norway, Austrailia, Austrailasia, Italy, France
Day Tripper	Beatles	J. Lennon, P. McCartney	100%	100%	World Wide
Day Tripper	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100%	World Wide
Dear Prudence	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100%	World Wide
Department Of Youth	Alice Cooper	Cooper/Ezrin/Wagner	50% Sony, 50% Undercut Music	50%	World Wide
DIVORCE	Tammy Wynette	Babcock/Putman	100%	100%	World Wide
Dizzy	Tommy Roe	Roe/Weller	50% Sony/ATV Songs	50%	World Wide
Don't Change Your Plans	Ben Folds Five	Ben Folds	100%	100%	World Wide
Don't Know Why	Nora Jones	Jessie Harris	100%	100%	World Wide
Don't Let Me Down	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100%	World Wide
Don't Stop	ATB	Tanneberger	100%	100%	World Wide
Drive My Car	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100%	World Wide

Eastenders Theme	Eastenders	May/Osborne	100%	100%	World Wide
Eight Days A Week	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100%	World Wide
Eleanor Rigby	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100%	World Wide
Eternal Flame	Bangles	Steinberg/Kelly/Hoffs	66.67% Sony, 33.33% Bangophile music	66.67%	World Wide
Every Little Thing She Does	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100%	World Wide
Everybody's Got Something To Hide	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100%	World Wide
Everything I Own	Bread	Gates, David A.	Sony/ATV Tunes LLC (ASCAP)	100%	World Wide
Fixing A Hole	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100%	World Wide
Fool On The Hill	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100%	World Wide
For No One	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100%	World Wide
Fraggle Rock 1	Muppets	P. Balsam, D. Lee-D. Gillis?	100%	100%	World Wide
Fraggle Rock 2	Muppets	P. Balsam, D. Lee-D. Gillis?	100%	100%	World Wide
Freak-A-Zoid	Midnight Star	Calloway/Loveless/Simmons	100%	100%	World Wide
Games People Play	Joe South	Joe South	100%	100%	World Wide
Get Back	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100%	World Wide
Get Free	The Vines	Nicholls	100%	100%	World X Australia/New Zealand
Getting Better	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100%	World Wide
Getting' Jiggy Wit It	Will Smith	Rodgers / Edwards / Smith	30%	30.00%	Worldwide
Ghetto Superstar	Pras	Pras/Jean/Gibb/Gibb/Gibb/Jones	15%	15%	World Wide
GI Joe Cues	TV Show Music	Bryant / Douglas / Walsh	100%	100.00%	Worldwide
Girl	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100%	World Wide
Girl You'll Be A Woman Soon	Neil Diamond	Diamond	100%	100.00%	Worldwide
Girls Just Wanna Have Fun	Cindi Lauper	R. Hazard	100%	100%	World Wide

Give Peace A Chance	John Lennon	J. Lennon	64.167% Sony, 35.833 EMI	100%	World Wide
Glass Onion	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100%	World Wide
Golden Slumbers	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100%	World Wide
Goldfinger	Goldfinger	L. Bricusse, A. Newley, J. Barry	100%	100%	World Wide
Gone Til November	Wyclef Jean	Jean, Wyclef	Sony/ATV Tunes LLC / Huss-Zwingli Publishing Inc. (ASCAP) 100%	100%	Worldwide
Good Day Sunshine	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100%	World Wide
Good Morning	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100%	World Wide
Good Times	Chic	Rogers, Nile G. , Bernard Edwards	Sony Songs Tommy Jymi Inc. (BMI) 50%	50%	World Wide
Got To Get It	Sisqo	West / Andrews	40%	40.00%	Worldwide
Got To Get You Into My Life	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100%	World Wide
Green Green Grass Of Home	Tom Jones; Porter Wagoner	Putman	100%	100%	US, Canada, British Isles, Ireland, Sweden, Denmark, Finland, Norway, Austrailia, Austrailasia, Italy, Switzerland, S. Africa, Belgium, Luxemburg, Dr. Boytha & Dr. Moya of Artijus-Hungary

