

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding, including exhibits hereto ("**MOU**") is entered into as of the Effective Date (as defined below) by and between, on the one hand, the Recording Industry Association of America, Inc., a New York corporation with offices located in Washington, D.C. ("**RIAA**"), and, on the other hand, the National Music Publishers' Association, Inc., a Delaware corporation with offices located in Washington, D.C. ("**NMPA**"), and The Harry Fox Agency, Inc., a New York corporation with offices located in New York, New York ("**HFA**") (together, "**NMPA/HFA**") (all foregoing entities collectively referred to as the "**Parties**," and each individually as a "**Party**").

WHEREAS, a recent ruling of the Copyright Royalty Judges requires the payment of late fees by copyright users for late payment of royalties under licenses pursuant to Section 115 of the U.S. Copyright Act ("**Section 115**");

WHEREAS, the Parties have reached an understanding to permit the distribution of accrued royalties to copyright owners;

WHEREAS the Parties desire to work together to establish a framework for settling disputes affecting the payment of certain royalties;

WHEREAS, the Parties also desire to improve industry licensing practices so that royalties can be paid more efficiently and timely to copyright owners and provide for a waiver of late fees in certain circumstances; and

WHEREAS, the Parties have previously entered into that certain Terms of Agreement on September 29, 2009 ("**TOA**"), which substantially sets forth the obligations of the Parties with respect to this matter, and pursuant to the TOA, are to further implement such terms by entering into this MOU;

NOW, THEREFORE, in consideration of the mutual promises set forth herein and for other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereby agree to the following terms and conditions:

1.0 Definitions.

- 1.1 "**Affiliate**" of a person or entity means any other person or entity Controlling, Controlled by or under common Control with such person or entity.
- 1.2 "**Authorized Legal Hold**" has the meaning set forth in Section 7.7.1 of this MOU.
- 1.3 "**Best Practices**" means the provisions set forth in Exhibit B (Best Practices).

- 1.4 **"Best Practices Group"** means a group, as described in Exhibit B (Best Practices), that will be responsible for overseeing the ongoing application and modification of the Default Rules and Best Practices, as further specified in Section 7.3 of this MOU.
- 1.5 **"Claims"** means all claims, liability, debts, rights, remedies, actions, suits, damages, losses, obligations, causes of action, costs, expenses, and demands whatsoever, in law, equity or otherwise, of every kind, nature or description (including attorneys' fees), whether known or unknown, liquidated or unliquidated, fixed or contingent, asserted or unasserted, foreseen or unforeseen, which a person or entity ever had, now has, or may hereafter have, by reason of any matter, cause or thing whatsoever.
- 1.6 **"Control"** means, with respect to an entity, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity.
- 1.7 **"Covered Product"** means particular units of Group I Product or Group II Product, as applicable, as to which P&U Royalties have been accrued in accordance with the Participating Record Company's standard accounting practices, subject to Section 1.33, where the particular units are (i) made or distributed under authority of a Participating Record Company; (ii) ones as to which a constituent entity of such Participating Record Company participating in this MOU pursuant to Section 1.35 is obligated for royalty payments; and (iii) distributed within a particular period of time covered by a payment of P&U Royalties made as required under the MOU by such Participating Record Company. If such Participating Record Company has not paid P&U Royalties for particular units as required to be accrued and paid under the MOU, such units do not constitute Covered Product.
- 1.8 **"Default Rules"** means the provisions set forth in Exhibit A (Default Rules).
- 1.9 **"Digital Phonorecord Deliveries"** has the meaning set forth in 17 U.S.C. § 115(d).
- 1.10 **"Digital Product"** means audio-only (i.e., not audiovisual) product embodying musical compositions distributed in the United States in the form of Digital Phonorecord Deliveries, including full downloads, limited downloads, interactive streams and ringtones. Digital Product also includes audio-only ringbacks; provided, however, that the Parties reserve their respective rights and positions concerning whether ringbacks constitute Digital Phonorecord Deliveries.
- 1.11 **"Effective Date"** means the date as of which all Parties have executed this MOU.
- 1.12 **"Group I Administrator"** means an administrator chosen by NMPA as set forth in Section 4.1 of this MOU to oversee the Group I Distribution Process contemplated under this MOU.

- 1.13 **"Group I Cutoff Date"** means (i) in the case of EMI, September 25, 2009; (ii) in the case of Sony, September 25, 2009; (iii) in the case of UMG, September 26, 2009; and (iv) in the case of WMG, September 25, 2009.
- 1.14 **"Group I Distribution Process"** means the process by which P&U Royalties will be distributed by the Group I Administrator to Participating Publishers, including the associated claims process, as further specified in this MOU.
- 1.15 **"Group I Fund"** means the payments made by Participating Record Companies to the Group I Administrator, as further specified in this MOU.
- 1.16 **"Group I Product"** means Physical Product and Digital Product distributed in the United States with a Release Date in the year 2006 or earlier, regardless of when distributed. For the avoidance of doubt, any re-release of Physical Product (e.g., in a new format) containing audiovisual material shall be treated as Group I Product only if such re-release occurred on or before the relevant Participating Record Company's Group I Cutoff Date.
- 1.17 **"Group I P&U Royalties"** has the meaning set forth in Section 4.3.
- 1.18 **"Group II Administrator"** means an administrator chosen by NMPA as set forth in Section 5.2 of this MOU to oversee the Group II Distribution Process contemplated under this MOU.
- 1.19 **"Group II Cutoff Date"** means (i) in the case of EMI, June 25, 2010; (ii) in the case of Sony, June 25, 2010; (iii) in the case of UMG, June 26, 2010; and (iv) in the case of WMG, June 25, 2010.
- 1.20 **"Group II Distribution Process"** means the process by which P&U Royalties will be distributed by the Group II Administrator to Participating Publishers, including the associated claims process, as further specified in this MOU.
- 1.21 **"Group II Fund"** means the payments made by Participating Record Companies to the Group II Administrator, as further specified in this MOU.
- 1.22 **"Group II Product"** means Physical Product and Digital Product distributed in the United States with a Release Date in either the year 2007 or 2008, regardless of when distributed. For the avoidance of doubt, any re-release of Physical Product (e.g., in a new format) containing audiovisual material shall be treated as Group II Product only if such re-release occurred on or before the relevant Participating Record Company's Group II Cutoff Date.

- 1.23 **"Group II P&U Royalties"** has the meaning set forth in Section 5.5.
- 1.24 **"Group III Product"** means Physical Product and Digital Product distributed in the United States with a Release Date in the year 2009, 2010, 2011 or 2012, regardless of when distributed.
- 1.25 **"HFA P&U Advance"** means an advance paid by a Participating Record Company to HFA, pursuant to an agreement between such Participating Record Company and HFA, based on an estimated HFA-represented share of certain of the Participating Record Company's outstanding P&U Royalties.
- 1.26 **"HFA Credit"** means an amount to be credited against a Participating Record Company's Group II Payment Amount pursuant to Section 5.7, as a result of HFA P&U Advances previously paid by such Participating Record Company, as determined in accordance with Section 5.8 of this MOU.
- 1.27 **"HFA Payment Data"** has the meaning set forth in Section 4.6 of this MOU.
- 1.28 **"Late Fees"** means late fees imposed pursuant to Sections 115 and 803 of the U.S. Copyright Act and the regulations promulgated thereunder as a result of the late payment of royalties, or any similar late fees under a Mechanical License (even if not specifically provided for by reference to Section 115).
- 1.29 **"Late Fee Waiver"** means a circumstance in which the accrual and collection of certain Late Fees payable by a Participating Record Company is Waived by a Participating Publisher, to the extent of such Participating Publisher's share of a musical composition, by operation of this MOU, as more fully described in this MOU. For the avoidance of doubt, a Late Fee Waiver by a Participating Publisher Waives the right of HFA or any other agent or administrator to accrue and collect Late Fees on behalf of the Participating Publisher, to the extent of the Late Fee Waiver.
- 1.30 **"Legal Hold Review"** has the meaning set forth in Section 7.7.1 of this MOU.
- 1.31 **"Mechanical License"** means a license to reproduce and distribute a musical composition in the form of (i) phonorecords (as defined in 17 U.S.C. § 101) in a physical configuration that is licensable pursuant to Section 115, or (ii) Digital Phonorecord Deliveries. For the avoidance of doubt, as used herein, Mechanical Licenses include "first use" licenses issued for configurations licensable under Section 115.

1.32 **“Mechanical Royalties”** means royalties payable under a Mechanical License.

1.33 **“P&U Royalties”** means “pending and unmatched” Specified Royalties owed for Physical Product or Digital Product as the term “pending and unmatched” has historically been used and applied by each Participating Record Company in the ordinary course of business, including as part of its regular accounting practices (generally understood to be accrued royalties that have not been paid to a Publisher or HFA due to a failure or inability to clear or obtain, or associate such royalties with, a license or particular Publisher). P&U Royalties do not include unpaid royalties resulting from Preexisting Legal Holds or Authorized Legal Holds. For the sake of clarity, notwithstanding any historical practice to the contrary, if a license is obtained for a musical composition embodied in Product from a Participating Publisher (including through HFA) on or after the Effective Date, any then-accrued and future royalties due under such license are not P&U Royalties.

1.34 **“Participating Publisher”** means a Publisher who chooses to enroll and participate in the MOU and Group I Distribution Process and/or Group II Distribution Process, in accordance with such procedures as are established by the Group I Administrator and/or the Group II Administrator, as further described in Sections 4.15 and 5.6 of this MOU, and subject to the exclusion process set forth in Section 4.21 of the MOU. A Participating Publisher includes any Publisher Controlled by such a Participating Publisher. A Participating Publisher also includes any catalog of musical compositions administered or co-published for Mechanical License purposes by such a Participating Publisher, but solely to the extent of such Participating Publisher’s rights and interest in the shares of such administered or co-published musical compositions. Notwithstanding the foregoing, to the extent an administered or co-published Publisher, or other person or entity, is treated by the Group I Administrator or Group II Administrator, as applicable, as an independent entity for purposes of participation (or non-participation) in the MOU, including as a result of the exclusion process set forth in Section 4.21, such administered or co-published Publisher, or other person or entity, shall not be considered to be part of the Participating Publisher.

**NOTE:
“PARTICIPATING
PUBLISHER”
INCLUDES A
PARTICIPATING
NON-U.S.
MECHANICAL
COLLECTING
SOCIETY.**

1.35 **“Participating Record Company”** means the constituent entities Controlled by or under common Control with any one of the four (4) largest record company groups by U.S. market share as of the Effective Date, to the extent any such constituent entity is obligated to pay Specified Royalties for Product. For the avoidance of doubt, to the extent that no constituent entity of such a record company group is obligated to pay Specified Royalties for certain Product (e.g., in the case of a so-called “distributed label”), such Product (and the person or entity obligated to pay Specified Royalties therefor) is not covered by this MOU.

- 1.36 **"Physical Product"** means physical product embodying musical compositions distributed in the United States.
- 1.37 **"Preexisting Legal Hold"** means a Participating Record Company's retention of royalties attributable to Group I Product or Group II Product (whether such Product was distributed before or after the Effective Date), as a result of such Participating Record Company's reasonable determination prior to the Effective Date that such royalties should not be paid out due to a pending or threatened legal claim or dispute.
- 1.38 **"Product"** means Physical Product and Digital Product, as applicable.
- 1.39 **"Product Distributions"** means distributions of Product in the United States, including its territories and possessions, within the meaning of the U.S. Copyright Act, regardless of whether such Product is sold.
- 1.40 **"Publisher"** means a music publisher, including any person or entity that owns or controls all or part of a musical composition.
- 1.41 **"Publisher Fault"** has the meaning set forth in Section 7.8 of this MOU.
- 1.42 **"Publisher Market Share"** has the meaning set forth in Section 4.14 of this MOU.
- 1.43 **"Publisher Payment Data"** has the meaning set forth in Section 4.7 of this MOU.
- 1.44 **"Publisher Payments"** means amounts paid by a Participating Record Company to a Publisher, including through HFA.
- 1.45 **"Related Persons"** of a Participating Publisher means, to the extent the Participating Publisher has the legal authority to grant the releases set forth in Exhibit H (Release) with respect to such persons and entities, (i) the respective officers, directors, employees, agents and attorneys of the Participating Publisher; (ii) any songwriter represented by the Participating Publisher with respect to one or more musical compositions embodied in Group I Product or Group II Product; (iii) any person or entity entitled to assert derivatively or otherwise on behalf of the Participating Publisher a Claim that falls within the scope of a release granted by such Participating Publisher pursuant to this MOU; and (iv) any successor to a person or entity identified in clauses (i) through (iii) above, to the same extent as such person or entity.
- 1.46 **"Release"** means the U.S. release of a sound recording into the market for sale.
- 1.47 **"Release Date"** means the date of a Release.

**NOTE:
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- 1.48 **"Scheduled Release Date"** means a future date identified by a Participating Record Company on which such Participating Record Company intends to Release a specific Product.
- 1.49 **"Section 115"** means Section 115 of the U.S. Copyright Act, 17 U.S.C. §115.
- 1.50 **"Specified Royalties"** means royalties payable for the reproduction and distribution of Physical Product and Digital Product, including Mechanical Royalties and, in the case of Physical Product containing audiovisual material, what are commonly referred to as "synchronization royalties."
- 1.51 **"Term"** has the meaning set forth in Article 2 of this MOU.
- 1.52 **"Two-Week Grace Period"** means a circumstance in which accrued Mechanical Royalties that become due and owing in the final two (2) weeks of a quarterly royalty period (e.g., because a split issue is resolved in that two-week period) may be paid as though they became due and owing in the following quarterly royalty period without losing the benefit of a Late Fee Waiver applicable to such Mechanical Royalties, as more particularly described in this MOU.
- 1.53 **"Waive"** means fully, irrevocably and unconditionally waive, release, acquit and discharge.
- 2.0 **Term.** The term of this MOU shall commence on the Effective Date and continue until December 31, 2012 (the **"Term"**), subject to the termination provision of Section 4.16 and the survival provisions of Section 12.10.
- 3.0 **Participation.**
- 3.1 **Participating Record Companies.** Contemporaneous with its entering into this MOU, RIAA shall deliver a manifestation of assent in substantially the form attached hereto as Exhibit G for each Participating Record Company. In addition, each Participating Record Company shall use commercially reasonable best efforts to generate, and shall by no later than November 20, 2009 provide to NMPA and HFA, a list, which shall consist of and be divided into two sublists, identifying the following: (i) the constituent entities comprising such Participating Record Company that are covered by the MOU pursuant to Section 1.35, and any additional marketing labels used by such constituent entities; and (ii) joint ventures and so-called "distributed labels" (i.e., third-party labels for which such Participating Record Company has agreed to distribute Product) that are not included among the entities described in clause (i) but for which such Participating Record Company has to some extent been obligated to pay Specified Royalties and P&U Royalties have to some extent been accrued by the Participating Record Company. RIAA shall deliver an initial version of each Participating Record Company's list, consisting at least of

the primary constituent entities described in clause (i) above, along with such Participating Record Company's manifestation of assent. Such initial list shall become Exhibit I to the MOU (Specific Entities and Labels). Exhibit I shall be amended to include any additional entities or labels identified in the final versions of the lists to be submitted by November 20, 2009. In delivering its executed manifestation of assent, each Participating Record Company shall be representing and warranting that the payments of P&U Royalties made by the Participating Record Company pursuant to this MOU will include all P&U Royalties due under the MOU with respect to each entity and label listed on Exhibit I as it may be amended through November 20, 2009. Should a Participating Publisher, a Publisher that is considering whether to become a Participating Publisher, the Group I Administrator or the Group II Administrator have a concern in relation to Exhibit I regarding whether a particular album or track marketed through a particular entity or label is included in a Participating Record Company's P&U Royalties, such party may make inquiry of such Participating Record Company and the Participating Record Company shall respond as provided in Sections 4.11 and 5.4; provided, however, that nothing in this Section 3.1 shall be construed as waiving any available claim or defense on the part of any Party, Participating Publisher or Participating Record Company with respect to any entity or label improperly included in or omitted from the lists, and any responses to inquiries, described herein. For the avoidance of doubt, the mere omission of an entity or label from Exhibit I shall not in itself invalidate or affect the scope of any release granted pursuant to this MOU if (except for such omission) the Participating Record Company is in compliance with the terms of this MOU with respect to such entity or label, including by paying all P&U Royalties due.

- 3.2 Other Record Companies.** NMPA will offer record companies other than Participating Record Companies the opportunity to participate in a similar Late Fee waiver program on substantially the same terms as this MOU for purposes of Product distributed in the United States, but shall have the discretion to adjust deadlines, the manner of verifying P&U Royalties, and other requirements of the MOU in order to facilitate the participation of such other record companies. NMPA/HFA and RIAA will encourage participation by other record companies.
- 3.3 Publishers.** NMPA represents that it will use commercially reasonable efforts to encourage the broadest possible participation of both HFA-affiliated and non-HFA-affiliated Publishers in the MOU.

4.0 Group I Process.

- 4.1 Group I Administrator.** As of the Effective Date, NMPA shall have retained Feinberg Rozen LLP ("**Feinberg**") to act as the Group I Administrator. Notwithstanding the foregoing, NMPA shall have the

discretion to retain a different qualified third party, or HFA, to act as the Group I Administrator at any time; provided that (i) prior to the Second Group I Payment Date (as defined in Section 4.19), if applicable, or the First Group I Payment Date (as defined in Section 4.19), if the Group I Administrator determines that there will be no Second Group I Payment Date, (a) NMPA may remove Feinberg as Group I Administrator only for cause and upon written notice to RIAA, and (b) NMPA shall appoint a Group I Administrator other than Feinberg only with RIAA's prior, written consent, which shall not be withheld unreasonably; (ii) in any circumstance other than as described in clause (i) above, NMPA shall notify RIAA of any person or entity other than Feinberg that NMPA proposes to appoint as Group I Administrator, and provide RIAA a reasonable opportunity to comment concerning such proposed appointment; and (iii) in case of either clause (i) or (ii) above, NMPA shall notify RIAA once appointment of a new Group I Administrator is completed. In addition, NMPA, HFA and the Group I Administrator shall have the discretion to retain, as necessary, consultants, accountants, or other third-party service providers to fulfill their obligations under this MOU or the TOA. NMPA shall cause the Group I Administrator to perform all obligations of the Group I Administrator under this MOU.

- 4.2 **Group I Escrow Account.** NMPA shall cause the Group I Administrator to establish an escrow account for the Group I Fund (the "**Group I Escrow Account**"). For the avoidance of doubt, interest earned on funds in the Group I Escrow Account shall be for the benefit of Participating Publishers.
- 4.3 **Determination of Group I P&U Royalties.** Each Participating Record Company shall determine all of its accrued P&U Royalties with respect to Product Distributions made through and including its Group I Cutoff Date attributable to (a) Group I Product, Group II Product and Group III Product in the aggregate ("**Aggregate P&U Royalties**"), and (b) Group I Product in particular ("**Group I P&U Royalties**"); provided that Aggregate P&U Royalties and Group I P&U Royalties with respect to Product Distributions made through and including such Group I Cutoff Date may be reduced to reflect payments of such P&U Royalties to Publishers between such Group I Cutoff Date and the date of the attestation described in Section 4.9. Consistent with the definition of P&U Royalties, the Aggregate P&U Royalties amount and Group I P&U Royalties amount shall exclude royalties subject to Preexisting Legal Holds and Authorized Legal Holds. By November 6, 2009, RIAA shall have provided a letter to the Group I Administrator, with a copy to NMPA, setting forth a good faith estimate of the combined Aggregate P&U Royalties and Group I P&U Royalties through the applicable Group I Cutoff Dates for all of the Participating Record Companies based on information supplied to it by the Participating Record Companies.