Hampsterdance Song		DeBoer / Grace / Miller	66.67%	66.67%	SMP controls only in US, Canada, Central America ans Mexico
Happiness Is A Warm Gun	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100%	World Wide
Happy Radio (City Till I Die)	Bradford	Edwin Starr	100%	100%	World Wide
Hard Day's Night	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100%	World Wide
Haunted	Poe	Danielewski Annie	58%	58%	World Wide
Heartaches By The Number	Dwight Yoakim	Howard	100%	100%	World Wide
Heartbreak Hotel	Elvis Presley	Axton/Durden/Presley	100%	100%	World Wide
Hello Goodbye	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100%	World Wide
Help	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100%	World Wide
Helter Skelter	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100%	World Wide
Here There & Everywhere	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100%	World Wide
Hey Jude 1	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100%	World Wide
Hey Jude 2	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100%	World Wide
Hey Pretty	Poe	Danielewski Annie	50%	50%	World Wide
Highly Evolved	The Vines	Nicholls	100%	100%	World X Australia/New Zealand
Hit Me With Your Best Shot	Pat Benatar	E.Schwartz	100%	100%	Worldwide
Home and Dry	Pet Shop Boys	Tennant/Lowe	100%	100%	World wide
Honey Pie	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100%	World Wide

Husbands and Wives	Brooks & Dunn	Miller	100%	100.00%	World Ex Denmark, Finland, Iceland, Sweden, Norway, Italy, British Isles, Eire, S. Africa, Auatralia, and France
Hush	Larry Williams / Deep Purple	Joe South	100% Sony/ATV Songs	100%	World Wide
I Am The Walrus (Fr "Magical Mystery Tour)	Beatles	Mc Cartney, Paul , John Lennon	Sony/ATV Tunes LLC (ASCAP) 100%	100%	World Wide
I Could Fall In Love	Selena	Thomas	100%	100.00%	Worldwide
I Feel Fine	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100%	World Wide
I Gotta Get Drunk	Willie Nelson	Nelson	100%	100%	World excluding Austrailia, New Zealand, Belgium, Brazil, UK, Germany, Austria, Switzerland, Italy, Scandinavia, Greece, Holland, South Africa
I Love The Nightlife	Alicia Bridges	Bridges/Hutcheson	100% Sony/ATV Songs	100%	World Wide
I Love You	Martina McBride	Hyler / Follese / Follese	33.33%	33.33%	World ex. Italy
I Need To Know	Marc Anthony	Mark Anthony/Marc Rooney	100%	100%	World Wide
I Should've Known Better	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100%	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%	World Wide
I Wanna Love You Forever	Jessica Simpson	Louis Biancaniello ,Watters, Samuel J.	Sony/ATV Tunes LLC o/b/o S M Y 50%	50%	World Wide
I Will	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100%	World Wide
I Will Remember You	Sarah McLachlin	McLachlin/Egan/Morenda	40%	40%	World excluding Canada
If	Bread	Gates David A	100%	100%	World Wide
If I Needed Someone	Beatles	Harrison	100%	100%	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%	World Wide
I'll Follow The Sun	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100%	World Wide
I'm In The Mood	Alabama	Rogers / Anderson	100.00%	100.00%	Worldwide
I'm Looking Through You	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100%	World Wide
I'm Only Sleeping	Beatles	Lennon / Mccartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
I'M OUTTA LOVE	ANASTACIA	Anastacia, Sam Watters, Louis Biancaniello	42.50%	42.50%	Worldwide
I'm So Tired	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100%	World Wide
In My Life	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100%	World Wide
In The Ghetto	Presley, Elvis	M Davis	75%	75%	World Wide

In The Summertime	Mungo Jerry	R. Dorset	50%	100%	World Ex: Germany, Austria, Switzerland, Czech Republic, Slo ,Hungary, Rumania, Former Yugoslavia, France (Inc. Dom/Tom, Mandorra, Lebanon, Morocco) And Luxembourg)
Independent Women Part 1	Destiny's Child	Mark Rooney / / Jean Claude Olivier / Beyonce Knowles	Sony/ATV Songs LLC / Cori Tiffani Publishing / Colpix Music, Inc, ENOT Publishing (BMI) . Sony/ATV Tunes LLC / New Columbia Pictures Music, Inc, EKOP Publishing / Beyonce Publishing (ASCAP) 100%	100%	World Wide
Inside Out	Trisha Yearwood	Adams / Peters	100%	100.00%	Worldwide
It's Only Love	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100%	World Wide
I've Just Seen A Face	Beatles	Lennon / Mccartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
Jenny Jenny	Little Richard	Johnson Enotris/Penniman Richard W	100%	100%	World Wide
Julia	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100%	World Wide
Jumpin' Jumpin'	Destiny's Child	Elliot, Knowles, Moore, Alexander	50%	50%	Worldwide
Key Largo	Bertie Higgins	Higgins E Elbert Joseph/Limbo Sonny	75%	75%	World Wide

Killing Me Softly With His Song	Roberta Flack; Fugees	Fox Charles/Gimbel Norman	50%	50%	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.
King Of The Road	Roger Miller	Roger Miller	100%	100%	Worldwide excluding UK, S.Africa, Benelux, Scandinavia, Australasia, Italy, France, Brazil, Argentina, Chile, Uruguay, Germany, Austria, Japan
Lady Madonna	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100%	World Wide
Last Christmas	Traditional	Bonnie Guitar	100%	100%	World Wide
Laughter In The Rain	Neil Sedaka	Cody Phillip/Sedaka Neil	12.50%	12.50%	World Wide
Le Freak	Chic	Rogers, Nile G. , Bernard Edwards	Sony/ATV Songs LLC (BMI) 50%	50%	World Wide
Lesson In Leavin'	Jo Dee Messina	Brent Maher/Randy Goodrum	50.00%	50%	World Wide
Let It Be	Beatles	Lennon John/Mc Cartney Paul	64.167% Sony, 35.833 EMI	100%	World Wide

Let's Go To Vegas	Faith Hill	Staley, Karen R.	Sony/ATV Tunes LLC (BMI) 100%	100%	World Wide
Like A Virgin	Madonna	Billy Steinberg , Tom Kelly	100%	100%	World Wide
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
Long & Winding Road	Beatles	Lennon John/Mc Cartney Paul	64.167% Sony, 35.833 EMI	100%	World Wide
Losing Lisa	Ben Folds	Ben Folds, Frally Hynes	95%	95%	World Wide
Lovely Rita	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100%	World Wide
Love's The Only House	Martina McBride	Douglas / Cason	50%	50.00%	Worldwide
Lucille	Kenny Rogers	Bowling Roger Dale/Bynum Hal	100%	100%	World Wide
Lucy In The Sky With Diamonds	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100%	World Wide
Magical Mystery Tour	Beatles	Lennon, John W. McCartney, Paul	Sony/ATV Tunes LLC (ASCAP) 100%	100%	World Wide
Make It With You	Bread	Gates David A	100%	100%	World Wide
Mammas Don't Let Your Babies Grow Up To Be Cowboys	Willie Nelson	E. Bruce, P. Bruce	100%	100%	World Wide
Marha My Dear	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100%	World Wide
Maria Maria	Santana	Jean/Duplessis/Santana/Perazzo/Rekow	65%	65%	World Wide
Marrakesh Express	Crosby, Stills & Nash	G. Nash	100%	100%	World Wide
Maxwell's Silver Hammer	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100%	World Wide
Mean Mr. Mustard	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100%	World Wide
Mess	Ben Folds Five	Ben Folds	100%	100%	World Wide
Michelle	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100%	World Wide

Mother Nature's Son	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100%	World Wide
Mountain Dew	Willie Nelson	Wiseman/Lunsford	50%	50%	World Wide
Mountain Dew	Willie Nelson	Wiseman/Lunsford	50%	50.00%	World Wide
Mountain Music	Alabama	Owen	100%	100.00%	World ex. Belgium / Holland / and Luxembourg
Muppets Show Theme	Muppets	Henson; Pottle	100%	100%	World Wide
My Baby You	Marc Anthony	Afanasieff, Walter N., Muniz, Mark A.	Sony/ATV Tunes, LLC (ASCAP) 100%	100%	World Wide
My Love Is Your Love	Whitney Houston	Jean Nel Wyclef/Duplessis	75%	75%	World Wide
New York Groove	Ace Frehley	Ballard	100%	100.00%	Worldwide
No More Mr. Nice Guy	Alice Cooper	Cooper/Bruce	100% Sony/ATV Songs	100%	World Wide
No Parking (On The Dance Floor)	Midnight Star	Calloway/Loveless/Simmons	89%	89%	World Wide
No Reply	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100%	World Wide
No Shelter	Rage Against The Machine	Rocha / Commerford / Morello / Wilk	100%	100.00%	Worldwide
No Such Thing	John Mayer	Mayer / Cook	85.00%	85.00%	Worldwide
Norwegian Wood (This Bird Has Flown)	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100%	World Wide
Not Gon' Cry	Mary J. Blige	Edmonds	87.50%	87.50%	Worldwide
Nowhere Man	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100%	World Wide
Ob La Di Ob La Da	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100%	World Wide
Oh Darling	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100%	World Wide
On The Inside (Theme from "Prisoner")	Lynne Hamilton	CASWELL DAVID ALLAN	100%	100%	World Wide