- 4.4 Legal Hold and Audiovisual Representations.** RIAA represents and warrants as of the Effective Date, based on information supplied by the Participating Record Companies, that with respect to Product Distributions made through and including June 30, 2009, (a) excluding items released from legal hold subsequent to June 30, 2009, (i) the total amount of accrued P&U Royalties for all Participating Record Companies subject to Preexisting Legal Holds does not exceed eight million dollars (\$8,000,000) and (ii) the total amount of accrued royalties other than P&U Royalties (including payable royalties) subject to Preexisting Legal Holds is approximately five million dollars (\$5,000,000); and (b) accrued P&U Royalties that are royalties attributable to audiovisual material contained on Physical Product are de minimis in comparison to all accrued P&U Royalties.
- 4.5 Publisher Contact Information.** Each Participating Record Company shall use commercially reasonable best efforts to generate, and shall within two (2) weeks of the Effective Date provide to the Group I Administrator, an electronic file with the names and current mailing addresses, as reflected in the Participating Record Company's computer systems currently used to send royalty payments, for the Publishers who have received royalty payments directly from the Participating Record Company during the period from 2000 to the Effective Date. Such information shall be used only for the purposes of contacting the relevant Publishers to offer them the opportunity to participate in, and otherwise administering, this MOU.
- 4.6 HFA Payment Data.** With respect to each calendar year in the Group I Period (as defined in Section 4.7) and each Participating Record Company, HFA shall use commercially reasonable best efforts to identify to the Group I Administrator (a) the total amount of regular Mechanical Royalties (i.e., exclusive of audit and legal settlements) from such Participating Record Company distributed by HFA (regardless of when such royalties were received by HFA), (b) each individual Publisher to which HFA distributed regular Mechanical Royalties from such Participating Record Company, and (c) for each such Publisher, the total amount of regular Mechanical Royalties from such Participating Record Company that HFA distributed to such Publisher (regardless of when such royalties were received by HFA) (collectively, "**HFA Payment Data**"). HFA shall deliver the HFA Payment Data to the Group I Administrator no later than November 30, 2009.
- 4.7 Publisher Payment Data.** With respect to each calendar year in the period January 1, 2000 through December 31, 2006 ("**Group I Period**"), each Participating Record Company shall use commercially reasonable best efforts to identify (a) each individual Publisher to which such Participating Record Company paid Publisher Payments, (b) the total amount of Publisher Payments paid by the Participating Record Company

directly to each such Publisher (i.e., not through HFA), and (c) the total amount of Publisher Payments paid to HFA (collectively, "**Publisher Payment Data**"). Such Publisher Payment Data shall be provided in a commercially reasonable electronic format usable by the Group I Administrator. Each Participating Record Company will cooperate with the Group I Administrator promptly to address and rectify any concerns about the quality or usability of the Publisher Payment Data. Pursuant to Section 4.9 of the TOA, each Participating Record Company shall have provided an initial delivery of such data to the Group I Administrator on or before October 13, 2009. Any remaining or further refined Publisher Payment Data shall be provided to the Group I Administrator no later than the date of delivery of the attestation respecting such Publisher Payment Data described in Section 4.8 below.

- 4.8 Attestation of Publisher Payment Data.** Each Participating Record Company shall engage an outside auditor of a "big four" accounting firm to attest in writing, in substantially the appropriate form attached hereto as Exhibit D (Report of Independent Accountants on Applying Agreed-Upon Procedures), as to its Publisher Payment Data (as it may be supplemented or refined for final delivery on or before the attestation date pursuant to this Section 4.8), based upon its conducting an agreed-upon procedures engagement in accordance with attestation standards established by the American Institute of Certified Public Accountants. For each Participating Record Company, the Group I Administrator shall select two (2) years from the period 2003-2006 with respect to which the agreed-upon procedures shall be performed for purposes of supplying the attestation, and shall notify the Participating Record Company of such years no later than November 30, 2009. Such attestation shall be provided to the Group I Administrator on or before December 31, 2009. In submitting such attestation to the Group I Administrator, each Participating Record Company shall be representing and warranting that the payments identified therein are a true and accurate reflection of the Publisher Payments identified therein.

- 4.9 Attestation of Group I P&U Royalties.** Each Participating Record Company shall engage an outside auditor of a "big four" accounting firm to attest in writing, in substantially the appropriate form attached hereto as Exhibit C (Report of Independent Accountants on Applying Agreed-Upon Procedures), as to such Participating Record Company's Aggregate P&U Royalties and Group I P&U Royalties, based upon its conducting an agreed-upon procedures engagement in accordance with attestation standards established by the American Institute of Certified Public Accountants. Such attestation shall be provided to the Group I Administrator, on or before December 31, 2009. In submitting such attestation to the Group I Administrator, each Participating Record Company shall be representing and warranting that the amounts of Aggregate P&U Royalties and Group I P&U Royalties identified therein

are a true and accurate reflection of the accrued P&U Royalties on its books with respect to Product Distributions made through and including its Group I Cutoff Date (taking into account payments of such P&U Royalties to Publishers between such Group I Cutoff Date and the date of the attestation). The Group I Administrator shall cooperate with each Participating Record Company's process of engaging its respective outside auditors to the extent required to permit the Group I Administrator to receive and rely upon the attestations contemplated hereunder.

- 4.10 Further Information Concerning Legal Holds.** Concurrent with the delivery of the attestation described in Section 4.9, each Participating Record Company shall deliver to the Group I Administrator a letter signed by its Chief Financial Officer representing and warranting that the Participating Record Company's total amount of Aggregate P&U Royalties subject to Preexisting Legal Holds as of its Group I Cutoff Date does not exceed the aggregate amount specified in such letter.
- 4.11 Additional Cooperation.** Without limiting the obligations of Participating Record Companies pursuant to the above Sections 4.7 and 4.8, or HFA pursuant to the above Section 4.6, the Participating Record Companies, HFA and Participating Publishers shall cooperate with the Group I Administrator to allow the Group I Administrator to understand the data provided pursuant to Sections 4.6, 4.7 and 4.8, match Publishers identified therein to Publishers known to the Group I Administrator, address errors and inconsistencies in such data, and calculate Publisher Market Shares based on such data. In addition, Participating Record Companies also will respond to inquiries from Participating Publishers, Publishers that are considering whether to become a Participating Publisher, the Group I Administrator or the Group II Administrator concerning whether royalties attributable to particular albums or tracks are included in Group I P&U Royalties. The Parties agree to establish such processes as may be appropriate to provide such information in an efficient manner that is not unduly burdensome.
- 4.12 Initial Group I Deposit.** No later than January 7, 2010, an initial deposit shall be made by HFA and/or the Participating Record Company, as applicable, against each Participating Record Company's Group I Payment Amount (as defined in Section 4.18) ("**Initial Group I Deposit**"), which shall be calculated as follows:
- 4.12.1** In the case of UMG and Sony, except as either such Participating Record Company may otherwise agree with HFA, forty-five percent (45%) of their then-current HFA P&U Advances (to be paid to the Group I Escrow Account by HFA).
- 4.12.2** In the case of WMG, except as it may otherwise agree with HFA, (i) forty-five percent (45%) of its then-current HFA P&U

Advances (to be paid to the Group I Escrow Account by HFA) plus (ii) for constituent entities of WMG that do not currently pay HFA P&U Advances, its then best reasonable estimate of such constituent entities' Aggregate P&U Royalties based upon, and consistent with, the information supplied to RIAA to permit RIAA to provide the letter described in Section 4.3, multiplied by its then best reasonable estimate of the proportion of such constituent entities' total Mechanical Royalties for calendar year 2008 paid to HFA, multiplied by forty-five percent (45%) (to be paid to the Group I Escrow Account by WMG).

4.12.3 In the case of EMI, except as it may otherwise agree with HFA, its then best reasonable estimate of its Aggregate P&U Royalties based upon, and consistent with, the information supplied to RIAA to permit RIAA to provide the letter described in Section 4.3, multiplied by its then best reasonable estimate of the proportion of its total Mechanical Royalties for calendar year 2008 paid to HFA, multiplied by forty-five percent (45%) (to be paid to the Group I Escrow Account by EMI).

4.13 HFA P&U Advance True-Up. It is understood that (i) the payments to be made by HFA to the Group I Escrow Account pursuant to Section 4.12 represent only an approximation of the effect that payment of the Group I Payment Amount of each Participating Record Company that pays HFA P&U Advances will have on the amount such Participating Record Company is required to advance to HFA under its relevant agreement(s) with HFA; (ii) until the Group I Payment Amount is known and paid, HFA and each Participating Record Company that pays HFA P&U Advances shall, with respect to any interim true-up process under relevant agreement(s) between HFA and such Participating Record Company, complete such process in accordance with such agreement(s), except that for purposes of such process, (a) the payments to be made by HFA to the Group I Escrow Account pursuant to Section 4.12 shall be considered as still on deposit with HFA, (b) once such payments are made by HFA, the Participating Record Company's required additional HFA P&U Advance as a result of such process, if any, or recoupable amount from HFA P&U Advances as a result of such process, if any, shall be correspondingly reduced by forty-five percent (45%), (c) the total amount of the Participating Record Company's Group I P&U Royalties shall be deemed to be as attested to pursuant to Section 4.9 (if such attestation has then been completed), or otherwise shall be the Participating Record Company's best reasonable estimate of its Group I P&U Royalties based upon, and consistent with, the information supplied to RIAA to permit RIAA to provide the letter described in Section 4.3, and (d) other than as provided for in this MOU, the Participating Record Company shall not be required to complete any further process to review or quantify P&U royalty accruals for Group I Product; and (iii) within forty-five (45) days

following the end of the calendar quarter in which the Group I Payment Amount is known and paid, or at such other date as they may agree, HFA and each Participating Record Company that pays HFA P&U Advances will attend to a special adjustment of such HFA P&U Advances to reflect payment of such Participating Record Company's actual Group I Payment Amount and ensure the appropriate level of HFA P&U Advances for Product not covered by the Group I Payment Amount is maintained at HFA, in accordance with the HFA P&U Advance levels prescribed by relevant agreement(s), except that in that true-up and thereafter, notwithstanding anything in the relevant agreement(s), the HFA P&U Advance shall be calculated separately for P&U Royalties attributable to Group I Product (as opposed to Group II Product and Group III Product), as follows. With respect to P&U Royalties attributable to Group I Product, the estimated HFA-represented share of the Participating Record Company's relevant outstanding P&U Royalties used to determine the HFA P&U Advance shall be the aggregate HFA Market Shares of HFA Publishers, as calculated pursuant to Section 4.14, that are not Participating Publishers with respect to the Group I Distribution Process (the "**Group I HFA Advance Factor**"), multiplied by the HFA market share provided for in the relevant agreement(s). The Group I Administrator and HFA shall cooperate to determine and notify each relevant Participating Record Company of the Group I HFA Advance Factor in connection with such true-up process. Such a notice shall set forth the relevant calculations and represent and warrant that they have been made in accordance with the provisions of this MOU. HFA and each Participating Record Company that pays HFA P&U Advances agree to treat their relevant agreement(s) as modified to the extent described in this Section 4.13 (without requiring other changes in the basis of computation of the participating Record Company's HFA P&U Advance). HFA will consult in good faith with any Participating Record Company that will incur out-of-pocket expenses in connection with any attestation required by the special true-up process to minimize such burden to the extent possible (e.g., by adjusting the relevant attestation process to avoid the need for two attestations in quick succession). For the avoidance of doubt, no interest charge or other penalty shall apply under any agreement between a Participating Record Company and HFA with respect to payment of HFA P&U Advances for any underpayment of advances under such agreement by virtue of such parties' following the process set forth in this Section 4.13; provided, however that this sentence does not waive any rights with respect to other aspects of performance under such agreements.

- 4.14 Calculation of Publisher Market Shares.** The Group I Administrator will use the Publisher Payment Data and HFA Payment Data to calculate the relative U.S. market shares of potential Participating Publishers with respect to each Participating Record Company ("**Publisher Market Share**") according to the following general methodology. After first determining HFA market share percentages for particular Publishers with

respect to a Participating Record Company during the Group I Period based upon the HFA Payment Data by dividing each Publisher's total distributions as reported by HFA pursuant to clause (c) of Section 4.6 by total HFA distributions as reported by HFA pursuant to clause (a) of Section 4.6 ("**HFA Market Share**"), the Group I Administrator shall, with respect to each potential Participating Publisher, (i) multiply such Publisher's HFA Market Share by the total amount of Publisher Payments paid to HFA as reported by such Participating Record Company pursuant to clause (c) of Section 4.7; (ii) add the result of clause (i) to the total amount of Publisher Payments paid to such Publisher as reported by such Participating Record Company pursuant to clause (b) of Section 4.7; and (iii) divide the result of clause (ii) by the sum of the total amounts reported by the Participating Record Company pursuant to clauses (b) and (c) of Section 4.7. In order to ensure that the distribution process is as equitable as possible, the Group I Administrator shall have the discretion to address any limitations or omissions in the available data by making fair and reasonable interpretations and extrapolations of such data.

- 4.15 Enrollment of Participating Publishers.** The Group I Administrator will establish an initial enrollment process of up to ninety (90) days by which Publishers may choose to participate in the MOU and claim shares of the Group I Fund and Group II Fund ("**Initial Group I Enrollment**"). NMPA shall promptly notify RIAA of the date of commencement of the Initial Group I Enrollment and the end date for the Initial Group I Enrollment. The enrollment period may be extended by the Group I Administrator in his discretion in order to permit additional Publishers to participate, provided that no such extension shall exceed a period of ninety (90) days from the end date for the Initial Group I Enrollment. Those Publishers who elect to participate in the MOU by executing an Opt-In Form (as described below) shall become Participating Publishers. No release or Late Fee Waiver under this MOU shall be effective with respect to any Publisher unless and until such Publisher becomes a Participating Publisher according to the procedure set forth in this Section 4.15. Participating Publishers will participate in both the Group I Distribution Process and Group II Distribution Process and will receive the other benefits to them under the MOU. In addition, Participating Publishers will be required to (a) abide by the terms and conditions of the MOU, including, without limitation, Article 7, the Default Rules and Best Practices; and (b) provide a release containing substantially the provisions attached hereto as Exhibit H (Release). NMPA shall provide to RIAA copies of the form of all materials proposed to be distributed to Publishers in connection with the enrollment process, including the instrument by which a Publisher manifests its agreement to become a Participating Publisher and provide the aforementioned release ("**Opt-In Form**"). Such materials shall not be distributed to Publishers as part of the enrollment process until RIAA has confirmed that such materials are not inconsistent with the MOU, and in particular the form of the release to be

provided by the Participating Publisher, provided that RIAA shall provide its comments thereon to the Group I Administrator within ten (10) days. During the enrollment process, if a Publisher approaches a Participating Record Company seeking payment of P&U Royalties with respect to Product Distributions of Group I Product before such Participating Record Company's Group I Cutoff Date, the Participating Record Company may notify NMPA, and NMPA will use commercially reasonable efforts to encourage such Publisher to receive such payments through participation in the MOU. In submitting its Opt-In Form, each Publisher shall be representing and warranting to RIAA and the Participating Record Companies that, subject to Section 4.21 below, it has the right, power and authority to participate in the MOU, and to grant the release, according to their terms. At the conclusion of the enrollment process (and the conclusion of any extended enrollment process), the Group I Administrator shall (i) notify RIAA of the identities of all Participating Publishers, and (ii) provide RIAA with copies of all of the Participating Publishers' Opt-In Forms. Throughout the enrollment process, until such time as the Group I Administrator provides the final information described in the immediately preceding sentence, the Group I Administrator shall supply an updated list of Participating Publishers to RIAA on a monthly basis. In addition, the Group I Administrator will promptly respond to reasonable inquiries from Participating Record Companies seeking to verify whether a particular songwriter, Publisher, or catalog of musical compositions is a Participating Publisher, or is covered by a Participating Publisher's enrollment, in connection with such Participating Record Company's possible clearance and payment of particular P&U items. In so doing, the Group I Administrator may seek such information as is necessary from such Participating Publisher, which such Participating Publisher shall provide in response to any such inquiry from the Group I Administrator, subject to the confidentiality restrictions contained in any relevant agreement. If confidentiality restrictions in a relevant agreement are inconsistent with providing requested information, the Participating Publisher shall cooperate with the Group I Administrator (including by seeking consent for disclosure) so that it nonetheless can be known whether a particular songwriter, Publisher, or catalog of musical compositions is a Participating Publisher, or is covered by a Participating Publisher's enrollment.

- 4.16 Minimum Publisher Participation.** RIAA shall have the option to terminate this MOU upon written notice to NMPA no later than fifteen (15) days after RIAA's receipt of a Triggering Notice (as defined below), if, by the end of the Initial Group I Enrollment, the universe of Participating Publishers does not include (i) EMI Music Publishing, (ii) Sony/ATV Music Publishing, (iii) Universal Music Publishing Group, (iv) Warner/Chappell Music, and (v) additional Publishers having, in the aggregate, a weighted average Publisher Market Share across all Participating Record Companies equal to at least ten percent (10%). For

such purpose, the weighted average Publisher Market Share for a Publisher across all Participating Record Companies shall be determined as follows: (a) multiply such Publisher's Publisher Market Share for each Participating Record Company by such Participating Record Company's Group I P&U Royalties; (b) add the results of clause (a) for all Participating Record Companies; (c) divide the results of clause (b) by the aggregate Group I P&U Royalties for all Participating Record Companies. NMPA shall notify RIAA promptly in writing if, after commencement of the Initial Group I Enrollment, the universe of Participating Publishers includes such entities as are described in clauses (i) through (v) above (making RIAA's termination option unavailable), and with such notice shall provide copies of the relevant instruments by which such entities manifested their agreement to become Participating Publishers. If, by the end of the Initial Group I Enrollment, the universe of Participating Publishers does not include such entities as are described in clauses (i) through (v) above (making RIAA's termination option available), NMPA shall so notify RIAA within five (5) days (such notice a **"Triggering Notice"**). In submitting any such notice to RIAA, NMPA shall be representing and warranting that the facts stated in such notice are true and accurate. If RIAA exercises its termination option pursuant to this Section 4.16, the Group I Administrator shall refund all amounts previously paid into the Group I Escrow Account, to the Participating Record Company or HFA, as applicable, within twenty (20) days; provided that if such a refund causes a Participating Record Company's HFA P&U Advances to be materially inconsistent with the agreement between such Participating Record Company and HFA concerning such HFA P&U Advances, such Participating Record Company and HFA shall promptly address the matter. In the event of RIAA's exercise of its termination option pursuant to this Section 4.16, the MOU shall be of no further force or effect and there shall be no Late Fee Waivers or releases provided hereunder; provided, however, that the monies paid by the Participating Record Companies to the Group I Escrow Account shall be refunded as described in this Section 4.16 and the confidentiality obligations of Article 11 shall survive.