One More Chance	Notorious B.I.G.	Carl 'Chucky' Thompson (/ Christopher Wallace /Sean Combs / Norman Glover / Reginald D. Ellis	Sony/ATV Songs LLC / Ninth Street Tunnel 16.67%	16.67%	Worldwide
Outta The Way	The Vines	Nicholls	100	100.00%	World X Australia/New Zealand
One Voice	Billy Gilman	Cook, Malloy	50%	50%	World Wide
Our House	Crosby, Stills, Nash & Young	G. Nash	100%	100%	World Wide
Paperback Writer	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100%	World Wide
Penny Lane	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100%	World Wide
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. 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%	Worldwide
POISON	ALICE COOPER	Cooper, Child, McCurry	42.50%	42.50%	Worldwide
Pop A Top	Alan Jackson	Stuckey	100%	100.00%	Worldwide

Pretty Paper	Roy Orbison	Nelson	100%	100.00%	Worldwide EX - Australia, New Zealand, Benelux, Brazil, UK, Germany Austria, Switzerland, Italy, Scandinavia, Denmark, Iceland, and France
Prison Song	System of a Down	Malakian / Tankian / Odadjian / Dolmayan	100%	100.00%	Worldwide
Rain	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100%	World Wide
Rainbow Connection	Kermit The Frog	Ascher/Williams	100%	100%	World Wide
Rapper's Delight	Sugarhill Gang	Rodgers / Edwards	50%	50.00%	Worldwide
Reaper (Don't Fear The)	Blue Oyster Cult	Roeser, Donald	Sony/ATV Tunes, LLC (ASCAP) 100%	100%	World excluding GAS and East Europe
Red Rag Top	Tim McGraw	Jason White	100%	100%	World Wide
Revolution	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100%	World Wide
Rock Around The Clock	Bill Haley	Max C. Freedman/J. Myers	75%	75%	US, Canada, & Mexico
Rocky Raccoon	Beatles	Lennon, John W., McCartney, Paul	Sony/ATV Tunes LLC(ASCAP) 100%	100%	World Wide
Run For You Life	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	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%	World Wide
Seargent Pepper's Lonely Hearts Club Band	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100%	World Wide
Sex As A Weapon	Pat Benetar	Steinberg/Kelly	Sony/ATV Tunes LLC 100%	100%	World Wide
Sexy Daddy	Destiny's Child	Beyonce Knowles Damon Elliott	Sony/ATV Tunes LLC / Beyonce Publishing (ASCAP) 60%	60%	World Wide
Sexy Sadie	Beatles	Lennon / McCartney	Sony/ATV Tunes LLC (ASCAP) 100%	100%	World Wide
She Came In through The Bathroom Window	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100%	World Wide
She Said, She Said	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100%	World Wide
Sheila	Tommy Roe	Roe Tommy	100%	100%	World Wide
She's A Woman	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100%	World Wide
She's Leaving Home	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100%	World Wide
Sittin' Up In My Room	Brandy	Edmonds	87.50%	87.50%	Worldwide
So Emotional	Whitney Houston	Steinberg/Kelly	100% Sony/ATV Tunes LLC	100%	World Wide
Someone To Love You	Ruff Endz	Rooney	100.00%	100.00%	Worldwide
Something Worth Leaving Behind	Lee Ann Womack	Beaver / Douglas	100.00%	100.00%	Worldwide
Sometimes When We Touch	Dan Hill	Hill Dan/Mann Barry	100%	100%	World excluding Canada