- 4.17 Further Group I Deposit.** If, after commencement, but prior to conclusion, of the Initial Group I Enrollment, the universe of Participating Publishers includes such entities as are described in clauses (i) through (v) of Section 4.16 (making RIAA's termination option unavailable), the Group I Administrator shall determine for each Participating Record Company a further Group I deposit (**"Further Group I Deposit"**) equal to (a) its Group I P&U Royalties (b) multiplied by the sum of (i) the aggregate Publisher Market Share of the Publishers described in clauses (i) through (iv) of Section 4.16 above for such Participating Record Company, and (ii) ten percent (10%), (c) less such Participating Record Company's Initial Group I Deposit (pursuant to Section 4.12). The Group I Administrator shall notify each Participating Record Company of its

Further Group I Deposit, with such notice to set forth the calculation above and represent and warrant that the calculation has been made in accordance with the provisions of this MOU. Within seven (7) days of being notified in writing by the Group I Administrator of its Further Group I Deposit amount, but in any event no earlier than January 15, 2010, each Participating Record Company shall pay to the Group I Administrator its Further Group I Deposit.

- 4.18 Calculation of Group I Payments.** Once the Group I Administrator has concluded the Initial Group I Enrollment and thereby established the initial universe of Group I Participating Publishers and, with respect to each Participating Record Company, the aggregate Publisher Market Shares of Group I Participating Publishers that received royalties from such Participating Record Company during the Group I Period, provided that RIAA has not exercised its termination option pursuant to Section 4.16, the Group I Administrator will notify such Participating Record Company in writing of the amount of total Group I P&U Royalties to be paid by such Participating Record Company (representing the aggregate Publisher Market Shares of Participating Publishers who received royalties from such Participating Record Company during the Group I Period (determined as provided above in Section 4.14) multiplied by that Participating Record Company's Group I P&U Royalties) in connection with the initial Group I Distribution Process (the "**Group I Payment Amount**"). Such notice shall set forth the calculation above and represent and warrant that the calculation has been made in accordance with the provisions of this MOU.
- 4.19 Group I Payments.** Within seven (7) days after receiving the notice referenced in Section 4.18, but in any event no earlier than January 15, 2010 ("**First Group I Payment Date**"), each Participating Record Company shall pay its Group I Payment Amount, less such Participating Record Company's Initial Group I Deposit (pursuant to Section 4.12), and less such Participating Record Company's Further Group I Deposit (pursuant to Section 4.17) if any, by wire transfer to the Group I Escrow Account. If the Group I Administrator extends the Group I enrollment process as described in Section 4.15, substantially the same procedures as described in Sections 4.18 and this 4.19 shall apply at the conclusion of such extended enrollment process to payments by Participating Record Companies for the additional aggregate Publisher Market Shares resulting therefrom (the date any further payment as a result thereof is due, the "**Second Group I Payment Date**"). However, if a Participating Record Company pays P&U Royalties with respect to Group I Product to a Publisher after the Initial Group I Enrollment based on the understanding that such Publisher is not a Participating Publisher, and such Publisher becomes a Participating Publisher during an extension of the Group I enrollment process as described in Section 4.15, upon providing notice of and supporting documentation evidencing the nature and amount of such payment, and that such payment consisted of

accrued P&U Royalties, prior to the Second Group I Payment Date, the Participating Record Company's additional payment shall be correspondingly reduced. In order to effectuate the foregoing, the Group I Administrator shall provide the final enrollment list for any extended enrollment process pursuant to Section 4.15 at least seven (7) days before the Second Group I Payment Date.

4.20 Distribution of Group I Fund. The Group I Administrator will distribute the Group I Fund from the Group I Escrow Account to Group I Participating Publishers pursuant to a reasonable and nondiscriminatory market-share methodology and according to such reasonable payment procedures as the Group I Administrator may establish.

4.21 Authority of Participating Publisher. If a claim is made against a Participating Record Company that would be released pursuant to the release granted pursuant to an Opt-In Form (as described in Section 4.15 above) if a Participating Publisher had the authority to grant such release on behalf of the claiming party ("**Putative Claim**"), upon written request of such Participating Record Company describing such Putative Claim, such Participating Publisher shall review the matter and provide information to the Participating Record Company concerning the extent of its authority to have granted the release as to the Putative Claim. If the Participating Publisher's authority did not extend to the granting of such release, the Participating Publisher shall so notify the Participating Record Company and the Group I Administrator, who shall engage in the following refund process ("**Refund Process**"): The Group I Administrator shall calculate the percentage share of payments of P&U Royalties made to the Participating Publisher attributable to the claiming party ("**Excluded Share**"), as hereinafter provided, and notify the Participating Publisher and the Participating Record Company of the Excluded Share and dollar amount to be returned ("**Refund Amount**"). The Participating Publisher shall, within seven (7) days of receiving notice of the Refund Amount, return the Refund Amount to the Group I Administrator, who shall, in turn, return the Refund Amount to the Participating Record Company, along with any additional monies paid by or on behalf of the Participating Record Company for the claiming party's Excluded Share received by the Group I Administrator but not yet distributed. The Participating Record Company shall thereafter exclude the claiming party's share from any additional payments of P&U Royalties to the Group I Administrator. In addition, if, after enrolling in and/or receiving a distribution through the Group I Distribution Process, a Participating Publisher determines reasonably and in good faith that a bona fide issue has arisen with respect to the inclusion of a person or entity in its distribution, such Participating Publisher may exclude such person or entity from its participation in the Group I Distribution Process by notifying the Participating Record Companies and the Group I Administrator of its desire to exclude such person or entity from its

enrollment; provided, however, that the Participating Publisher notifies the Participating Record Companies and the Group I Administrator of its desire to exercise such right no later than eighteen (18) months after the date of its receipt of an initial distribution from the Group I Fund. The Group I Administrator shall proceed to implement the Refund Process according to the methodology described above for the person or entity to be excluded with respect to each Participating Record Company. In any case where an Excluded Share needs to be calculated for purposes of this Section 4.21, the relevant Participating Publisher shall supply to the Group I Administrator (a) the total amount of royalties paid by such Participating Publisher attributable to the party or entity to be excluded during the Group I Period or Group II Period (as defined in Section 5.4), as applicable, and (b) the total amount of royalties paid by such Participating Publisher to all persons and entities during the same period. The Participating Publisher shall provide a letter signed by an executive of appropriate authority representing and warranting that such information is true and accurate. The Participating Publisher also shall cooperate with the Group I Administrator promptly to address and rectify any concerns about such information. The Group I Administrator shall calculate the Excluded Share by dividing the amount supplied pursuant to the foregoing clause (a) by the amount supplied pursuant to the foregoing clause (b). For the avoidance of doubt, upon the Participating Record Company's receipt of the complete amount due to be returned pursuant to the Refund Process described herein, to the extent, if any, it is not already excluded as a matter of law, the party or entity that is the subject of such Refund Process shall be automatically and thereafter be deemed excluded from participation in this MOU through the relevant Participating Publisher vis-à-vis such Participating Record Company from inception, including the scope and operation of the release granted pursuant to Section 4.15 and Exhibit H (Release), without any further action on the part of any person.

- 4.22 Continuing Sales of Group I Product.** Each Participating Record Company shall continue to track and accrue P&U Royalties for Product Distributions of Group I Product occurring after its Group I Cutoff Date in accordance with its standard accounting practices, subject to Section 1.33; provided, however, it shall not reduce any accrual rate for P&U Royalties attributable to any Group I Product that is a Physical Product except (a) if the Participating Record Company determines in good faith that a musical composition embodied in Group I Product is in the public domain, it may, upon making such determination, cease accruing P&U Royalties for such composition as embodied in such Product (and no Late Fee Waiver or release under the MOU shall apply to such composition as embodied in units of such Product subsequently distributed); and (b) if the Participating Record Company clears one or more shares of a musical composition embodied in Group I Product such that the royalties payable for such share or shares are being paid to one or more Publishers, the accrual rates for the relevant musical composition or Product, as applicable, may be adjusted

accordingly. Commencing upon May 15, 2010, the Participating Record Companies will begin paying the portion of additional accrued P&U Royalties for Group I Product corresponding to the aggregate Publisher Market Shares of Participating Publishers to the Group I Escrow Account, with a payment notice to the Group I Administrator, on a quarterly basis; provided, however, that (i) the initial quarterly payment shall include payments for both the last calendar quarter of 2009 and first calendar quarter of 2010; and (ii) if the Group I Administrator has not notified the Participating Record Company of its aggregate Publisher Market Shares of Participating Publishers by April 30, 2010, such payment shall not be due until the next quarterly payment date at least fifteen (15) days after the Group I Administrator has notified the Participating Record Company of its aggregate Publisher Market Shares of Participating Publishers. Such royalties shall be distributed by the Group I Administrator on a periodic, market-share basis in accordance with such reasonable procedures as the Group I Administrator may establish. The Group I Administrator and Participating Record Companies shall cooperate in good faith concerning additional details concerning the ongoing payment process. The Best Practices Group shall establish procedures for reviewing and coding Group I Product that has previously resulted in accrual of P&U Royalties for ongoing payment to Participating Publishers, when such payment is possible, in lieu of ongoing payment to the Group I Escrow Account (i.e., the item will be removed from P&U). Such procedures may take into consideration questions of timing and materiality, provided they are designed to achieve the goal of coding items for payment to Participating Publishers when possible. For the avoidance of doubt and consistent with Section 1.33, if, after the Effective Date, a Participating Record Company clears any one or more shares of a musical composition embodied in Group I Product, royalty payments thereafter for such share or shares shall be payable by such Participating Record Company in accordance with the terms of the applicable license, and not this MOU. If at some point in the future the costs of distributing the ongoing payments of P&U Royalties for sales of Group I Product become excessive in relation to the amount of such payments or the distribution process otherwise becomes commercially impracticable, the Parties shall consult as to an alternative arrangement, which may include modification of the ongoing distribution process.

5.0 Group II Process.

- 5.1 Clearance Efforts.** Beginning on the Effective Date, each Participating Record Company shall commence good faith, commercially reasonable efforts to clear Group II Product and pay out P&U Royalties for Group II Product, including thorough implementation of the Default Rules applicable to Group II Product as described in Exhibit A (Default Rules) and Best Practices as described in Exhibit B (Best Practices). To the extent a Participating Record Company clears Group II Product, royalties

payable under the applicable license shall no longer be deemed to be P&U Royalties for such Group II Product and, therefore, shall be payable in accordance with the terms of the applicable license, and not this MOU.

- 5.2 Group II Administrator.** Prior to June 30, 2010, NMPA will retain either Feinberg or another qualified third party, or HFA, to act as the Group II Administrator. The Group II Administrator shall have the discretion to retain, as necessary, consultants, accountants, or other third-party service providers to fulfill his, her or its obligations under this MOU. Notwithstanding the foregoing, NMPA shall have the discretion to appoint a different Group II Administrator at any time. NMPA shall notify RIAA of any person or entity that NMPA proposes to appoint as Group II Administrator, and provide RIAA a reasonable opportunity to comment concerning such proposed appointment. NMPA shall notify RIAA once appointment of a new Group II Administrator is completed. NMPA shall cause the Group II Administrator to perform all obligations of the Group II Administrator under this MOU.
- 5.3 Group II Escrow Account.** NMPA shall cause the Group II Administrator to establish an escrow account for the Group II Fund (the “**Group II Escrow Account**”). For the avoidance of doubt, interest earned on the funds in the Group II Escrow Account shall be for the benefit of Participating Publishers.
- 5.4 Group II Data and Cooperation.** Participating Record Companies and HFA shall, on or before July 30, 2010, provide data to the Group II Administrator and cooperate with the Group II Administrator in substantially the same manner and according to substantially the same methodology described in Sections 4.6, 4.7 and 4.8 above, but as applied to the period January 1, 2007 through December 31, 2008 (“**Group II Period**”) rather than the Group I Period; provided that (i) there shall be no initial delivery of such data as provided in Section 4.9 of the TOA; and (ii) the attestation substantially in the appropriate form of Exhibit D (Report of Independent Accountants on Applying Agreed-Upon Procedures) shall apply to only one year of 2007-2008 selected by the Group II Administrator. Participating Record Companies, Participating Publishers and HFA shall cooperate with the Group II Administrator in substantially the same manner and according to substantially the same methodology described in Section 4.11 above with respect to the Group II Period, but as applied to the Group II Period rather than the Group I Period. Based on such data, the Group II Administrator shall calculate Publisher Market Shares for the Group II Period in substantially the same manner and according to substantially the same methodology described in Section 4.14 above.
- 5.5 Group II P&U Royalties.** Promptly after its Group II Cutoff Date, each Participating Record Company shall identify and attest to, with respect to

Product Distributions through and including such Group II Cutoff Date, all of its accrued P&U Royalties attributable to (a) Group I, Group II and Group III Product in the aggregate ("**Updated Aggregate P&U Royalties**"); and (b) Group II Product in particular ("**Group II P&U Royalties**"), in substantially the same manner and according to substantially the same methodology described in Sections 4.3 and 4.9 above, but with appropriate adjustments (including to the applicable testing procedures) to reflect the fact that Group II Product is limited to Product with a Release Date after December 31, 2006 and prior to January 1, 2009; provided that Updated Aggregate P&U Royalties and Group II P&U Royalties with respect to Product Distributions made through and including such Group II Cutoff Date may be reduced to reflect payments of such P&U Royalties to Publishers between such Group II Cutoff Date and the date of the attestation described below in this Section 5.5. RIAA's good faith estimate of combined Updated Aggregate P&U Royalties and Group II P&U Royalties shall be provided by August 2, 2010. The attestation of each Participating Record Company's Updated Aggregate P&U Royalties and Group II P&U Royalties shall be provided to the Group II Administrator no later than September 30, 2010. In submitting such attestation to the Group II Administrator, each Participating Record Company shall be representing and warranting that the amounts of Aggregate P&U Royalties and Group II P&U Royalties identified therein are a true and accurate reflection of the accrued P&U Royalties on its books as of its Group II Cutoff Date (taking into account payments of such P&U Royalties to Publishers between such Group II Cutoff Date and the date of the attestation).

5.6 Group II Enrollment Process. The Group II Administrator will establish another enrollment process by which Publishers who did not become Participating Publishers through the enrollment process in connection with the Group I Distribution Process may choose to become Participating Publishers to participate in the Group II Distribution Process, substantially in the manner, and subject to the same requirements, described in Section 4.15. Any Publishers who elect to participate in the MOU pursuant to this Group II enrollment process shall be considered Participating Publishers and shall receive the benefits to them under the MOU and be subject to the requirements for Participating Publishers set forth in Section 4.15 for the duration of the Term; provided, however, that they will not be eligible to participate in the Group I Distribution Process.

5.7 Group II Payments. Once the Group II Administrator has concluded the Group II enrollment process and thereby established the updated and complete universe of Participating Publishers and, with respect to each Participating Record Company, the aggregate Publisher Market Shares of Participating Publishers who received royalties from such Participating Record Company during the Group II Period, the Group II Administrator will calculate and notify such Participating Record Company in writing of

the amount of Group II P&U Royalties to be paid by such Participating Record Company (representing the aggregate Publisher Market Shares of Participating Publishers identified by such Participating Record Company as royalty recipients multiplied by that Participating Record Company's Group II P&U Royalties) in connection with the Group II Distribution Process ("**Group II Payment Amount**"), in substantially the same manner as provided in Section 4.18. Within seven (7) days after receiving such notification, but in any event no earlier than October 15, 2010, each Participating Record Company shall pay its Group II Payment Amount, less any applicable HFA Credit determined by applying the methodology described in Section 5.8, by wire transfer to the Group II Escrow Account, and HFA shall pay any applicable HFA Credit amounts to the same account. If the Group II Administrator extends the Group II enrollment process, substantially the same procedures as provided in Section 4.19 for payment in the event of extension of the Group I enrollment process shall apply to payment in connection with such extension of the Group II enrollment process.

- 5.8 HFA Credit.** Each Participating Record Company may apply certain amounts previously paid to HFA as HFA P&U Advances for Group II Product as a credit against its Group II Payment Amount under Section 5.7, as described in this Section 5.8. At the same time as the Group II Administrator provides notification of Group II Payment Amounts as described in Section 5.7, the Group II Administrator shall notify HFA and each Participating Record Company that has paid HFA P&U Advances of (i) the percentage obtained by dividing the Participating Record Company's Group II P&U Royalties by its Updated Aggregate P&U Royalties; (ii) the percentage obtained by dividing the aggregate Publisher Market Shares of Participating Publishers with respect to the Group II Distribution Process that are HFA Publishers by the aggregate Publisher Market Shares with respect to the Group II Distribution Process of all HFA Publishers; and (iii) the product of the percentages identified in clauses (i) and (ii) above. The product specified in clause (iii) above multiplied by the Participating Record Company's then-current HFA P&U Advances shall constitute its "**HFA Credit**." Within forty-five (45) days following the end of the calendar quarter in which the Group II Payment Amount is known and paid, or at such other date as they may agree, HFA and each Participating Record Company that pays HFA P&U Advances will attend to a special adjustment of such HFA P&U Advances to reflect payment of such Participating Record Company's actual Group II Payment Amount and ensure the appropriate level of HFA P&U Advances for Product not covered by the Group II Payment Amount is maintained at HFA, in substantially the same manner as provided in Section 4.13. The provisions of Section 4.13 concerning modification of relevant agreement(s), consultation to avoid certain out-of-pocket expenses, and the unavailability of penalties under relevant agreement(s) likewise shall apply to the process contemplated by this Section 5.8.

- 5.9 Distribution of Group II Fund.** The Group II Administrator will distribute the Group II Fund from the Group II Escrow Account to Group II Participating Publishers pursuant to a reasonable and nondiscriminatory market-share methodology and according to such reasonable payment procedures as the Group II Administrator may establish.
- 5.10 Authority of Participating Publisher.** The exclusion procedures set forth in Section 4.21 shall apply to the Group II Distribution Process, except that they shall be conducted by the Group II Administrator.
- 5.11 Continuing Sales of Group II Product.** Each Participating Record Company shall continue to track and accrue P&U Royalties for Product Distributions of Group II Product occurring after its Group II Cutoff Date in accordance with its standard accounting practices, subject to Section 1.33; provided, however, it shall not reduce any accrual rate for P&U Royalties attributable to any Group II Product that is a Physical Product except (a) if the Participating Record Company determines in good faith that a musical composition embodied in Group II Product is in the public domain, it may, upon making such determination, cease accruing P&U Royalties for such composition as embodied in such Product (and no Late Fee Waiver or release under the MOU shall apply to such composition as embodied in units of such Product subsequently distributed); and (b) if the Participating Record Company clears one or more shares of a musical composition embodied in Group II Product such that the royalties payable for such share or shares are being paid to one or more Publishers, the accrual rates for the relevant musical composition or Product, as applicable, may be adjusted accordingly. Commencing on February 15, 2011, the Participating Record Companies will begin paying the portion of additional accrued P&U Royalties for Group II Product corresponding to the aggregate Publisher Market Shares of Participating Publishers to the Group II Escrow Account on a quarterly basis, as described in Section 4.22 above; provided, however, that (i) the initial quarterly payment shall include payments for the last two calendar quarters of 2010; and (ii) if the Group II Administrator has not notified the Participating Record Company of its aggregate Publisher Market Shares of Participating Publishers by January 31, 2011, such payment shall not be due until the next quarterly payment date at least fifteen (15) days after the Group II Administrator has notified the Participating Record Company of its aggregate Publisher Market Shares of Participating Publishers. Such royalties shall be distributed by the Group II Administrator on a periodic, market-share basis in accordance with such reasonable procedures as the Group II Administrator may establish. The Group II Administrator and Participating Record Companies shall cooperate in good faith concerning additional details concerning the ongoing payment process. A Participating Record Company shall adhere to the procedures for coding of payable Product established by the Best Practices Group pursuant to

Section 4.22. For the avoidance of doubt, if a Participating Record Company clears any one or more shares of a musical composition embodied in Group II Product, royalty payments thereafter for such share or shares shall be payable by such Participating Record Company in accordance with the terms of the applicable license, and not this MOU. If at some point in the future the costs of distributing the ongoing payments of P&U Royalties for sales of Group II Product become excessive in relation to the amount of such payments or the distribution process otherwise becomes commercially impracticable, the Parties shall consult as to an alternative arrangement, which may include modification of the ongoing distribution process.