Somewhere Out There	Our Lady Peace	Maida / Taggart / Coutts	100.00%	100.00%	Worldwide
Son Of A Preacher Man	Tanya Tucker; Dustry Springfield	Hurley/Wilkins	100%	100%	World Wide
Song For the Dumped	Ben Folds Five	Ben Folds, Darren Jessee	100%	100%	World Wide
Sorry Suzanne	Hollies	Anthony Gordon/Stephens Geoffrey	50%	50%	World Wide
Strawberry Fields Forever	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100%	World Wide
Sugar	System of a Down	Malakian / Tankian / Odadjian / Dolmayan	100%	100.00%	Worldwide
Superman's Dead	Our Lady Peace	Maida/Lanni	50%	50%	World Wide
Supernova	Liz Phair	Phair	100%	100.00%	Worldwide
Survivor	Destiny's Child	Beyonce Knowles, Anthony Dent Matthew Knowles	Sony/ATV Tunes LLC o/b/o Beyonce Publishing (ASCAP) 47%	47%	World Wide
Suspicious Minds	Elvis Presley	M. James	100%	100%	World Wide
Sweet Caroline	Neil Diamond	Diamond	100%	100.00%	Worldwide
Sweet Surrender	Sarah McLachlin	Sarah McLachlin	100%	100%	World X Canada
Take On Me	A-Ha	Pal Waaktaar / Magne Furuholmen / Morten Harket	Sony/ATV Songs LLC obo Sony Music Publishing UK Ltd 100%	100%	Worldwide
Take You Home With Me aka Body	R. Kelly & Jay-Z	Kelly/Carter/Barnes/Olivier	50.00%	50%	Worldwide
Taking Care Of Business	BTO	Randy Bachman	100.00%	100%	World Wide
Tales From The Crypt	Danny Elfman	Danny Elfman	100.00%	100%	World Wide
Taxman	Beatles	Harrison	100%	100.00%	Worldwide
Teach Your Children	Crosby, Stills, Nash & Young	G. Nash	100%	100%	World Wide
Tennessee River	Alabama	Owen	100%	100.00%	World ex. Belgium / Holland / and Luxembourg
Texas Size Heartache	Joe Diffie	Wilson / Turner	100%	100.00%	Worldwide

The Ballad Of John & Yoko	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100%	World Wide
The Continuing Story Of Bungalow Bill	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100%	World Wide
The Gambler	Kenny Rogers	A.D. Schlitz	100%	100%	World Wide
The Long And Winding Road	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100%	World Wide
The Night Before	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100%	World Wide
The Robots	Kraftwerk	Hutter, Schneider, Bartos	83.33%	83.33%	Worldwide
There You Are	Martina Mcbride	Dipiero / Sanders / Hill	33.33%	33.33%	Worldwide
Thunderbirds	Theme	B. Gray	100%	100%	World Wide
Ticket To Ride	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100%	World Wide
Tomorrow	Silverchair	Johns / Gilles	100%	100.00%	Worldwide
Tomorrow Never Knows	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100%	World Wide
Toxicity	System of a Down	Malakian / Tankian / Odadjian / Dolmayan	100%	100.00%	Worldwide
Toxicity	System of a Down	Malakian / Tankian / Odadjian / Dolmayan	100.00%	100.00%	Worldwide
TROUBLE	Elvis Presley; Travis Tritt	Chesnut	100%	100%	World Wide
Tutti-Frutti	Little Richard	Penniman	100% Sony/ATV Songs	100%	World Wide
Two Of Us	Beatles	Lennon/McCartney	64.167% Sony, 35.833 EMI	100%	World Wide
Two Wrongs	Wyclef Jean	Jean / Duplessis	75.00%	75.00%	Worldwide
Wait	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100%	World Wide
We Are Family	Sister Sledge	Rodgers/Edwards	50% Sony/ATV Songs LLC	50.00%	World Wide
We Can Work It Out	Beatles	Lennon John/Mc Cartney Paul	66.67% Sony, 33.33% EMI	100%	World Wide
We Don't Talk Anymore	Cliff Richard	A. Tarney	100%	100%	World Wide
Welcome To My World	Jim Reaves; Eddy Arnold	Winkler/Hathcock	50%	50%	World Wide

Wheel Of Fortune	Theme	Kaplan/Griffin	50%	50%	World Wide
When I'm 64	Beatles	J. Lennon, P. McCartney	100%	100%	World Wide
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
Why Don't We Do It In The Road	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100%	World Wide
Wild	Poe	Danielewski Annie	58%	58%	World Wide
Wish You Were Here	Mark Wills	Anderson / Ewing / Moore	25%	25.00%	Worldwide
With A Little Help From My Friends	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100%	World Wide
Word	Beatles	Lennon / Mccartney	66.67% Sony, 33.33% EMI	100.00%	World Wide
X	System of a Down	Malakian / Tankian / Odadjian / Dolmayan	100%	100.00%	Worldwide
Yakety Sax (The Benny Hill Show)	Boots Randolph	Randolph, Rich	100%	100%	Worldwide excluding UK, Ireland, France, Germany, Austrailasia, Netherlands, Belgium, S. Africa, Brazil
Yellow Submarine	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100%	World Wide
Yesterday	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100%	World Wide
You Ain't Seen Nothin' Yet	BTO	Randy Bachman	100%	100%	World Wide
You Sang To Me	Marc Anthony	Cory Rooney, Marc Anthony	100%	100%	Worldwide
Your Body Is A Wonderland	John Mayer	Mayer	100.00%	100%	Worldwide

Your Mother Should Know	Beatles	Lennon/McCartney	66.67% Sony, 33.33% EMI	100%	World Wide

EXHIBIT CO 0580

REDACTED

MUSICAL COMPOSITION LICENSE

AGREEMENT entered into this 1st day of August, 1998, by and between

Redacted

("Licensee") and Sony/ATV Music Publishing LLC ("Publisher").