6.0 Group III Process.

- 6.1 Clearance Efforts.** Beginning on the Effective Date, each Participating Record Company shall commence good faith, commercially reasonable efforts to clear Group III Product and pay out P&U Royalties for Group III Product, including through implementation of the Default Rules as described in Exhibit A and Best Practices as described in Exhibit B. To the extent a Participating Record Company clears Group III Product, royalties payable under the applicable license shall no longer be deemed to be P&U Royalties for such Group III Product and, therefore, shall be payable in accordance with the terms of the applicable license, and not this MOU.
- 6.2 P&U Royalties.** Each Participating Record Company shall track and accrue P&U Royalties for Group III Product that cannot be cleared in accordance with its standard accounting practices, subject to Section 1.33.

7.0 Late Fee Relief.

- 7.1 In General.** Except as otherwise expressly provided in this MOU, Late Fees shall be payable (or not) by Participating Record Companies as may be applicable under the relevant license agreement and/or Sections 115 or 803 of the Copyright Act, as applicable. This MOU in itself does not give rise to any obligation to pay Late Fees. Any such obligation arises, if at all, only under the relevant license agreement and/or Sections 115 or 803 of the Copyright Act, as applicable. The purpose of this Article 7 is only to grant a Late Fee Waiver in the specific circumstances provided herein when Late Fees otherwise would be payable under the relevant license agreement and/or Sections 115 or 803 of the Copyright Act, as applicable. It does not otherwise express or imply any agreement, and shall not otherwise be used as evidence, that Late Fees are (or are not) due under any particular license agreement, except as to enforcement of the MOU.
- 7.2 Implementation Default Rules and Best Practices.** Upon the Effective Date, each of the Parties, Participating Record Companies and

Participating Publishers shall commence good faith efforts to implement the Default Rules described in Exhibit A (Default Rules) and Best Practices described in Exhibit B (Best Practices). The Best Practices shall be fully implemented in all material respects by January 1, 2010 and the Default Rules shall be fully implemented in all material respects by April 1, 2011.

- 7.3 Adjustment of Default Rules and Best Practices.** The Best Practices Group may, from time to time, review the implementation and operation of the Default Rules and Best Practices under this MOU and determine modifications to same, which such modifications, if any, shall be memorialized in a writing to be signed by the Parties and incorporated into this MOU as an amendment hereof. Without limiting the foregoing, during the first calendar quarter of 2011, the Best Practices Group shall review the implementation and operation of the Default Rules and Best Practices under this MOU in accordance with Exhibit B (Best Practices) Section B.2.1 to determine whether any modifications should be made. Any such modifications shall be memorialized in a writing to be signed by the Parties and incorporated into this MOU as an amendment hereof no later than March 31, 2011, and the Default Rules and Best Practices as so modified shall apply commencing as of April 1, 2011. If the Best Practices Group does not choose to modify the Default Rules and Best Practices, the Default Rules and Best Practices will continue to apply as they then exist.
- 7.4 Waiver of Late Fees.** Participating Publishers and HFA, insofar as it is acting on their behalf, shall provide Late Fee Waivers to Participating Record Companies as follows. Except to the extent that a Participating Record Company fails to pay its Group I Payment Amount and P&U Royalties on continuing sales of Group I Product as and when required by Article 4 of this MOU, Participating Publishers and HFA, insofar as it is acting on behalf of Participating Publishers, Waive, to the extent of the shares they represent, accrual and collection of Late Fees with respect to P&U Royalties attributable to musical compositions embodied in Group I Product at any time prior to, during or after the Term. Provided that a Participating Record Company abides by the terms of this MOU, including, without limitation, by implementing in good faith the Default Rules and Best Practices as contemplated by this MOU (including as they may be modified pursuant to Section 7.3 above): (a) Participating Publishers and HFA, insofar as it is acting on behalf of Participating Publishers, Waive, to the extent of the shares they represent, accrual and collection of Late Fees with respect to P&U Royalties attributable to musical compositions embodied in Group II Product that otherwise would accrue prior to the relevant Participating Record Company's Group II Cutoff Date; (b) Participating Publishers and HFA, insofar as it is acting on behalf of Participating Publishers, Waive, to the extent of the shares they represent, accrual and collection of Late Fees with respect to P&U

Royalties attributable to musical compositions embodied in Group III Product that otherwise would accrue from January 1, 2009 through March 31, 2011; and (c) beginning as of April 1, 2011 through the duration of the Term, Participating Publishers and HFA, insofar as it is acting on behalf of Participating Publishers, Waive, to the extent of the shares they represent, the accrual and collection of certain Late Fees applicable to musical compositions embodied in Group III Product to the extent described in the Default Rules and below in this Article 7. Except to the extent that a Participating Record Company fails to pay its Group II Payment Amount and P&U Royalties on continuing sales of Group II Product as and when required by Article 5 of this MOU, Participating Publishers and HFA, insofar as it is acting on behalf of Participating Publishers, Waive, to the extent of the shares they represent, accrual and collection of Late Fees with respect to P&U Royalties attributable to musical compositions embodied in Group II Product at any time after a Participating Record Company's Group II Cutoff Date. For the avoidance of doubt, to the extent continuing Group I and Group II payments in accordance with Sections 4.22 and 5.11 are not made on time, the Late Fee Waiver provided in this Section 7.4 shall not apply thereto. The Late Fee Waivers provided in this Section 7.4 are effective with respect to a share of a musical composition only if that share is owned, administered or otherwise controlled by a Publisher that becomes a Participating Publisher, such Participating Publisher has the legal authority to grant such Late Fee Waiver with respect to such share, and such share has not been excluded from operation of the MOU pursuant to Section 4.21.

- 7.5 Third-Party Providers.** In addition to any Late Fee Waiver applicable to P&U Royalties, a Participating Record Company's delay in payment of Specified Royalties to a Participating Publisher or HFA for Group I Product, Group II Product or Group III Product distributed by a third party pursuant to the authorization of the Participating Record Company (a **"Pass-Through Arrangement"**) during the last month of a quarterly royalty period shall be subject to a Late Fee Waiver to the extent the third party fails to report or pay royalties to such Participating Record Company in time to be included in such Participating Record Company's quarterly payment for such royalty period, according to the Participating Record Company's closing date in the ordinary course of business, provided that such Participating Record Company adheres to the following procedures with respect to Group I Product, Group II Product and Group III Product:

- 7.5.1 Advances.** Commencing on February 15, 2010 and continuing for the Term, any Participating Record Company seeking the Late Fee Waiver described in Section 7.5 above shall pay to HFA and any individual Participating Publisher that represents at least ten percent (10%) of that Participating Record Company's total U.S. royalty payments (including payments made through HFA) as determined in Section 4.14, on a semiannual basis, an advance (or

shall true up its existing advance) against Mechanical Royalties expected to be due to HFA or directly to such Participating Publisher, as applicable, and for which payment is expected to be delayed due to the Pass-Through Arrangement, determined on the basis of the average monthly royalty over the six (6) month period beginning three (3) full quarters and ending one (1) full quarter before the date the advance is paid or trued up, as applicable. By way of example, the advance paid by a Participating Record Company at February 15, 2010 shall be based on its average monthly Specified Royalties for distribution of Digital Product through third-party services due to HFA or each such Participating Publisher, as applicable, for the period from the beginning of its April 2009 fiscal month through the end of its September 2009 fiscal month. For the avoidance of doubt, advance payments made to HFA shall be based on average monthly payments to HFA, and advance payments made directly to a individual Participating Publisher shall be based on average monthly payments directly to that Participating Publisher (as opposed to payments to that Participating Publisher through HFA). For purposes of clarification, any successor of a Participating Publisher that satisfies the threshold percentage above as of the Effective Date shall continue to be eligible to receive such advances during the Term. The specific advance methodology and true-up process shall be determined by the Best Practices Group prior to January 1, 2010.

7.5.2 Participating Record Company Audits. In the event a Participating Record Company audits a third-party service provider in connection with its use of sound recordings embodying musical compositions used under a Pass-Through Arrangement (a) such Participating Record Company shall assert claims for musical composition uses as well as master uses, as appropriate, in such audit, and (b) if such audit results in a settlement with such third-party service provider, such Participating Record Company shall pay to HFA and individual Participating Publishers, as applicable, the Participating Publishers' appropriate share of the audit settlement amount. For the avoidance of doubt, nothing in this Section 7.5.2 shall (nor shall the auditing Participating Record Company) waive the right of HFA or any individual Participating Publisher to seek additional Mechanical Royalties or associated Late Fees that may be due in connection with activity that is the subject of any such settlement; provided, however, that if an audit settlement shared with HFA and/or Participating Publishers, as applicable, includes an interest component paid by the third-party service provider, a Late Fee Waiver shall apply to the Mechanical Royalties included in such settlement.

7.6 Low-Volume Songs. In addition to any Late Fee Waiver applicable to P&U Royalties, in any case where total accrued unpaid Mechanical Royalties for all shares of a particular musical composition on a particular release are less than one hundred dollars (\$100.00), the Participating Record Company may choose to hold such royalties instead of paying them out as might otherwise be required, and shall receive a Late Fee Waiver with respect to such accrued Mechanical Royalties for so long as total accrued unpaid Mechanical Royalties for all shares of a particular musical composition are less than one hundred dollars (\$100.00); provided that (a) once accrued Mechanical Royalties for such composition reach one hundred dollars (\$100.00), the Participating Record Company will pay out all such Mechanical Royalties with its next quarterly royalty payment, subject, however, to the Two-Week Grace Period if the accrued royalties reach one hundred dollars (\$100.00) in the last two weeks of a quarterly royalty period; and (b) in the event a Participating Record Company has not paid out Mechanical Royalties within two (2) years following the date upon which such Mechanical Royalties were due to be paid under the applicable license, such Participating Record Company shall pay out all accrued Mechanical Royalties by such two (2) year anniversary date (including if such accrued Mechanical Royalties are less than one hundred dollars (\$100.00)); and further provided that the Best Practices Group will consider and provide guidance as to the specific implementation of this provision.

7.7 Authorized Legal Holds.

7.7.1 An “**Authorized Legal Hold**” is a Participating Record Company’s institution of a legal hold (a) on or after the Effective Date with respect to Specified Royalties attributable to a musical composition or share of a musical composition embodied in a Group I Product or Group II Product, or (b) at any time with respect to Specified Royalties attributable to a musical composition or share of a musical composition embodied in a Group III Product, in either case, as a result of pending litigation against such Participating Record Company or a reasonable apprehension of litigation based upon such Participating Record Company’s receipt of correspondence or oral threats documented by the Participating Record Company that would affect the Participating Record Company’s liability for the Specified Royalties on hold; provided, however, that, commencing six (6) months after the Effective Date, such Participating Record Company reviews each Authorized Legal Hold every six (6) months to determine if such legal hold continues to qualify as an Authorized Legal Hold (“**Legal Hold Review**”), in accordance with the following criteria. In conducting a Legal Hold Review, the Participating Record Company shall determine in good faith, in the case of any Authorized Legal Hold not involving pending litigation, if any material activity (e.g.,

additional correspondence or settlement discussions) has occurred with respect to the Authorized Legal Hold in the preceding six (6) months or, based on the totality of the circumstances, including the passage of time, the Participating Record Company continues to have a reasonable apprehension of litigation. If litigation is not pending, no material activity has occurred in the preceding six (6) months, and the Participating Record Company does not continue to have a reasonable apprehension of litigation, then the legal hold no longer qualifies as an Authorized Legal Hold. If litigation is not pending and material activity has occurred or, based on the totality of the circumstances, including the passage of time, the Participating Record Company continues to have a reasonable apprehension of litigation, the legal hold will continue to qualify as an Authorized Legal Hold, provided that upon making such determination the Participating Record Company sends notice to all relevant Participating Publishers and HFA in accordance with Section 7.7.2 below stating that it has reviewed the matter, found that it continues to qualify as an Authorized Legal Hold and will maintain it as such. Commencing six (6) months after the first Legal Hold Review process, Participating Record Companies shall also begin reviewing Preexisting Legal Holds in accordance with the same Legal Hold Review process to determine whether they qualify as Authorized Legal Holds and if so, shall include them in the aforementioned notice. For the avoidance of doubt, an Authorized Legal Hold excludes any share of a musical composition that is not affected by the dispute. A Late Fee Waiver will apply during the pendency of a legal hold that qualifies as an Authorized Legal Hold or, prior to the initial Legal Hold Review pursuant to this MOU, a Preexisting Legal Hold (but shall not apply to legal holds that do not qualify as Authorized Legal Holds, except in the case of Preexisting Legal Holds prior to their initial Legal Hold Review). For purposes of clarification, infringement and sample claims, and competing claims to a single writer's share of a composition, provide a basis for a Late Fee Waiver under this MOU solely to the extent, and solely for the duration, of such claims' qualification as an Authorized Legal Hold or, prior to the initial Legal Hold Review, as a Preexisting Legal Hold.

- 7.7.2 Authorized Legal Hold Notice.** When a Participating Record Company institutes an Authorized Legal Hold, or determines to continue an Authorized Legal Hold as the result of a Legal Hold Review, to obtain a Late Fee Waiver, the Participating Record Company shall send written notice to all affected Participating Publishers known to the Participating Record Company with an explanation of such Authorized Legal Hold and attaching, if appropriate, a copy of any written third-party claim that is the basis of such Authorized Legal Hold. Upon written request of an

affected Participating Publisher, the Participating Record Company shall promptly provide information regarding the status of an Authorized Legal Hold.

7.7.3 Release of Authorized Legal Hold. If and when an Authorized Legal Hold affecting payment of Mechanical Royalties no longer exists, any accrued Mechanical Royalties owed with respect to the composition that were held pursuant to the Authorized Legal Hold shall be due with the Participating Record Company's next quarterly royalty payment, and a Late Fee Waiver shall apply until that time. A Late Fee Waiver under this Section 7.7 shall not thereafter apply, provided that, if the Authorized Legal Hold is released within two (2) weeks prior to the close of the applicable quarter, the Two-Week Grace Period shall apply.

7.8 Publisher Fault. A Late Fee Waiver shall apply to Mechanical Royalties otherwise due but not payable solely as a result of, and solely during the pendency of, Publisher Fault. "**Publisher Fault**" exists when a Participating Record Company cannot obtain a Mechanical License or pay under an existing Mechanical License solely because (i) a Publisher, despite written request of a Participating Record Company to such Publisher, has failed to supply specific, existing, relevant information that is within such Publisher's knowledge (e.g., contact or tax information, or confirmation that the Publisher represents a certain writer), (ii) the Publisher is not locatable by the Participating Record Company using commercially reasonable efforts, or (iii) the Publisher refuses payment. For the avoidance of doubt, but without prejudice to any other Late Fee Waiver that may apply, Publisher Fault does not include any failure or delay in a Publisher response to a Participating Record Company request for information due to a dispute or unresolved issue that prevents such Publisher from providing a definitive response. Once the Publisher Fault is cured or ceases to exist, any accrued Mechanical Royalties owed with respect to the composition that were held pursuant to the Publisher Fault shall be due with the next quarterly royalty payment, and a Late Fee Waiver shall apply until that time. A Late Fee Waiver under this Section 7.8 shall not thereafter apply, provided that if the Publisher Fault is cured or ceases to exist within two (2) weeks prior to the close of the applicable quarter, the Two-Week Grace Period shall apply.

8.0 Publisher Audits. This MOU shall not limit or affect the right or ability of HFA or any individual Participating Publisher to conduct audits of Participating Record Companies and/or third-party services or providers, except as specifically provided in this Article 8. Neither shall it create any audit right where none otherwise exists, except as specifically provided in this Article 8. For purposes of future audits, P&U Royalties with respect to Product Distributions of Group I Product made through and including a Participating Record Company's Group I Cutoff Date and Product Distributions of Group II Product made through and

including a Participating Record Company's Group II Cutoff Date shall not be subject to examination or extrapolation by Participating Publishers, or HFA acting on their behalf, in the course of an audit. Product Distributions of Group I Product made after a Participating Record Company's Group I Cutoff Date ("**Group I Ongoing Payments**") and Product Distributions of Group II Product made after a Participating Record Company's Group II Cutoff Date (collectively, "**Group II Ongoing Payments**") shall be subject to audit by Participating Publishers, and HFA in acting on their behalf, only as follows. The Group I Administrator may itself, or may designate a third party to, conduct an audit of any one or more Participating Record Companies on behalf of Participating Publishers to determine whether such Participating Record Companies have made full and proper Group I Ongoing Payments pursuant to Section 4.22. Without limitation, such audit may address whether all relevant Group I Product and Product Distributions were fully and accurately represented in such payments, and may examine P&U accrual rates applied by the Participating Record Company, except that in the case of Physical Product such P&U accrual rates shall not be the subject of an audit claim or challenge; provided, however, that if requested by the Group I Administrator or an auditor acting on its behalf, a Participating Record Company shall supply a letter from an executive of appropriate authority representing and warranting that such Participating Record Company is in compliance with the first sentence of Section 4.22. Such an audit of a Participating Record Company shall not be commenced more than once in any three (3)-year period. Such an audit may be joined with a more general audit of a Participating Record Company (e.g. an audit conducted by a third-party auditor on behalf of HFA); provided, however, that the results of the audit of Group I Ongoing Payments shall be reported only to the Group I Administrator (which, for the avoidance of doubt, may be HFA if HFA is the Group I Administrator). The Group I Administrator shall have the authority to assert and settle audit claims resulting from such audit process on behalf of Participating Publishers, with any such settlement to be paid into the Group I Escrow Account for distribution in accordance with Section 4.22. Group II Ongoing Payments may be audited by the Group II Administrator or a third party acting on its behalf, and asserted and settled by the Group II Administrator, in the same manner as provided above for Group I Ongoing Payments, except with reference to Section 5.11 rather than 4.22. Except to the extent Late Fees have been expressly Waived for a Participating Record Company pursuant to this MOU or otherwise pursuant to any other applicable agreement, this MOU does not preclude a Participating Publisher or HFA from asserting Late Fee claims, or any other claims (including late fees or interest) in accordance with the relevant license or agreement, for unpaid, underpaid and late paid royalties as determined through the audit process. When Late Fees are recovered pursuant to an audit by or on behalf of a Participating Publisher, the Late Fee claim amount shall not accrue in the manner of compound interest, and no additional interest shall be applied to the Late Fee claim or the underlying payment, except as may otherwise be provided in a relevant license or agreement.

9.0 Compliance.

- 9.1 Effect of Breach in General.** In the event any Party believes another Party, Participating Record Company or Participating Publisher is not in compliance with any provision of this MOU in all material respects, any Party may give written notice (the “**Notifying Party**”) to such allegedly non-compliant entity (the “**Receiving Party**”), with a copy to all the other Parties, if applicable, informing the Receiving Party of the alleged noncompliance, in which case the Receiving Party shall have thirty (30) days to cure such default and provide evidence or reasonably satisfactory assurance of compliance. If no such evidence or assurance of compliance is provided within such thirty (30) day period, or such longer period as to which the Notifying Party and Receiving Party may agree, the Notifying Party may demand a meeting or conference call to discuss the situation to be attended by the CEO or CFO or other appropriate senior executive of the Notifying Party, the Receiving Party and any other Party. For purposes of clarification, notification under this Section 9.1 is not required to trigger the application of Late Fees to a musical composition where Late Fees are not excused according to the Default Rules or otherwise hereunder.
- 9.2 Effect of a Continuing Breach.** If a breach of this MOU is material, taking into account the totality of the rights, obligations and activity under this MOU with respect to the Receiving Party, and the Receiving Party fails, within thirty (30) days following the high-level meeting described in Section 9.1 above, to cure such default and produce evidence or reasonably satisfactory assurance of its compliance, the Notifying Party may declare the Receiving Party to be in material breach of this MOU and then shall be entitled to all rights and remedies against the Receiving Party that the Notifying Party may have at law or in equity. Additionally and without limiting the foregoing, if the Receiving Party is a Participating Record Company or a Participating Publisher, such Participating Record Company or Participating Publisher shall no longer be eligible to participate in the benefits of the MOU. Without limitation, the following shall be considered a material breach of this MOU: (a) repeated or systematic conduct by a Participating Record Company or Participating Publisher indicating that it will not or will no longer participate in the MOU; (b) a Participating Company’s failure to make a Group I Payment or Group II Payment on time; (c) a Participating Record Company’s or Participating Publisher’s repeated and systematic failure to comply with the Default Rules or Best Practices; and (d) a breach of any representation or warranty contained in this MOU that has more than an insignificant impact on implementation of this MOU.

10.0 Reserves and Expenses.

- 10.1** Acting under the direction of NMPA, the Group I Administrator and Group II Administrator will establish reasonable reserves from the Group I and Group II Funds, respectively, to cover administrative and legal expenses (including HFA commissions, if any), associated with the Group I Distribution Process and Group II Distribution Process. Such reserves shall be used to pay such expenses incurred by the Group I Administrator and Group II Administrator and/or by NMPA/HFA.
- 10.2** Acting under the direction of NMPA, the Group I Administrator and Group II Administrator may reserve a reasonable portion of the Group I Fund and Group II Fund, respectively, to cover any legal claims against the Group I Administrator or Group II Administrator, NMPA and/or HFA arising under this MOU.
- 10.3** It shall not be a breach of this MOU if NMPA chooses to seek a donation from Participating Publishers as part of the enrollment process.

11.0 Confidentiality.

- 11.1** **“Confidential Information”** means any nonpublic financial or commercially sensitive information, including Participating Record Company-specific P&U Royalty accruals (but not combined P&U Royalty accruals of all of the Participating Record Companies), legal hold amounts, Publisher Payment Data, Publisher Market Share data, and Publisher royalty information supplied pursuant to Section 4.21, that a Participating Record Company or Participating Publisher provides to NMPA, HFA, the Group I Administrator or the Group II Administrator pursuant to this MOU or that is developed by HFA, the Group I Administrator or the Group II Administrator pursuant to this MOU.
- 11.2** **Use and Disclosure of Confidential Information.** Other than as may be required by law, regulation or judicial ruling, NMPA and HFA shall, and shall cause the Group I Administrator and the Group II Administrator to, (i) use Confidential Information only for the purpose of administering this MOU, and (ii) not disclose Confidential Information to any person or entity other than employees of NMPA, HFA, the Group I Administrator or the Group II Administrator or their respective consultants or agents who have a need to know such information for the purpose of administering this MOU and who are subject to a nondisclosure obligation comparable in scope to this Article 11. Notwithstanding the foregoing, NMPA, HFA, the Group I Administrator and the Group II Administrator may disclose specific elements of Confidential Information that pertain to a specific person or entity to employees of such person or entity to the extent required for the purpose of administering this MOU. Notwithstanding the foregoing, (a) the Group I Administrator and Group II Administrator may

disclose only to his/her/its own employees, consultants and agents Confidential Information specific to a particular Participating Record Company ("**Company-Specific Confidential Information**"); provided that, except as agreed by the Parties, under no circumstances shall NMPA have access to Company-Specific Confidential Information, and under no circumstances shall HFA have access to Participating Record Company-specific P&U Royalty or legal hold amounts, unless HFA is appointed as the Group I Administrator, in which case HFA's access shall be limited to Group I-related Company-Specific Confidential Information on a need-to-know basis at that time, or as the Group II Administrator, in which case HFA's access shall be limited to Group II-related Company-Specific Confidential Information on a need-to-know basis at that time, and (b) without limitation, the Group I Administrator or Group II Administrator may not disclose royalty information supplied by Participating Publishers pursuant to Section 4.21 to Participating Record Companies.

- 11.3 Protection of Non-Participating Publishers.** If and when it determines that there is no longer a need to retain Confidential Information pertaining to individual Publishers that have not become Participating Publishers (e.g., Publisher Payment Data and Publisher Market Shares pertaining to such Publishers), the Group I Administrator or Group II Administrator, as applicable, and his/her/its consultants or agents, shall destroy, or secure so that it is not available to be used other than for archival purposes, such Confidential Information.

12.0 Miscellaneous.

- 12.1 Recording Contracts.** The Parties agree that each Party, as well as Participating Publishers and Participating Record Companies, reserve their respective rights and positions concerning the operation and legal effect of controlled composition clauses and other provisions of recording contracts, producer agreements and declarations and the like, including, without limitation, whether a controlled composition clause constitutes a license upon which a Participating Record Company may rely in lieu of an HFA-issued or Publisher-issued license. This MOU shall not waive or affect the rights or positions of any Party, Participating Publisher or Participating Record Company in this regard.
- 12.2 Accounting Practices.** In addition to any specific accounting and attestation requirements set forth in this MOU, each Participating Record Company shall determine, accrue and maintain records of Mechanical Royalties (including P&U Royalties) in accordance with its standard accounting practices throughout the Term, subject to Section 1.33; provided, however, that nothing in this MOU shall be construed as a waiver by HFA or any Participating Publisher of any right or position concerning the accrual rates or practices of a Participating Record

Company with respect to P&U Royalties attributable to Product Distributions of Group I Product made after such Participating Record Company's Group I Cutoff Date, Product Distributions of Group II Product made after such Participating Record Company's Group II Cutoff Date or Product Distributions of Group III Product, except to the extent (i) provided in Article 8, or (ii) a release applies and has become effective under this MOU.

- 12.3 No Implied License.** Except to the extent an actual license is issued as may be required hereunder, this MOU and the practices contemplated hereunder shall not give rise to, and may not be relied upon as, an actual or implied license of any kind with respect to the reproduction, distribution or other use of all or any part of any musical composition. For the avoidance of doubt, however, the immediately preceding sentence does not limit or negate the release described in Section 4.15 and similarly required by Section 5.6.
- 12.4 Voluntary Licenses.** This MOU does not preclude Participating Record Companies and Participating Publishers from agreeing to license agreements providing for payment of Late Fees if both parties thereto deem it to be in their mutual interest; provided, however, that Participating Publishers and HFA shall not withhold issuance of licenses to obtain agreement to (i) payment of late fees in circumstances in which a Late Fee Waiver applies under this MOU, or (ii) an exception from the principles set forth in the last sentence of Article 8.
- 12.5 Corporate Relationships and Transactions.** Promptly after the Effective Date, the Group I Administrator shall consult with the Parties to devise rules and procedures that shall govern in the case where (i) a Participating Publisher acquires or divests a Publisher, catalog or other entity; (ii) a Participating Record Company acquires or divests a label or other entity; or (iii) a Participating Record Company and a joint venture of which a constituent entity of the Participating Record Company is a joint owner, but that it does not Control, wish to include the joint venture in the Participating Record Company for purposes of participation in the MOU. Such rules and procedures shall be memorialized in writing and adopted as an amendment of the MOU no later than December 4, 2009. Should it appear advisable to address any other similar issues relating to corporate relationships and transactions of Participating Publishers and Participating Record Companies for purposes of administering the MOU, the Group I Administrator or Group II Administrator, as applicable, may consult with the Parties concerning the possible adoption of additional amendments to address same.
- 12.6 Conditions Precedent.** Provisions of the MOU stating conditions precedent to a Late Fee Waiver shall not be interpreted, in themselves, as mandatory in nature, unless expressly indicated.

- 12.7 HFA Obligation.** In acting on behalf of a Participating Publisher, HFA shall act in accordance with this MOU. This MOU does not bind Publishers other than Participating Publishers, or HFA to the extent it is acting as agent of a Publisher other than a Participating Publisher with respect to such Publisher's interests in musical compositions.
- 12.8 Use in Proceeding.** This MOU and the TOA represent a settlement of certain disputed issues relating to Late Fees and industry licensing processes. The Parties agree and acknowledge that in entering into and/or participating in this MOU and the TOA, no Party, Participating Record Company or Participating Publisher shall be considered to be waiving any legal right or position concerning Late Fees (except to the extent a Late Fee Waiver applies as specifically provided herein). The Parties, Participating Record Companies and Participating Publishers shall not use this MOU or the TOA in any proceeding before the Copyright Royalty Judges (including in any review of a determination in such a proceeding by the Register of Copyrights or the appeal of such a determination before a court) as the basis for arguing that Late Fees should, or should not, be included as a term under the Section 115 compulsory license. Notwithstanding the foregoing, (i) within thirty (30) days following the Effective Date the Parties shall agree upon a joint statement describing the MOU and TOA, and (ii) at the option of either party, such statement and the MOU and TOA themselves may be referred to or offered into evidence in a proceeding before the Copyright Royalty Judges in order to describe the MOU and TOA.
- 12.9 Territory.** This MOU is limited to Product distributed in the United States, its territories and possessions.
- 12.10 Survival.** The terms and conditions of this MOU, including, without limitation, the Default Rules, Best Practices and waiver of Late Fees, will no longer apply after the expiration of the MOU, and this MOU shall have no impact on the accrual of Late Fees (or collection of Late Fees the accrual of which is not precluded by this MOU) after the expiration of the Term; provided, however, that: (a) any remaining monies in the Group I Escrow Account or Group II Escrow Account after expiration of the Term may continue to be paid out by the Group I Administrator or Group II Administrator, as applicable, in accordance with Sections 4.20 and 5.9; (b) P&U Royalties for continuing distributions of Group I Product and certain Group II Product shall continue to be paid as provided in Sections 4.22 and 5.11 of this MOU, subject to audits in accordance with Article 8 (which shall also survive), and any applicable release shall continue to apply according to its terms to such continuing distributions for which such payments are made, even after expiration of the Term; (c) the confidentiality obligations set forth in Article 11 shall survive indefinitely; and (d) for the avoidance of doubt, Mechanical Licenses issued by HFA or a Participating Publisher as contemplated by this MOU shall continue in

full force and effect according to their terms. Notwithstanding the foregoing, if RIAA exercises its termination option under Section 4.16, only the confidentiality obligations set forth in Article 11 and the refund provisions of Section 4.16 shall survive.

- 12.11 Notices.** All notices and other communications under this MOU shall be in writing and shall be deemed given when delivered by hand or upon personally confirmed receipt of an email, two (2) days after being deposited with an overnight courier, or five (5) days after mailing, postage prepaid, by registered or certified mail, return receipt requested, to the below individuals at their respective addresses, to Participating Record Companies to the individuals identified on their manifestations of assent described in Section 3.1 at their respective addresses identified therein, or such other individuals and respective addresses as any Party or Participating Record Company shall specify in a written notice to the Parties. Notwithstanding the foregoing, license requests, other communications contemplated under Article 7, the Default Rules or Best Practices, and other ordinary-course communications among the Parties, Participating Record Companies and Participating Publishers may be provided by other means.

If to RIAA:

General Counsel
Recording Industry Association of America, Inc.
1025 F St., N.W., 10th Floor
Washington, D.C. 20004

Note: Personal contact information redacted.

If to NMPA:

General Counsel
National Music Publishers' Association, Inc.
101 Constitution Ave., N.W., Suite 705 East
Washington, D.C. 20001

Note: Personal contact information redacted

If to HFA:

General Counsel
The Harry Fox Agency, Inc.
601 West 26th Street, Suite 500
New York, New York 10001

Note: Personal contact information redacted

If to the Group I Administrator:

Kenneth Feinberg
Feinberg Rozen LLP
1455 Pennsylvania Avenue, N.W.
Suite 390
Washington, DC 20004-1008

Note: Personal contact information redacted

- 12.12 Governing Law.** This MOU and all matters arising out of or relating to this MOU shall be governed by the internal laws of the State of New York without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of New York to the rights and duties of the parties.
- 12.13 Third Party Beneficiaries.** The Parties do not intend to confer on any person other than the Parties, and the respective successors or permitted assigns of the Parties, any right to enforce the provisions of this Agreement; provided that any beneficiary of a release as described in Section 4.15 or required by Section 5.6 shall have the right to assert such release as a defense to a Claim released therein, and any beneficiary of a Late Fee Waiver shall have the right to assert such Late Fee Waiver as a defense to a Claim for Late Fees.
- 12.14 Entire Agreement; Amendment.** This MOU represents the entire understanding of the Parties with respect to the subject matter hereof. This MOU supersedes the TOA as of the Effective Date. For the avoidance of doubt, this MOU shall not operate to alter or amend any license or any other agreement not addressed to the subject matter hereof, before, during or after the Term. This MOU may not be altered or amended except by a written instrument executed by all Parties.
- 12.15 Counterparts.** This MOU may be executed in counterparts, including by means of facsimile, each of which shall be deemed to be an original, but which taken together shall constitute one agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed by their duly authorized representatives as of the Effective Date.

RECORDING INDUSTRY ASSOCIATION OF AMERICA, INC.

By: Steven M. Marks
Name: Steven M. Marks
Date: 11-10-09

NATIONAL MUSIC PUBLISHERS' ASSOCIATION, INC.

By: _____
Name: _____
Date: _____

THE HARRY FOX AGENCY, INC.

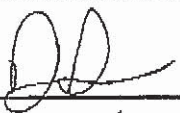
By: _____
Name: _____
Date: _____

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed by their duly authorized representatives as of the Effective Date.

RECORDING INDUSTRY ASSOCIATION OF AMERICA, INC.

By: _____
Name: _____
Date: _____

NATIONAL MUSIC PUBLISHERS' ASSOCIATION, INC.

By:  _____
Name: David Lawrence
Date: 11/9/09

THE HARRY FOX AGENCY, INC.

By: _____
Name: _____
Date: _____

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed by their duly authorized representatives as of the Effective Date.

RECORDING INDUSTRY ASSOCIATION OF AMERICA, INC.

By: _____

Name: _____

Date: _____

NATIONAL MUSIC PUBLISHERS' ASSOCIATION, INC.

By: _____

Name: _____

Date: _____

THE HARRY FOX AGENCY, INC.

By: *GLC*

Name: *Gary L. Chargin*

Date: *11/9/09*

Participating Record Company Manifestation of Assent
EMI

This document is provided in connection with the Memorandum of Understanding between the Recording Industry Association of America, Inc., on the one hand, and the National Music Publishers' Association, Inc. and The Harry Fox Agency, Inc., on the other, dated November 10, 2009 (the "MOU").

Notices to EMI pursuant to Section 12.11 of the MOU shall be directed as follows:

Susan Feingold
General Counsel
EMI Music North America
150 Fifth Avenue
New York, NY 10011

Note: Personal contact information redacted.

EMI Music North America, on its own behalf and on behalf of its affiliated entities included as a "Participating Record Company" for purposes of the MOU, hereby agrees to be bound by the obligations of a Participating Record Company under the MOU.

EMI MUSIC NORTH AMERICA

By: 

Name: PAUL KAHN

Title: CFO

Date: NOVEMBER 9, 2009

Participating Record Company Manifestation of Assent
Sony

This document is provided in connection with the Memorandum of Understanding between the Recording Industry Association of America, Inc., on the one hand, and the National Music Publishers' Association, Inc. and The Harry Fox Agency, Inc., on the other, dated November 10, 2009 (the "MOU").

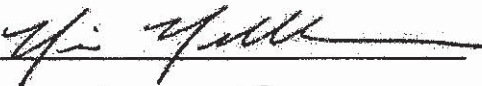
Notices to Sony pursuant to Section 12.11 of the MOU shall be directed as follows:

Julie Swidler
EVP, Business Affairs & General Counsel
Sony Music Entertainment
550 Madison Avenue, 32nd Floor
New York, New York 10022

Note: Personal contact information redacted.
--

Sony Music Entertainment, on its own behalf and on behalf of its affiliated entities included as a "Participating Record Company" for purposes of the MOU, hereby agrees to be bound by the obligations of a Participating Record Company under the MOU.

SONY MUSIC ENTERTAINMENT

By: 

Name: KEVIN KELLEHER

Title: EVP & CFO

Date: _____

**Participating Record Company Manifestation of Assent
Universal Music Group**

This document is provided in connection with the Memorandum of Understanding between the Recording Industry Association of America, Inc., on the one hand, and the National Music Publishers' Association, Inc. and The Harry Fox Agency, Inc., on the other, dated November 10, 2009 (the "MOU").

Notices to Universal Music Group pursuant to Section 12.11 of the MOU shall be directed as follows:

Charles Ciongoli
Universal Music Group
2220 Colorado Avenue
Santa Monica, CA 90404

Note: Personal contact information redacted.

UMG Recordings, Inc., on its own behalf and on behalf of its affiliated entities included as a "Participating Record Company" for purposes of the MOU, hereby agrees to be bound by the obligations of a Participating Record Company under the MOU.

UMG RECORDINGS, INC.

By: CPD 11-9-09 

Name: Michael Ostroff

Title: General Counsel, Executive Vice President

Date: _____

**Participating Record Company Manifestation of Assent
Warner Music Group**

This document is provided in connection with the Memorandum of Understanding between the Recording Industry Association of America, Inc., on the one hand, and the National Music Publishers' Association, Inc. and The Harry Fox Agency, Inc., on the other, dated November 10, 2009 (the "MOU").

Notices to Warner Music Group pursuant to Section 12.11 of the MOU shall be directed as follows:

Paul M. Robinson
EVP & General Counsel
Warner Music Group
75 Rockefeller Plaza
New York, New York 10019

Note: Personal contact information redacted.

Warner Music Inc., on its own behalf and on behalf of its affiliated entities included as a "Participating Record Company" for purposes of the MOU, hereby agrees to be bound by the obligations of a Participating Record Company under the MOU.

WARNER MUSIC INC.

By: 

Name: PAUL ROBINSON

Title: EVP & GENERAL COUNSEL

Date: 11/9/09

Exhibit A

Default Rules

A.1 Applicability. These Default Rules apply to Group III Product and are to be implemented in accordance with Section 7.2 of the MOU and as further provided herein. Commencing on April 1, 2011, Participating Record Companies must comply with and exhaust all applicable Default Rules in order to be eligible for a Late Fee Waiver for Group III Product. In addition, before such date, a Participating Record Company may elect to apply particular Default Rules to assist in clearing Group II Product or Group III Product. Notwithstanding anything in this Exhibit A, the lack of availability of a Late Fee Waiver under this Exhibit A does not preclude a Late Fee Waiver under Article 7 of the MOU.