WHEREAS, Publisher owns and/or controls certain musical compositions (hereinafter sometimes referred to collectively as "Publisher's Catalog") including but not limited to the right to license the right to make and distribute phonorecords embodying such compositions; and

WHEREAS, Licensee, through its affiliate,

Redacted has developed a state of the art Redacted and is engaged in the business of furnishing music by means of the located in commercial and retail establishments; and

WHEREAS, Licensee desires to obtain a license to reproduce digital phonorecords of the musical compositions contained in Publisher's Catalog which have previously been licensed for mechanical reproduction by Publisher (the "Compositions") and digitally transmit said phonorecords to a central database and into the individual Redacted and

WHEREAS, Publisher is willing to grant to Licensee the non-exclusive right to reproduce the Compositions in digital phonorecords only and digitally transmit said phonorecords for

REDACTED

use in the Redacted pursuant to the terms hereinafter set forth;

NOW, THEREFORE, the parties hereto agree to vary the terms of the Compulsory License Provision of Section 115 of the United States Copyright Act, as amended (the "Copyright Act"), as follows:

1. Grant of Rights: Publisher hereby grants to Licensee all of the rights which are granted to and all obligations which are imposed upon, users of copyrighted works (and more specifically the Compositions) under the Copyright Act in the United States and under the authority of the copyright owner, except that with respect to phonorecords made hereunder:

(a) Accounting: Licensee shall pay royalties and account to Publisher quarterly within forty-five (45) days after the end of each calendar quarter on the basis of copies so made. Concurrently with such payment Licensee shall render a written royalty statement setting forth in detail the computation of all royalties derived hereunder. Such statement shall provide Publisher with the title of the Composition, the names of the songwriters, the artist and the record number of the phonorecord so copied by Licensee, as well as the number of digitally transmitted copies;

(b) Royalty: In consideration of the granting of such rights the royalty paid shall be

Redacted

REDACTED

Redacted . A separate royalty shall be paid each time a Composition is downloaded into Licensee's central database and each time a Composition is downloaded from Licensee's central database to a DJ. As, if and when the statutory rate specified in the Act is hereinafter increased, then from and after the quarter following the effective date of such increase the royalty rate hereunder shall be increased in the same proportion as said statutory rate was increased.

(c) Breach/Cure: In the event that Licensee fails to account to Publisher and pay royalties as herein provided, Licensee shall be deemed to be in material breach of this license and Publisher may give written notice to Licensee that, unless such default is remedied within thirty (30) days from the date of Licensee's receipt of said notice, this license shall be deemed automatically terminated. Such termination shall render the further copying for which royalties have not been paid actionable as acts of infringement under, and fully subject to, the remedies provided by the Copyright Act. A waiver of any such breach shall not constitute a waiver of any succeeding breach whether similar or dissimilar.

2. Term: The Term of this Agreement shall be for a period of two (2) years and shall be automatically extended for successive periods of six (6) months unless terminated by either

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party giving to the other written notice of intention to terminate at least thirty (30) days prior to the termination of any period of the Term whereupon this Agreement shall terminate at the end of such period.

3. Representations and Warranties: Publisher represents and warrants that it has all necessary rights to grant Licensee the rights as set forth in this license. Publisher shall indemnify and hold harmless Licensee, its parents, subsidiaries, affiliates and their respective officers, agents and employees from and against any and all claims, liabilities, causes of action, judgments, costs, losses and expenses (including reasonable attorneys' fees and legal costs) arising out of any claim, demand or action by any third party which is inconsistent with Publisher's representation and warranty set forth in the preceding sentence. Publisher's liability hereunder shall be limited to the aggregate amounts received by Publisher hereunder.

4. Compulsory License Notice Waiver: Licensee need not serve or file the Notice of Intention to Obtain a Compulsory License required by the Copyright Act.