A.2 Song Split Identification and Notices. Commencing on January 1, 2010, it is a condition precedent to a Late Fee Waiver for any New Release (as hereinafter defined) that a Participating Record Company comply with the following procedures with respect to the New Release. A “**New Release**” means all new sound recordings as well as remixes of previously released sound recordings, but excludes any re-release of the same sound recording in the original album format. The Best Practices Group shall establish guidelines for application of substantially the rules set forth in this Section A.2 with respect to other types of Product embodying previously released sound recordings (e.g., inclusion of the same sound recording in a compilation or “greatest hits” album).

A.2.1 Song Split Declaration. With respect to each New Release of a sound recording, to obtain a Late Fee Waiver for the New Release, the Participating Record Company must provide to each Relevant Party (as hereinafter defined) a form requesting identification of each of the writers (including a producer who is a writer) of the musical composition, their respective Publishers or other representatives, as applicable, and contact information for same, substantially in the form of a form to be prepared by the Best Practices Group and appended to this MOU as Exhibit E on or before January 1, 2010 (“**Song Split Declaration**”). For purposes of these Default Rules, “**Relevant Parties**” means each writer’s Publisher or other representative, or the writer himself or herself if he/she is unrepresented or his/her Publisher is not known to the Participating Record Company, to the extent such parties’ identities and contact information are known or reasonably ascertainable by the Participating Record Company after making reasonable inquiries. The Song Split Declaration shall request that each party identify its/his/her claimed share and sign the Song Split Declaration by a specified date that is before the Scheduled Release Date. To obtain a Late Fee Waiver for a New Release, the Participating Record Company must employ active steps in an effort to secure completed and signed Song Split Declarations prior to the Scheduled Release Date. Wherever possible, timely completion of the Song Split Declaration shall be referenced and required by contract, including pursuant to artist, producer and similar agreements used by such Participating Record Company.

A.2.2 Split Status Report. To obtain a Late Fee Waiver for a New Release, on or before the date that is four (4) weeks after the Scheduled Release Date, the Participating Record Company shall provide to each Relevant Party a report, in substantially the form of a form to be prepared by the Best Practices Group and appended to this MOU as Exhibit F on or before January 1, 2010, which report shall (a) set forth the claimant, split, and rate information collected to date by the Participating Record Company through the Song Split Declaration process or otherwise, (b) indicate whether or not each particular share is claimed by the Participating Record Company to be subject to a controlled composition provisions, and (c) attach any controlled composition provisions that are claimed to apply ("**Split Status Report**"). In the case of a license to be obtained through HFA, in lieu of a copy of any such controlled composition provisions, the Participating Record Company may supply sufficient information for HFA to locate the relevant controlled composition provisions if the agreement is on file with HFA. While it is understood and acknowledged by the Parties that some split information may be unobtainable before the due date for the Split Status Report, a Participating Record Company must demonstrate good faith compliance with Section A.2.1 and this Section A.2.2 designed to result in substantial claimant, split and rate information by such due date in most cases.

A.2.3 Song Split Dispute Notice. To obtain a late Fee Waiver for a New Release, promptly upon becoming aware of a Song Split Dispute (as hereinafter defined) with respect to the New Release, a Participating Record Company must provide a notice to each Relevant Party setting forth the parties involved in the dispute, the nature of the dispute and the share each party is claiming ("**Song Split Dispute Notice**"). The Song Split Dispute Notice shall generally be sent via a single email copying all of the Relevant Parties, to the extent the Participating Record Company's copyright or licensing department has email addresses for the Relevant Parties, and shall attach the Song Split Declaration if one was required to have been generated for the Release in question. The Song Split Dispute Notice may be sent before, in conjunction with or after the Song Split Declaration or Split Status Report, depending on when the Participating Record Company becomes aware of the Song Split Dispute. A "**Song Split Dispute**" exists with respect to a musical composition when (a) one or more Publishers (including unrepresented writers) claim in the aggregate over 100% of such composition, or (b) one or more Publishers (including unrepresented writers) entitled to receive royalties for a musical composition has requested that a Participating Record Company hold payments for such composition pending the resolution of a dispute, and the Participating Record Company is complying with such request.

A.3 Split Issues. If a Participating Record Company uses active, diligent efforts to obtain complete song split information for a musical composition through the Song Split Declaration process and by other appropriate means, and an unresolved song split issue continues to exist, the following provisions shall apply.

A.3.1 Overclaims. If the claimed shares for a musical composition total more than 100% or not all claims have been received but those received total at least 100%

(an "**Overclaim**"), provided that a Participating Record Company complies with this Section A.3.1, a Late Fee Waiver shall apply until the Participating Record Company receives licenses or other written documentation from all relevant Publishers confirming their agreement to accept payment, or is able to make payment for ratably reduced shares, as described in this Section A.3.1, and the Two-Week Grace Period shall apply if such documentation is received or the ability to make payment occurs in the last two weeks of a quarterly royalty period.

A.3.1.1 Overclaims up to 115%. If claims to all shares of a musical composition have been received and total no more than 115%, and two full quarterly royalty periods have passed since the Release Date, then the Participating Record Company shall seek a license from all relevant Publishers, or HFA, as applicable, or other confirmation they will accept payment if no further license is required, in accordance with the remainder of this Section A.3.1.1 below and, upon issuance of such a license, or receipt of such other confirmation, from all relevant Publishers, shall pay out all accrued royalties in accordance with the shares as follows. Such payments shall be made on the basis that each disputed share is ratably reduced so that the total claimed ownership equals 100%. The Participating Record Company will continue to pay on that basis until such time, if any, that it receives notification of final splits (at which time it shall seek an amended license if necessary), and thereafter pay royalties based on the new splits (prospectively only). Participating Publishers, and HFA to the extent it is representing a Participating Publisher, agree to issue ratably reduced licenses as provided in this Section A.3.1.1, provided, however that if a non-Participating Publisher does not consent to issue a ratably reduced license or otherwise agree to accept payment on a ratably reduced basis, a Late Fee Waiver shall apply to the shares of Participating Publishers if the Participating Record Company continues to hold royalties for such musical composition.

A.3.1.2 Other Overclaims. If, after two full quarterly royalty periods have passed since the Release Date, (a) all claims have been received and the Overclaim totals more than 115%, or (b) not all claims have been received but those received total at least 100%, the claiming Publishers may choose to issue (or direct HFA to issue) a license for reduced shares, or otherwise confirm their willingness to accept payment based on reduced shares if no further license is required, and if all relevant Publishers do so, the Participating Record Company shall pay through all accrued royalties according to such shares.

A.3.2 Underclaims. If the claimed shares for a musical composition total less than 100% (an "**Underclaim**"), provided that a Participating Record Company complies with this Section A.3.2, a Late Fee Waiver shall apply until the Participating Record Company is in a position to make payment as provided

below, and the Two-Week Grace Period shall apply if such condition occurs in the last two weeks of a quarterly royalty period.

A.3.2.1 Artist and Producer Have Claimed. If two full quarterly royalty payment periods have passed since the Release Date, and the Participating Record Company has received split claims for the musical composition on behalf of the artist and (if applicable) the producer, then the Participating Record Company shall seek a license from the claiming Publishers, or HFA, as applicable and if necessary, in accordance with the remainder of this Section A.3.2.1 and shall pay out all accrued royalties in accordance with the claimed shares with the Participating Record Company's next quarterly royalty payment. The Participating Record Company will continue to pay on that basis until such time, if any, that (i) it receives notification of final splits (at which time it shall seek an amended license if necessary) and thereafter pay royalties based on the new splits (prospectively only), or (ii) it receives a claim that gives rise to an Overclaim, in which case the provisions of Section A.3.1 shall apply.

A.3.2.2 Other Underclaims. In the case of an Underclaim to which Section A.3.2.1 does not apply, the Participating Record Company shall send a notice to all Relevant Parties that sets forth a proposed resolution for making payments on the composition ("**Proposed Payment Notice**") and, if it has not received any objection, or information identifying a total of 100% of the shares, within sixty (60) days of the notice date, shall seek a license from the relevant Publishers, or HFA, as applicable and if necessary, according to the Proposed Payment Notice, and shall pay out all accrued royalties in accordance with the relevant shares with the Participating Record Company's next quarterly royalty payment. The Participating Record Company will continue to pay on that basis until such time, if any, that (i) it receives notification of final splits (at which time it shall seek an amended license if necessary), and thereafter pay royalties based on the new splits (prospectively only), or (ii) it receives a claim that gives rise to an Overclaim, in which case the provisions of Section A.3.1 shall apply.

A.3.3 Same Publisher. When it becomes known to a Participating Record Company that the same Participating Publisher represents (a) all of the writers of a musical composition, but their claimed shares are unknown; or (b) all writers who are disputing a known portion of a musical composition, then any accrued Mechanical Royalties owed for the entire musical composition or such Participating Publisher's total share of the composition, as applicable, shall be due with the Participating Record Company's next quarterly royalty payment (and the Participating Publisher shall accept same), and a Late Fee Waiver shall apply until that time. A Late Fee Waiver under this Section A.3.3 shall not thereafter apply, provided that, if the foregoing becomes known within two (2) weeks prior to the close of the applicable quarter, the Two-Week Grace Period shall apply.

- A.3.4 Undisputed Shares.** When a dispute exists with respect to a musical composition but it becomes known to a Participating Record Company that one or more shares of such musical composition are not a subject of dispute, any accrued Mechanical Royalties owed for such share(s) shall be due with the Participating Record Company's next quarterly royalty payment, and a Late Fee Waiver shall apply until that time. A Late Fee Waiver under this Section A.3.4 shall not thereafter apply, provided that if the foregoing becomes known within two (2) weeks prior to the close of the applicable quarter, the Two-Week Grace Period shall apply.
- A.4 Missing Agreements.** If, with respect to a musical composition, two full quarterly royalty payment periods have passed since the Release Date and all claims and splits are known, but a producer or other agreement which could affect the rate applicable to such musical composition or a share thereof has not been finalized, a Participating Record Company may, at its option: (a) hold royalties due, (b) pay through at the controlled rate, or (c) pay through at the statutory rate. In the case of (b) or (c), the Participating Record Company shall notify all relevant Participating Publishers and HFA, if applicable, of its intent in this regard and, in making its royalty payments, shall supply such supporting information as may be reasonably required by the payee to process such payments. Absent the applicability of another basis for a Late Fee Waiver, a Late Fee Waiver will not apply to any unpaid portion of royalties due (e.g., in the case where a Participating Record Company paid out at a controlled rate but should have paid out at the statutory rate). However, for the avoidance of doubt, the relevant parties may agree apart from this MOU that Late Fees will be Waived.
- A.5 Digital Product.** Once all claims and splits are known and not a subject of dispute for a musical composition or one or more share(s) thereof with respect to the release of such composition in the form of Digital Product, the existence of a dispute with respect to such musical composition as released in the form of Physical Product (e.g., because it is part of an album subject to a dispute) shall not cause any Late Fee Waiver to apply to such known composition or share(s) as embodied in the Digital Product.
- A.6 Albums.** In the case where one or more musical compositions included in an album are not a subject of dispute, the following provisions shall apply.
- A.6.1 Independent Songs/Shares.** Once ownership of a musical composition or a share thereof embodied on an album is known and not a subject of dispute, and the rate is known and is not dependent on the circumstances of other musical compositions on the album, no Late Fee Waiver under this Exhibit A shall apply to such known composition or share(s); provided, however, that such Participating Record Company may seek a license for such composition or share(s) if necessary, and the Two-Week Grace Period shall apply if the ownership and rate information is established in the last two weeks of a quarterly royalty period.
- A.6.2 Dependent Songs/Shares.** Once ownership of a musical composition or a share thereof embodied on an album is known and not a subject of dispute, but the final rate is unknown due to the applicability of a rate term (e.g., an album cap) that

depends upon unresolved compositions or shares on the same album, no Late Fee Waiver under this Exhibit A shall apply to such known composition or share(s) unless the Participating Record Company seeks a license from the relevant Participating Publishers, or HFA, as applicable and if necessary, and timely pays out royalties on the basis of the lowest potential applicable rate, or according to such methodology as may otherwise be agreed by the Best Practices Group. The Participating Record Company will continue to pay on that basis until the final rate is known (at which time it shall pay through any unpaid portion of royalties due and shall seek an amended license if necessary), and shall thereafter pay royalties based on the final rate. Provided that the Participating Record Company is in compliance with this provision, a Late Fee Waiver will apply to the unpaid portion of royalties later paid through.

- A.7 Licensing and Payment.** Nothing in these Default Rules or MOU shall require Participating Publishers to change their existing, ordinary licensing and payment procedures, except to the extent specifically required to accommodate the Default Rules. If necessary, the Best Practices Group shall address issues concerning licensing and payment practices under this MOU. If a Participating Record Company seeks a license or amended license in any case where these Default Rules direct or permit the Participating Record Company to seek a license or amended license as a condition to obtaining a Late Fee Waiver, a Participating Publisher or HFA shall promptly issue a license in accordance with the provisions hereof for the composition or share in question.
- A.8 Publisher Rights Reserved.** The issuance of a license or acceptance of royalties pursuant to the MOU for a share of a musical composition that is lower than what a Publisher believes to be such Publisher's actual share shall not prejudice such Publisher's claim vis-à-vis any other Publisher regarding the correct share amount or to recover excess royalties paid to another Publisher.

Exhibit B

Best Practices

B.1 Applicability. These Best Practices are to be implemented in accordance with Section 7.2 of the MOU and as further provided herein. Participating Record Companies, Participating Publishers and HFA will engage in meaningful, good faith efforts to follow these Best Practices to improve industry licensing practices, as described in this Exhibit B.

B.2 Cooperative Efforts

B.2.1. Best Practices Group. Promptly after the Effective Date, a Best Practices Group, consisting of representatives from (i) Participating Record Companies, (ii) a reasonable number of Participating Publishers as determined by NMPA, and (iii) RIAA, NMPA and HFA will be established. The Best Practices Group will meet quarterly to review progress and adjust the Best Practices and Default Rules if warranted and in accordance with Section 7.3 of the MOU. The Best Practices Group shall not act without the approval of both (a) the representatives of Participating Record Companies and RIAA, on the one hand, and (b) the representatives of Participating Publishers, NMPA and HFA, on the other, according to such process as is adopted by each side to determine whether such side shall give approval. The Parties shall limit attendance at meetings of the Best Practices Group so as to keep the size of the group manageable, and shall establish such governance procedures for the Best Practices Group as may be appropriate. Without limiting the foregoing, the Best Practices Group will be responsible for the following specific items:

B.2.1.1 During the first calendar quarter of 2011, the Best Practices Group shall review the implementation and operation of the Best Practices and Default Rules and consider modifications to same. Any modifications shall be memorialized in the form of a written amendment of the MOU and submitted to the Parties by March 25, 2011 for execution by each in accordance with Section 7.3 of the MOU. The Default Rules and Best Practices as so modified shall apply commencing as of April 1, 2011.

B.2.1.2 Prior to January 1, 2010, the Best Practices Group shall meet and establish the necessary procedures required by other provisions of the MOU, including the following: (a) establishing procedures for coding of payable Product in accordance with Sections 4.22 and 5.11 of the MOU; (b) the payment methodology and true up-process details for advances on delayed royalty payments for Pass-Through Arrangements, as contemplated by Section 7.5.1 of the MOU; (c) the specific implementation of the accrued low-volume royalty payment rule, as contemplated by Section 7.6 of the MOU; (d) the forms of Song Split Declaration and Split Status Report to be appended to this MOU as Exhibit E and Exhibit F, as contemplated by Section A.2 of Exhibit A (Default Rules); (e) the particular application of substantially the rules

set forth in Section A.2 of Exhibit A (Default Rules) to the use of a previously released sound recording in a Product that is not a New Release; (f) an appropriate treatment for musical compositions or shares the rate of which is dependent upon other compositions on the same album, as contemplated by Section A.6.2 of Exhibit A (Default Rules); (g) the application of the Two-Week Grace Period to releases of Product during the last two weeks of a quarterly payment period, pursuant to Section B.2.6 of this Exhibit B; and (h) the acceptability of informal written communication of a writer's status as controlled or noncontrolled, as contemplated by Section B.4.5 of this Exhibit B.

- B.2.2 Quarterly P&U Meetings.** Commencing with the quarter ending March 31, 2010, in any case in which a Participating Record Company does a high volume of business with a particular Participating Publisher, the Participating Record Company and Participating Publisher shall schedule quarterly meetings, with an agreed-upon agenda, for the purpose of reviewing the status of each others' lists of priority pending licensing and payment issues and developing plans to resolve such issues. At least three (3) days prior to a scheduled meeting, the Participating Record Company shall supply a current list of significant outstanding pending and unmatched Group III Products. If the Participating Publisher is affiliated with HFA, HFA may be invited (but is not required) to attend such meeting.
- B.2.3 HFA Advisory Group.** HFA will convene regular meetings of a new or existing group of HFA, Participating Record Company and HFA Participating Publisher representatives to advise HFA concerning potential improvements in its processes for requesting and issuing licenses. Among other issues, such advisory group, together with HFA, will consider whether it is feasible from both an HFA and Participating Record Company perspective for HFA to migrate its licensing practices so that (a) there will be one license per Participating Record Company per composition per Product release, rather than separate licenses for each configuration, or (b) a single license request would generate multiple licenses.
- B.2.4 Earlier Identification of Shares.** The Parties, Participating Record Companies and Participating Publishers shall engage in outreach efforts and work with organizations (e.g., SGA, NSAI and NARAS) to encourage artists and writers to reach early agreements with producers and co-writers concerning ownership shares and controlled status, even if other aspects of relevant agreements have not been concluded.
- B.2.5 Ongoing Third-Party Distributor Review.** Participating Record Companies, a reasonable number of Participating Publishers as determined by NMPA, and HFA will meet approximately every six (6) months to discuss approaches to conducting audits of digital music services authorized by Participating Record Companies to distribute musical works to enhance the transparency and efficacy of such audit processes for Participating Publishers.

B.2.6 Releases at End of Quarter. The Best Practices Group shall consider whether the Two-Week Grace Period should apply in the situation in which a Product is released in the last two weeks of a quarterly payment period.

B.3 Participating Record Company Efforts

B.3.1 Suggested Payment Resolutions. In addition and subject to the procedures set forth in Exhibit A (Default Rules), Participating Record Companies following up with Participating Publishers concerning determination of splits should, when appropriate, suggest a proposed resolution of issues and not simply confirm that a dispute remains unresolved.

B.3.2 Split Communications. Participating Record Companies will endeavor to request split and related information from Participating Publishers via one email chain and copying other interested parties as appropriate, in order to permit transparency among interested parties and facilitate resolution.

B.3.3 Claim Status Updates. Upon request of a Participating Publisher with a share of a composition, a Participating Record Company will provide information concerning the claims status of such composition, including the total amount of the claimed shares received by the Participating Record Company to date.

B.3.4 Outstanding Agreement Efforts. Record Companies will communicate more information to Publishers about their efforts to obtain producer, guest artist, sample and writer collaboration agreements (e.g., by copying Publishers on appropriate communications with artist representatives when seeking missing agreements).

B.4 Participating Publisher Efforts

B.4.1 Publisher Pending Lists. Participating Publishers will maintain lists of their pending musical compositions (i.e., new musical compositions of which they have been notified but which have not yet become payable due to missing agreements or disputed splits) and follow up with other Publishers and writers to resolve issues.

B.4.2 Pending Composition Efforts. Participating Publishers will endeavor to communicate more information to relevant Participating Record Companies about their efforts to resolve issues with respect to their pending musical compositions (e.g., by copying relevant Participating Record Companies on appropriate communications with writer representatives).

B.4.3 Outstanding Agreement Efforts. Participating Publishers working with artist representatives to ascertain rights to musical compositions shall encourage efforts to complete producer agreements, guest artist agreements, sample agreements, and writer collaboration agreements.

- B.4.4 Publisher Response to Inquiries.** Participating Publishers shall endeavor to respond in a complete and timely manner to Participating Record Company requests for information pertaining to writer, split and other information relevant to the licensing process.
- B.4.5 Confirmation of Controlled Status.** The Best Practices Group shall discuss acceptance by Participating Publishers of informal written confirmation of a writer's status as controlled or noncontrolled (e.g., in an email), rather than waiting to see signed agreements before issuing licenses.
- B.4.6 Foreign Repertoire.** HFA will assist Record Companies in identifying HFA Publishers of foreign repertoire.
- B.4.7 100% Licensing.** Through at least December 31, 2009, when HFA represents a share of a musical composition, subject to receiving contrary instruction from a Publisher-principal (which HFA will not encourage but may honor), HFA will issue to Participating Record Companies a license for 100% of a composition for distribution as DPDs (including permanent downloads, limited downloads and interactive streams, but excluding ringtones), in effect continuing the practices that have applied under the agreement among the Parties dated October 5, 2001, provided that it is understood that the Participating Record Company is responsible for paying royalties under the license to any non-HFA Publisher directly. HFA will likewise agree to issue 100% licenses to digital service providers that as of the Effective Date have existing licensing arrangements with HFA and have previously had arrangements for 100% licensing. The period of 100% licensing shall be extended through at least March 31, 2010 if each Participating Record Company performs its obligations with respect to the delivery of data under Section 4.7 by December 31, 2009. During such period, the Parties, Participating Record Companies, and representatives of Publishers as determined by NMPA shall conduct meaningful, active, good faith discussions of possible reform and improvement of processes for Mechanical Licensing, which might include consideration of proposals for legislation, development of an industry database of musical compositions, or other possibilities. If such discussions result in substantial agreement concerning a plan for such reform or improvement, the Parties will consider in good faith appropriate provisions for implementation and transition to such plan, including appropriate continuation or modification of these Best Practices.

Exhibit C

[EMI Version]

REPORT OF INDEPENDENT ACCOUNTANTS ON APPLYING AGREED-UPON PROCEDURES

To the Management of [EMI Music North America] and [Group I Administrator]:

We have performed the procedures enumerated below, which were agreed to by the managements of [EMI Music North America ("EMI")] and [Group I Administrator], solely to assist you in evaluating the calculation performed by [EMI] of [EMI's] pending and unmatched ("P&U") amounts reflecting product distributions through the last day of [EMI's] September 2009 fiscal month end and accrual balances as of _____ in accordance with the criteria specified in the Memorandum of Understanding dated October __, 2009 by and between, on the one hand, the Recording Industry Association of America, Inc. and, on the other hand, the National Music Publishers' Association, Inc. and The Harry Fox Agency, Inc. (the "MOU"). **[Note: The date for accrual balances to be inserted above is the date between the Group I Cutoff Date and December 31, 2009 as of which the schedule described in paragraph 1 below is prepared. As contemplated by Section 4.3 of the MOU, P&U Royalties for product distributions through the Group I Cutoff Date may be reduced to reflect payments to publishers between the Group I Cutoff Date and the date indicated.]**

At [EMI] and [Group I Administrator]'s request, we performed the following procedures:

1. Obtained from management of [EMI] the accompanying schedule of Summary of Aggregate and Group I P&U Royalties. **[Note: Assumes that the attached summary will show only total Aggregate P&U Royalties and total Group I P&U Royalties.]**
2. Traced and agreed the amounts shown as total Aggregate P&U Royalties and total Group I P&U Royalties to a schedule of Aggregate P&U Royalties, including items labeled as Group I P&U Royalties, which management of [EMI] represented was prepared with respect to its Participating Record Company in accordance with the defined terms and requirements of the MOU.
3. Recalculated and agreed the mathematical accuracy of the schedule of Aggregate P&U Royalties.
4. Agreed the total amount of the P&U Royalties listed on the schedule of Aggregate P&U Royalties to reconciliations prepared by management of [EMI] to the general ledger maintained by [EMI] management, and where such reconciliations state a number from the general ledger, agreed such number to the general ledger.
5. Haphazardly (as that term is used by auditors) selected for testing ten items on the schedule labeled as Group I P&U Royalties. For each of these items, verified that the product release date for each such item is a date prior to January 1, 2007, by

comparing this date to the data indicated in the [database of product information] maintained by [EMI] management.

6. Haphazardly (as that term is used by auditors) selected for testing ten items on the schedule not designated as Group I P&U Royalties. For each of these items, verified that the product release date for each such item is a date after December 31, 2006, by comparing this date to the data indicated in on the [database of product information] maintained by [EMI] management.

This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of these procedures is solely the responsibility of [EMI] and [Group I Administrator]. Consequently, we make no representation regarding the sufficiency of the procedures described herein either for the purpose for which this report has been requested or for any other purpose. We were not engaged to and did not conduct an examination, the objective of which would be the expression of an opinion on the above-identified P&U amounts. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of the management of [EMI] and [Group I Administrator], and is not intended to be and should not be used by anyone other than those specified parties.

[Name of Accounting Firm]

[Date of report]

[UMG Version]

REPORT OF INDEPENDENT ACCOUNTANTS ON
APPLYING AGREED-UPON PROCEDURES

To the Management of [UMG Recordings, Inc.] and [Group I Administrator]:

We have performed the procedures enumerated below, which were agreed to by [UMG Recordings, Inc. ("Universal")] and [Group I Administrator], solely to assist you in evaluating the calculation performed by [Universal] of [Universal's] pending and unmatched ("P&U") amounts reflecting product distributions through the September 2009 fiscal month end and accrual balances as of _____, as shown on Attachment A, in accordance with the terms specified in the Memorandum of Understanding dated October __, 2009 by and between, on the one hand, the Recording Industry Association of America, Inc. and, on the other hand, the National Music Publishers' Association, Inc. and The Harry Fox Agency, Inc. (the "MOU").

[Note: The date for accrual balances to be inserted above is the date between the Group I Cutoff Date and December 31, 2009 as of which the schedule described in paragraph 1 below is prepared. As contemplated by Section 4.3 of the MOU, P&U Royalties for product distributions through the Group I Cutoff Date may be reduced to reflect payments to publishers between the Group I Cutoff Date and the date indicated.]

At [Universal] and [Group I Administrator]'s request, we performed the following procedures:

1. Obtained from the management of [Universal] a schedule of Aggregate P&U Royalties, including items designated as Group I P&U Royalties, which schedule management of [Universal] represented was prepared with respect to its Participating Record Company in accordance with the defined terms and requirements of the MOU. The total set forth on the schedule of Aggregate P&U Royalties provided by [Universal] management is \$_____. The total set forth on such schedule for the items designated as Group I P&U Royalties is \$_____.
2. Verified that the schedule of Aggregate P&U Royalties is mathematically accurate.
3. Agreed the total value of the P&U royalties listed on the schedule of Aggregate P&U Royalties to reconciliations to the general ledger maintained by [Universal] management at the September 2009 fiscal month end. In addition, the general ledger balance on the reconciliation was agreed to the [Universal] general ledger system at the September 2009 fiscal month end.
4. Haphazardly selected for testing ten items from the detail of Group I P&U Royalties listed on the schedule of Aggregate P&U Royalties; agreed the product release date for each selection to the [database of product information] maintained by [Universal] management or, in the case of digital releases, to the fiscal month in which the first digital sales occurred; and confirmed that such release date or

first digital sales date is a date prior to January 1, 2007. See Attachment B for the ten selections.

5. Haphazardly selected for testing ten items from the detail of Group II P&U Royalties and Group III P&U Royalties listed on the schedule of Aggregate P&U Royalties; agreed the product release date for each selection to the [database of product information] maintained by [Universal] management or, in the case of digital releases, to the fiscal month in which the first digital sales occurred; and confirmed that such release date or first digital sales date is a date after December 31, 2006. See Attachment C for the ten selections.

This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The adequacy of these procedures is solely the responsibility of [Universal] and [Group I Administrator]. Consequently, we make no representation regarding the adequacy of the procedures described herein either for the purpose for which this report has been requested or for any other purpose. We were not engaged to and did not conduct an examination, the objective of which would be the expression of an opinion on the schedule of Aggregate P&U Royalties. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of the management of [Universal] and [Group I Administrator], and is not intended to be and should not be used by anyone other than those specified parties.

[Name of Accounting Firm]

[Date of report]

[WMG Version]

REPORT OF INDEPENDENT ACCOUNTANTS ON
APPLYING AGREED-UPON PROCEDURES

To the Management of [Warner Music Inc.] and [Group I Administrator]:

We have performed the procedures enumerated below, which were agreed to by [Warner Music Inc. ("Warner")] and [Group I Administrator], solely to assist you in evaluating the calculation performed by [Warner] of [Warner's] pending and unmatched ("P&U") amounts at the September 2009 fiscal month end, as shown on Attachment A, in accordance with the terms specified in the Memorandum of Understanding dated October __, 2009 by and between, on the one hand, the Recording Industry Association of America, Inc. and, on the other hand, the National Music Publishers' Association, Inc. and The Harry Fox Agency, Inc. (the "MOU").

At [Warner] and [Group I Administrator]'s request, we performed the following procedures:

1. Obtained from the management of [Warner] a schedule of Aggregate P&U Royalties, including items designated as Group I P&U Royalties, which schedule management of [Warner] represented was prepared with respect to its Participating Record Company in accordance with the defined terms and requirements of the MOU. The total set forth on the schedule of Aggregate P&U Royalties provided by [Warner] management is \$ _____. The total set forth on such schedule for the items designated as Group I P&U Royalties is \$ _____.
2. Verified that the schedule of Aggregate P&U Royalties is mathematically accurate.
3. Agreed the total value of the P&U royalties listed on the schedule of Aggregate P&U Royalties to reconciliations to the general ledger maintained by [Warner] management at the September 2009 fiscal month end. In addition, the general ledger balance on the reconciliation was agreed to the [Warner] general ledger system at the September 2009 fiscal month end.
4. Haphazardly selected for testing ten items from the detail of Group I P&U Royalties listed on the schedule of Aggregate P&U Royalties; agreed the product release date for each selection to the [database of product information] maintained by [Warner] management; and confirmed that such release date is a date prior to January 1, 2007. See Attachment B for the ten selections.
5. Haphazardly selected for testing ten items from the detail of Group II P&U Royalties and Group III P&U Royalties listed on the schedule of Aggregate P&U Royalties; agreed the product release date for each selection to the [database of product information] maintained by [Warner] management; and confirmed that such release date is a date after December 31, 2006. See Attachment C for the ten selections.

This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The adequacy of these procedures is solely the responsibility of [Warner] and [Group I Administrator]. Consequently, we make no representation regarding the adequacy of the procedures described herein either for the purpose for which this report has been requested or for any other purpose. We were not engaged to and did not conduct an examination, the objective of which would be the expression of an opinion on the schedule of Aggregate P&U Royalties. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of the management of [Warner] and [Group I Administrator], and is not intended to be and should not be used by anyone other than those specified parties.

[Name of Accounting Firm]

[Date of report]

[Sony Version]

REPORT OF INDEPENDENT ACCOUNTANTS

P & U ROYALTIES

To the Management of [Sony Music Entertainment] and [Group I Administrator]:

We have performed the procedures enumerated below, which were agreed to by [Sony Music Entertainment ("Sony")] and [Group I Administrator], solely to assist you in evaluating the calculation performed by [Sony] of [Sony's] pending and unmatched ("P&U") amounts reflecting product distributions through the last day of [Sony's] September 2009 fiscal month end and accrual balances as of _____ in accordance with the terms specified in the Memorandum of Understanding dated October __, 2009 by and between, on the one hand, the Recording Industry Association of America, Inc. and, on the other hand, the National Music Publishers' Association, Inc. and The Harry Fox Agency, Inc. (the "MOU"). **[Note: The date for accrual balances to be inserted above is the date between the Group I Cutoff Date and December 31, 2009 as of which the schedule described in paragraph 1 below is prepared. As contemplated by Section 4.3 of the MOU, P&U Royalties for product distributions through the Group I Cutoff Date may be reduced to reflect payments to publishers between the Group I Cutoff Date and the date indicated.]**

At [Sony] and [Group I Administrator]'s request, we performed the following procedures:

1. Obtained from the management of [Sony] a schedule of Aggregate P&U Royalties, including items designated as Group I P&U Royalties. Management of [Sony] represented that such schedule was prepared with respect to its Participating Record Company in accordance with the defined terms and requirements of the MOU. [Sony] records its Pending and Unmatched royalties separately, and such schedule includes separate sub-schedules for Pending and Unmatched items. The total set forth on the schedule of Aggregate P&U Royalties provided by [Sony] management is \$_____. The total set forth on such schedule for the items designated as Group I P&U Royalties is \$_____.
2. Verified that the schedule of Aggregate P&U Royalties is mathematically accurate.
3. Haphazardly (as that term is used by auditors) selected for testing five items from each of the sub-schedules for Pending and Unmatched royalties designated as Group I P&U Royalties, and verified that the product release date for each such item is a date prior to January 1, 2007, based on the [database of product information] maintained by [Sony] management or information publicly available on [name of third party source].
4. Haphazardly (as that term is used by auditors) selected for testing five items from each of the sub-schedules for Pending and Unmatched royalties not designated as Group I P&U Royalties, and verified that the product release date for each such item is a date after December 31, 2006, based on the [database of product

information] maintained by [Sony] management or information publicly available on [name of third party source].

5. Agreed the total value of the Unmatched royalties listed on the appropriate sub-schedule of the schedule of Aggregate P&U Royalties to reconciliations to the general ledger maintained by [Sony] management, and where such reconciliations state a number from the general ledger, agreed such number to the general ledger.
6. For Pending royalties listed on the appropriate sub-schedule of the schedule of Aggregate P&U Royalties:
 - A. Agreed the total amount stated on [Sony's] payable royalties subledger to its general ledger.
 - B. Haphazardly (as that term is used by auditors) selected for testing ten items on the Pending royalties sub-schedule, and verified that such items appear as Pending accounts on [Sony's] payable royalties subledger.
 - C. Haphazardly (as that term is used by auditors) selected for testing five accounts flagged as a Pending account in [Sony's] payable royalties subledger and five accounts not identified as a Pending account in [Sony's] payable royalties subledger. For selected items, if the account is flagged as a Pending account in the system, confirmed that such account appears on the Pending items. For sampled items, if the account is not identified as a Pending account, verified that such account does not appear as a Pending item on the Pending royalties sub-schedule.

This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The adequacy of these procedures is solely the responsibility of [Sony] and [Group I Administrator]. Consequently, we make no representation regarding the adequacy of the procedures described herein either for the purpose for which this report has been requested or for any other purpose. We were not engaged to and did not conduct an examination, the objective of which would be the expression of an opinion on the above-identified P&U amounts. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of the management of [Sony] and [Group I Administrator], and is not intended to be and should not be used by anyone other than those specified parties.

[Name of Accounting Firm]

[Date of report]

Exhibit D

[EMI Version]

REPORT OF INDEPENDENT ACCOUNTANTS ON
APPLYING AGREED-UPON PROCEDURES

To the Management of [EMI Music North America] and [Group I Administrator]:

We have performed the procedures enumerated below, which were agreed to by the managements of [EMI Music North America ("EMI")] and [Group I Administrator], solely to assist you in evaluating the accompanying Schedule of Payments to Music Publishers prepared by [EMI] in accordance with the terms specified in the Memorandum of Understanding dated October __, 2009 by and between, on the one hand, the Recording Industry Association of America, Inc. and, on the other hand, the National Music Publishers' Association, Inc. and The Harry Fox Agency, Inc. (the "MOU").

At [EMI] and [Group I Administrator]'s request, we performed the following procedures:

1. Obtained from the management of [EMI] the Schedule of Payments to Music Publishers (Attachment A), which management of [EMI] represented was prepared with respect to its Participating Record Company as defined in the MOU in accordance with the requirements of the MOU. This schedule lists three categories of total annual payments for both [two calendar years of 2003-2006, as selected by the Group I Administrator]: (1) payments to HFA on behalf of music publishers, (2) direct payments to the music publishers identified on Attachment B that are stated by management of [EMI] to be corporate affiliates of [EMI], and (3) direct payments to other music publishers. **[Note: Assumes that summary schedule will be attached to letter as Attachment A, with management's list of affiliated publishers as Attachment B. Detail will be provided to Group I Administrator in electronic form.]**
2. Recalculated and agreed the mathematical accuracy of the Schedule of Payments to Music Publishers (Attachment A).
3. With respect to the categories (1) through (3) set forth in paragraph 1 above, agreed the total payments for each such category for each year listed on the Schedule of Payments to Music Publishers (Attachment A) to the [general ledger or accounts payable system] maintained by [EMI] management.

This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of these procedures is solely the responsibility of [EMI] and [Group I Administrator].

Consequently, we make no representation regarding the sufficiency of the procedures described herein either for the purpose for which this report has been requested or for any other purpose. We were not engaged to and did not conduct an examination, the objective of which would be the expression of an opinion on the above-identified payment amounts as shown in Attachment

A. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of the management of [EMI] and [Group I Administrator], and is not intended to be and should not be used by anyone other than those specified parties.

[Name of Accounting Firm]

[Date of report]

[UMG Version]

REPORT OF INDEPENDENT ACCOUNTANTS ON
APPLYING AGREED-UPON PROCEDURES

To the Management of [UMG Recordings, Inc.] and [Group I Administrator]:

We have performed the procedures enumerated below, which were agreed to by [UMG Recordings, Inc. ("Universal")] and [Group I Administrator], solely to assist you in evaluating the Schedule of Payments to Music Publishers prepared by [Universal] in accordance with the terms specified in the Memorandum of Understanding dated October __, 2009 by and between, on the one hand, the Recording Industry Association of America, Inc. and, on the other hand, the National Music Publishers' Association, Inc. and The Harry Fox Agency, Inc. (the "MOU").

At [Universal] and [Group I Administrator]'s request, we performed the following procedures:

1. Obtained from the management of [Universal] the Schedule of Payments to Music Publishers (Attachment A), which management of [Universal] represented was prepared with respect to its Participating Record Company as defined in the MOU in accordance with the requirements of the MOU. This schedule identifies three categories of total annual payments for both [two years of 2003-2006]:
(1) payments to HFA on behalf of music publishers, (2) direct payments to the music publishers identified on Attachment B that are stated by management of [Universal] to be corporate affiliates of [Universal], and (3) direct payments to other music publishers.
2. Verified that the Schedule of Payments to Music Publishers (Attachment A) is mathematically accurate.
3. Agreed the total payments for [two years of 2003-2006] listed on the Schedule of Payments to Music Publishers (Attachment A) to reports from [Universal's] accounts payable system.
4. We obtained the detail by vendor of each category described in paragraph 1 for both [two years of 2003-2006] and verified the following:
 - the vendor names for category (1) only included HFA and that the total for this category was mathematically accurate.
 - the vendor names for category (2) only included the vendor names listed on Attachment B and that the total for this category was mathematically accurate.
 - the vendor names for category (3) did not include HFA or the vendor names listed on Attachment B and that the total for this category was mathematically accurate.