5. Audit Provisions: True, correct and verifiable records shall be kept by Licensee showing the number of digital transmissions of the Compositions under the authority of this license. Publisher, or its designee, shall have the right to audit the books and records of Licensee relating to the Compositions to verify compliance with the terms of this license and the accuracy of the statements rendered hereunder upon the

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giving of thirty (30) days notice and during regular business hours at the office of Licensee. Publisher shall not have the right to audit such books and records more than once each year. All data and information derived from such examination shall be kept completely confidential and shall only be shared with Publisher's appropriate business and legal representatives and employees. All accounting statements shall be binding upon Publisher unless notice to audit or specific objection in writing is given by Publisher to Licensee within two (2) years after receipt of the accounting statement so questioned.

6. Limitations: This license does not authorize (i) reproduction of the Compositions upon devices embodying sound synchronized with visual images or for any purpose other than in connection with the Redacted (ii) the print use of the Composition (except that Licensee may use the title and credits to promote the use of the Compositions in the Redacted) or (iii) the use of the Compositions for advertising purposes. The license granted by this Agreement does not include any rights in the sound recordings in which the Compositions are embodied. Licensee shall be solely responsible for obtaining all necessary licenses relating to the use of such sound recordings. Licensee shall indemnify and hold harmless Publisher, its parents, subsidiaries, affiliates and their respective officers, agents and employees from and against any and all claims, liabilities, causes of action, judgments, costs, losses and expenses (including reasonable attorneys' fees and legal costs) arising out of any

REDACTED

claim, demand or action by any third party that all necessary licenses relating to the use of such sound recordings by Licensee have not been obtained.

7. Territory: The United States of America, its territories and possessions only.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Redacted

Sony/ATV Music Publishing ("Publisher")

By: [signature]
Its: Vice President, Business Affairs

Federal I.D. No. 13-3861539

REDACTED

Redacted

Dated as of January 2, 2001

Sony/ATV Music Publishing
8 Music Square West
Nashville, Tn. 37203
Att: Phillip May,
Vice President Publishing Administration

Re: Redacted -W-
SONY/ATV MUSIC PUBLISHING

Gentlemen:

Reference is hereby made to that certain agreement dated August 1, 1998 by and between you (hereinafter referred to as "Publisher") and our predecessor in interest Redacted (hereinafter referred to as "Licensee") as amended (hereinafter referred to as the "Agreement").

The following, when fully executed by Publisher and Licensee shall constitute this a further amendment to the Agreement.

A. Wherever in the Agreement or this amendment the term "Licensee" is used, same is to be construed as meaning the undersigned, Redacted

B. Paragraph "1" of the Agreement (but not its subparagraphs) is hereby deleted in its entirety and the following shall be deemed substituted in its place and stead:

"1. <u>(a) Grant of Rights:</u>

(i) **Coin-Operated Digital Jukebox Rights:**

Publisher hereby grants to Licensee the non-exclusive right and privilege, but not the obligation, to perform the Compositions through and by means of REDACTED . Said right shall include the right to reproduce the Compositions in digitized form, and the right to perform the Compositions via the Redacted and to add to and delete such Recordings from Licensee' database and Redacted hard drives.

(ii). Background and On-Demand Music Rights:

In addition to the rights herein above granted, Publisher hereby further grants to Licensee the non-exclusive right and privilege, but not the obligation, to perform and license the performance of the Compositions in retail and other establishments (such as, but not limited to, commercial public retail establishments, health clubs, business offices, etc.) on, through and by means or Licensee's "background" music systems, by which users are enabled to interact with a non-coin operated Redacted through means of Licensee's proprietary software, for purposes of interrupting the randomly selected "background" performances of Recordings (including those which may embody a Composition) and to select a particular Recording of the user's choice, for performance on such non-coin operated Redacted

C. Paragraphs "1(a)" and "1(c)" are hereby respectively renumbered as Paragraphs "1(b)" and "1(d)" of the Agreement.

D. Paragraph "1(b)" is hereby deleted in its entirety and the following deemed inserted in its place and stead:

"(c) <u>Royalties:</u>

(i) Coin-Operated Redacted

In consideration of the grant of such rights, commencing on and after January 1, 2001 Licensee shall pay to Publisher a royalty (which shall be deemed inclusive of both the so-called mechanical and public performance royalties) of Redacted for each Redacted play of a Composition. For the avoidance of doubt, it is understood that no separate fee or royalty shall be required of Licensee to add a Composition to its central database or any Redacted hard drive.

(ii) Background and On-Demand Music Rights:

In consideration of the grant of such rights as described in Paragraph "1(a)(ii)" above, Licensee shall pay to Publisher a royalty (which shall be deemed inclusive of both the so-called mechanical and public performance royalties) of an amount equal to Publisher's pro-rata share of an aggregate of Redacted of the music service fees received by Licensee for such service during the accounting period in question. Such pro-rata basis shall be based upon a fraction of such fees where the numerator is the number of Compositions played via such grant of rights during the accounting period in question and the denominator is the total number of such compositions (including the Compositions) played via all of the grants of such rights to Licensee in such period. For the avoidance of doubt, it is understood and agreed that no separate fee or royalty shall be required of Licensee to add a Composition to its central database or any Redacted hard drive.

(iii) No additional Royalties:

In consideration of the royalties paid and to be paid to Publisher as herein set forth, Licensee shall not be required to make any additional performance royalty payments to ASCAP, BMI, SESAC or the JLO for the performance of the Compositions during the Term and pursuant to terms and conditions of this Agreement

(iv) **Aggregate Royalty Rate:**

It is understood and agreed that the payments to be made hereunder shall include both the songwriter's and publisher's share of all royalties due hereunder, and that Publisher shall be solely responsible for making payment to the respective songwriter(s)."

E. Notwithstanding the provisions of Paragraph "2" of the Agreement, the Term is hereby extended for a period of five (5) years and six (6) months commencing July 1, 2001 and continuing in full force and effect until December 31, 2006. In consideration of the mutual promises herein made, the parties agree that within six (6) of the expiration date of the Term as herein provided for, they shall enter into good faith negotiations to further extend the Term

F. Paragraph "3" of the Agreement is hereby amended by the addition of the following sentence at the end thereof: "Licensee shall be subject to and abide by any restrictions imposed upon Publisher by its contractual obligations with songwriters and of which Licensee shall have received prior written notice."

E. The Agreement is hereby amended by the addition of a new Paragraph "8" reading as follows:

"8. <u>Synchronization Rights:</u> Licensee shall have no right to synchronize a Composition with advertisements of any kind without Publisher's prior written consent, which consent may be withheld by Publisher for any reason or for no reason. By way of clarification of the previous sentence, the selection of a Composition by a user shall not automatically "trigger" any audio-only or audio-visual advertising material, unless Publisher has previously agreed in writing to the specific content and presentation of the advertisement, the period(s) during which such advertisement may be played and/or displayed, and the area(s) in which such advertisement may be played and/or displayed. The grant of such consent in any one instance shall not constitute consent to any subsequent use. Publisher's failure to take action for a violation of this paragraph in a specific instance shall not be deemed a waiver of any future violation."

F. The Agreement is hereby amended by the addition of a new Paragraph "9" reading as follows:

"9. <u>Notices:</u> All reports and accountings hereunder may be sent by mail (and in addition to mail, in the case of electronic accountings, by e-mail or floppy disc). All notices hereunder shall be in writing and sent by registered or certified mail, return receipt requested, or

by overnight carrier to the address first above set forth or such other address as either party may provide to the other. In addition, courtesy copies of all correspondence to Licensee shall be sent to Strote & Levinson, Attorneys at Law, 21700 Oxnard Street, Suite 340, Woodland Hills California 91367, Attention Mark L. Levinson, Esq.. All notices shall be deemed given at the time of their respective receipt."

G. The Agreement is hereby amended by the addition of a new paragraph "10" reading as follows:

"10. **Most Favored Nations:** The parties hereto agree that should Licensee, during the Term hereof, enter into any agreement with another publisher upon substantially the same terms and conditions as the Agreement, and such other agreement provides for a royalty more favorable than that granted hereunder, the Agreement shall be automatically amended to include such more favorable royalty, effective as of the date of such other agreement. Furthermore, should such other agreement, whether or not the royalty rate is other than as set forth herein, provide for a Term of less than five (5) years, then Licensee shall give Publisher written notice of such fact, and Publisher shall have the right to notify Licensee, in writing, that it wishes the Agreement be amended to provide for such shorter Term. Upon receipt by Licensee of such written notice, the Term hereof shall be deemed so amended."

Except as herein modified or changed, the Agreement remains in full force and effect and is hereby ratified and affirmed.

Your signature where indicated, together with that of the undersigned, shall constitute this a valid, binding and enforceable agreement between us.

Very truly yours,

Redacted

ACCEPTED AND AGREED TO:

SONY/ATV MUSIC PUBLISHING

By_____
Phillip May
Vice President, Publishing Administration

EXHIBIT CO 0581

EXHIBITS CO 0581-0700

INTENTIONALLY OMITTED