This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The adequacy of these procedures is solely the responsibility of [Universal] and [Group I Administrator]. Consequently, we make no representation regarding the adequacy of the procedures described herein either for the purpose for which this report has been requested or for any other purpose. We were not engaged to and did not conduct an examination, the objective of which would be the expression of an opinion on the above-identified payment amounts as shown in Attachment A. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of the management of [Universal] and [Group I Administrator], and is not intended to be and should not be used by anyone other than those specified parties.

[Name of Accounting Firm]

[Date of report]

[WMG Version]

REPORT OF INDEPENDENT ACCOUNTANTS ON
APPLYING AGREED-UPON PROCEDURES

To the Management of [Warner Music Inc.] and [Group I Administrator]:

We have performed the procedures enumerated below, which were agreed to by [Warner Music Inc. ("Warner")] and [Group I Administrator], solely to assist you in evaluating the Schedule of Payments to Music Publishers prepared by [Warner] in accordance with the terms specified in the Memorandum of Understanding dated October __, 2009 by and between, on the one hand, the Recording Industry Association of America, Inc. and, on the other hand, the National Music Publishers' Association, Inc. and The Harry Fox Agency, Inc. (the "MOU").

At [Warner] and [Group I Administrator]'s request, we performed the following procedures:

1. Obtained from the management of [Warner] the Schedule of Payments to Music Publishers (Attachment A), which management of [Warner] represented was prepared with respect to its Participating Record Company as defined in the MOU in accordance with the requirements of the MOU. This schedule identifies three categories of total annual payments for both [two years of 2003-2006]:
(1) payments to HFA on behalf of music publishers, (2) direct payments to the music publishers identified on Attachment B that are stated by management of [Warner] to be corporate affiliates of [Warner], and (3) direct payments to other music publishers.
2. Verified that the Schedule of Payments to Music Publishers (Attachment A) is mathematically accurate.
3. Agreed the total payments for [two years of 2003-2006] listed on the Schedule of Payments to Music Publishers (Attachment A) to reports from [Warner's] accounts payable system [except in the case of payments by Ryko before its acquisition by WMG]. **[Note: Assumes that less than \$600,000 of historical data from Ryko for periods 2000-2006 will not be agreed to a system. This period represents the pre-acquisition data prior to Warner's acquisition of Ryko.]**
4. We obtained the detail by vendor of each category described in paragraph 1 for both [two years of 2003-2006] and verified the following:
 - the vendor names for category (1) only included HFA and that the total for this category was mathematically accurate.
 - the vendor names for category (2) only included the vendor names listed on Attachment B and that the total for this category was mathematically accurate.
 - the vendor names for category (3) did not include HFA or the vendor names listed on Attachment B and that the total for this category was mathematically accurate.

This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The adequacy of these procedures is solely the responsibility of [Warner] and [Group I Administrator]. Consequently, we make no representation regarding the adequacy of the procedures described herein either for the purpose for which this report has been requested or for any other purpose. We were not engaged to and did not conduct an examination, the objective of which would be the expression of an opinion on the above-identified payment amounts as shown in Attachment A. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of the management of [Warner] and [Group I Administrator], and is not intended to be and should not be used by anyone other than those specified parties.

[Name of Accounting Firm]

[Date of report]

[Sony Version]

REPORT OF INDEPENDENT ACCOUNTANTS

PUBLISHERS PAYMENT DATA

To the Management of [Sony Music Entertainment] and [Group I Administrator]:

We have performed the procedures enumerated below, which were agreed to by [Sony Music Entertainment ("Sony")] and [Group I Administrator], solely to assist you in evaluating the Schedule of Payments to Music Publishers prepared by [Sony] in accordance with the terms specified in the Memorandum of Understanding dated October __, 2009 by and between, on the one hand, the Recording Industry Association of America, Inc. and, on the other hand, the National Music Publishers' Association, Inc. and The Harry Fox Agency, Inc. (the "MOU").

At [Sony] and [Group I Administrator]'s request, we performed the following procedures:

1. Obtained from the management of [Sony] the Schedule of Payments to Music Publishers (Attachment A), which management of [Sony] represented was prepared with respect to its Participating Record Company as defined in the MOU in accordance with the requirements of the MOU. This schedule identifies three categories of total annual payments for both years [two years of 2003-2006, as selected by the Group I Administrator]: (1) payments to HFA on behalf of music publishers, (2) direct payments to the music publishers identified on Attachment B that are stated by management of [Sony] to be corporate affiliates of [Sony], and (3) direct payments to other music publishers. **[Note: Assumes that summary schedule will be attached to letter as Attachment A, with management's list of affiliated publishers as Attachment B. Detail will be provided to Group I Administrator in electronic form.]**
2. Verified that the Schedule of Payments to Music Publishers (Attachment A) is mathematically accurate.
3. With respect to the categories (1) through (3) set forth in paragraph 1 above, agreed the total payments for each such category for each year listed on the Schedule of Payments to Music Publishers (Attachment A) for the selected years or all years in the period, depending upon source, to the sources indicated on Attachment C. **[Note: Assumes Attachment C will provide data sources substantially as previously identified, except that data for US Latin will be included on Attachment A.]**

This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The adequacy of these procedures is solely the responsibility of [Sony] and [Group I Administrator]. Consequently, we make no representation regarding the adequacy of the procedures described herein either for the purpose for which this report has been requested or for any other purpose. We were not engaged to and did not conduct an examination, the objective of which would be the expression of an opinion on the above-identified payment amounts as shown in Attachment

A. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of the management of [Sony] and [Group I Administrator], and is not intended to be and should not be used by anyone other than those specified parties.

[Name of Accounting Firm]

[Date of report]

Exhibit E

Song Split Declaration

[To be supplied by Best Practices Group]

Exhibit F

Split Status Report

[To be supplied by Best Practices Group]

Exhibit G

Participating Record Company Manifestation of Assent

This document is provided in connection with the Memorandum of Understanding between the Recording Industry Association of America, Inc., on the one hand, and the National Music Publishers' Association, Inc. and The Harry Fox Agency, Inc., on the other, dated _____ (the "MOU").

Notices to [Participating Record Company] pursuant to Section 12.11 of the MOU shall be directed as follows:

E-mail: _____

[Lead entity of Participating Record Company], on its own behalf and on behalf of its affiliated entities included as a "Participating Record Company" for purposes of the MOU, hereby agrees to be bound by the obligations of a Participating Record Company under the MOU.

[Lead entity of Participating Record Company]

By: _____

Name: _____

Title: _____

Date: _____

NOTE: THIS EXHIBIT H HAS BEEN SUPERSEDED AND REPLACED BY ATTACHMENT 1 TO THE SUMMARY OF LATE FEE PROGRAM TERMS (FINAL RELEASE, WAIVER AND INDEMNIFICATION PROVISIONS). PLEASE REFER TO ATTACHMENT 1 TO THE SUMMARY OF LATE FEE PROGRAM TERMS INSTEAD.

Exhibit H

Release

Release of Product-Related Claims

Participating Publisher, on its own behalf and on behalf of its Related Persons, hereby Waives, solely and to the full extent of its legal authority to do so, and solely with respect to any shares of any musical composition owned, administered or otherwise controlled by such Participating Publisher, any Claims against (i) the Participating Record Companies, the Parties, the Group I Administrator, and the Group II Administrator; (ii) persons or entities acting under authority of a Participating Record Company in connection with Covered Product (e.g., authorized manufacturers, distributors, customers, and joint ventures and so-called "distributed labels" of the Participating Record Company to the extent that the Participating Record Company is obligated to pay royalties for such joint ventures and distributed labels' Product); (iii) any of the respective Affiliates, shareholders, predecessors, successors and assigns of the persons and entities in clauses (i) and (ii); and (iv) any of the respective officers, directors, employees, agents and attorneys of the persons and entities in clauses (i) through (iii) (collectively, "**Product-Related Releasees**") arising from the reproduction (including, as applicable under the terms of the MOU, synchronization) and distribution in the United States of musical compositions as embodied in Covered Product, including but not limited to Claims for payment, late payment, nonpayment and infringement relating to Covered Product (collectively, "**Product-Related Claims**"), from the inception of such activities with respect to Covered Product for so long thereafter as such Covered Product continues to be distributed in accordance with Section 4.22 or 5.11 of the MOU, as applicable; provided, however, that such release shall be effective only to the extent that payment of accrued P&U Royalties is made by a Participating Record Company for such musical compositions embodied in such Covered Product in accordance with the MOU and is received by the Participating Publisher (or Participating Publisher's designee).

Participating Publisher also hereby covenants not to assert Product-Related Claims that are Waived pursuant to this release, through a lawsuit or otherwise, and not to encourage litigation of such Product-Related Claims by third parties. With respect to any particular Covered Product, such release and covenant for Product-Related Claims shall be effective upon the receipt by Participating Publisher (or Participating Publisher's designee) of funds resulting from a Participating Record Company's payment for such Covered Product under the MOU, and thereafter shall be effective forever with respect to such Covered Product. For the avoidance of doubt, the release granted hereunder does not extend to (a) any right of public performance; (b) any right of public display; or (c) any right to prepare a derivative work, except (I) to the extent of creation of a sound recording of a musical composition in the manner permitted under Section 115, including the arrangement privilege embodied in 17 U.S.C. § 115(a)(2), or (II) use of a sound recording of a musical composition to create an audiovisual work, but solely to the extent such audiovisual work is embodied in Covered Product.

Release of Process-Related Claims

Participating Publisher, on its own behalf and on behalf of its Related Persons, hereby Waives, solely and to the full extent of its legal authority to do so, any Claims against (i) the Participating

Record Companies, the Parties, the Group I Administrator and the Group II Administrator, (ii) any of the respective Affiliates, shareholders, predecessors, successors and assigns of the persons and entities in clause (i), and (iii) any of the respective officers, directors, employees, agents and attorneys of the persons and entities in clauses (i) and (ii) (collectively, **"Process-Related Releasees"**) arising from the activities of Process-Related Releasees in connection with the formation of the MOU (and the predecessor TOA) and the implementation and administration of the processes set forth in the MOU (and predecessor TOA); provided that, in the case of Participating Record Companies, the activities covered by this release of Process-Related Claims do not include the determination or making of payments (including deposits, advances or payment of royalties or Late Fees) pursuant to the MOU, or the reproduction or distribution of musical compositions or obtaining of license authority therefor (it being understood that Claims with respect to such activities of Participating Record Companies are Waived only in accordance with the terms of the above release of Product-Related Claims to the extent they constitute Product-Related Claims) (collectively, **"Process-Related Claims"**). Participating Publisher also hereby covenants not to assert such Process-Related Claims that are Waived pursuant to this release, through a lawsuit or otherwise, and not to encourage litigation of such Process-Related Claims by third parties. To the extent any Process-Related Claim is based on rights in a musical composition, the foregoing release (but not the foregoing covenant) shall be effective solely with respect to any shares of any musical composition owned, administered or otherwise controlled by Participating Publisher and to the extent of such Participating Publisher's legal authority to grant such release. Such release and covenant shall (a) become effective as of the date of receipt by Participating Publisher (or Participating Publisher's designee) of payment of accrued P&U Royalties by the Group I Administrator or Group II Administrator under the MOU; (b) be effective only with respect to Process-Related Claims arising through the date of such receipt; and (c) thereafter, as so limited, shall be effective forever with respect to such Process-Related Claims.

Waiver of Unknown Claims

Participating Publisher hereby Waives, solely and to the full extent of its legal authority to do so, any right or benefit that may be available under Section 1542 of the California Civil Code or any similar laws of any other jurisdiction. Section 1542 of the California Civil Code provides:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

Notwithstanding the provisions of Section 1542 or any similar law of any other jurisdiction, and to provide a full and complete release of the beneficiaries of the releases set forth herein, Participating Publisher expressly acknowledges that the releases set forth herein are intended to include, without limitation, Claims as described in such releases that Participating Publisher does not know or suspect to exist in his favor at the time of execution of this document, and that the provisions hereof and payments under the MOU extinguish all such Claims to the extent provided in the releases set forth herein.

Acknowledgments

Participating Publisher acknowledges and shall never dispute that (i) this document is voluntarily entered into by Participating Publisher; (ii) Participating Publisher has been advised, and has had a reasonable opportunity, to consult with Participating Publisher's attorney in deciding whether to execute this document; (iii) the releases set forth herein are of a continuing nature and will apply to certain activities occurring after the date of execution provided that the conditions of the releases are satisfied; (iv) payments made by Participating Record Companies under the MOU and received by the Participating Publisher (or Participating Publisher's designee) constitute good and valuable consideration for the releases set forth herein; (v) the MOU, this document and participation in the MOU by a beneficiary of the releases set forth herein shall not constitute an admission by such person or entity of any wrongful action or inaction; and (vi) no agreement or representation, express or implied, has been made to, or is being relied upon by, Participating Publisher with respect to the releases set forth herein, except as expressly set forth herein.

Representation and Warranty

The person signing this document represents and warrants to the Parties, the Group I Administrator, the Group II Administrator and the Participating Record Companies that he or she has the right, power and authority to enter into this document.

Miscellaneous

This document and all matters arising out of or relating to this document shall be governed by the internal laws of the State of New York without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of New York hereto. This document, in combination with the MOU, represents the entire understanding with respect to the releases set forth herein and may not be altered or amended with respect to any beneficiary of the releases set forth herein except by a written instrument executed by such beneficiary.

Exhibit I

Specific Entities and Labels

[Attached]

EMI ENTITIES

EMI MUSIC NORTH AMERICA -- ENTITIES, JOINT VENTURES AND DISTRIBUTED LABELS

1. Constituent Entities

Capitol Records, LLC (formerly known as Capitol Records, Inc.)

Includes the following imprints:

Capitol
Blue Note
Angel
Seraphim
Manhattan
Capitol Jazz
Capitol Nashville
EMI Classics
EMI Latin
Capitol Latin
Capitol/EMI Latin
EMI Televisa Music
The Right Stuff
Laurie Records
The Enclave
SBK
Chrysalis
CEMA Special Markets
EMI Music Special Markets
EMI Special Markets
EMI-Capitol Special Markets
EMI
EMI America
EMI America Records
EMI Records
EMI-Manhattan
I.R.S. Records
Tribal Records
Metro Blue
Pacific Jazz
Patriot
Guardian
S-Curve (EMI imprint, not Steve Greenberg-owned label)
Janus Records
Liberty
Liberty Records
Liberty/UA
United Artists (historical releases only)
Virgin Classics
Virgin Records (recent releases)
Virgin Nashville
World Pacific
Pacific Jazz
Imperial
Aladdin
Sue
Parlophone
Hemisphere
Harvest
Odeon
Sunset
Silver Spotlight

Starline
Roulette (limited to US rights to Roulette's jazz catalog)
Shelter Records (limited to those assets purchased)
Tower
Ultra-Lounge

Caroline Records, Inc.

Includes the following imprints:

Astralwerks
Caroline Records
Caroline World
Scamp
Gyroscope
Herald
Passenger
Mercator

EMI Christian Music Group Inc.

Includes the following imprints:

Sparrow
Star Song
EMI Gospel
Forefront
Credential
Re-Think
Straightway
Worship Together
Birdwing
Meadowlark
Vireo
WOW
WOW Gospel

Tooth & Nail, LLC (not wholly owned but over 50%)

Includes the following imprints:

Tooth & Nail Records
BEC Recordings
Solid State Records
Uprok
Fugitive
Takehold

Virgin Records America, Inc.

Includes the following imprints:

Virgin Records
Virgin Records America
Charisma
Pointblank
NOW That's What I Call Music releases (all releases, regardless of distributing label)
Vernon Yard
Hut
Virgin Latino
Melisma (limited to certain releases)
Underground

Narada Productions, Inc.

Includes the following imprints:

Narada Records

Back Porch

Shakti

Domo

Priority Records, LLC

Includes the following imprints:

Priority Records

PR Records

Playland

No Limit (limited to certain historical releases, not current No Limit label)

Noo Trybe Records, Inc.

Includes the following imprints:

Noo Trybe Records

Rap-a-Lot (limited to EMI assets/imprint, not third party Rap-a-Lot label)

Cardiac

Higher Octave Music, Inc.

Includes the following imprints:

Higher Octave

Cyberoctave

OmTown

Earth Dance (might be a distributed label)

The Mute Corporation

Includes the following imprint:

Mute Records

2. Joint Ventures and Distributed Labels¹**Joint Ventures:**

Pendulum

Wild Pitch

H Records

Orpheus (limited to old EMI JV, not more recent distributed label of same name)

Netzwerk

Cheeba Sounds

Freeworld

Java

Best Side

Sho'Nuff

Music Line

Mosaic

URG

Montbello

Immortal

Matador

Meanwhile

Ruff Ryders

Enigma

Bust It/Capitol

Curb Records (EMI/Curb joint venture; not third party label)

¹ Limited to the terms of these deals and any post-term EMI rights.

Sixsteps Records
Dexterity Records
TresMyles
Angel Wars
Gotee Records
Mono Vs. Stereo
40 Records
EMI Gospel/Vector

Third Party Licensed or Distributed Labels:

Grand Royal (certain titles)
Roswell
Blackground
Neurodisc
Real World
Luaka Bop
Tabu
Solar Records
Primary Wave
Philadelphia International
DISA
Petrol
Pearl Records
Apple Corps
Cadena
Alma Entertainment
UC Media Group
So So Def
Purple Ribbon Entertainment
J&N Records
NPG Records ("Emancipation" album only)
King Biscuit
Premonition
Terror Squad
Wu-Tang
Vineyard Music Group
Lamb & Lion
Nuspring/Alliant
Aleho Records
Flicker Records
Inpop Records
Doxology Records
Choice Ministries
Cloud 9 Games
Tell It Records (Aaron Neville albums only)
OMG – Chasen Callahan 1st release only

SONY ENTITIES

Sony Music
List of P+U Labels for RIAA/NMPA Settlement

	A	B
1	Sony Music Entertainment - List of Labels	
2	Labels	Sony Music and Prior corporate entity owned and controlled
3	1:70	
4	(MIKE) CAMEY STUDIO	
5	105 MUSIC	
6	19 RECORDINGS	
7	1965 RECORDS	
8	20:20 LLC	
9	2P Production	
10	3 ENTERTAINMENT	
11	313/ COL D	
12	3P	
13	3SIXTY RECORDS/COLUMBIA	
14	550 MUSIC	X
15	69-RECORDS	
16	7SPIN MUSIC	
17	AAL	
18	ADVERSITY	
19	AEGEAN	
20	AEREOSTELLA	
21	AJ RECORDS	
22	AKTH	
23	ALBERT PRODUCTIONS	
24	ALFA RECORDS	
25	ALL OUT/SO SO DEF	
26	ALMOST GOLD RECORDINGS	
27	AMERICAN RECORDINGS	
28	AMIGA	
29	AMIGO RECORDS	
30	AQUEMINI	
31	ARC COLUMBIA	
32	ARDENT	
33	ARIES	
34	ARIOLA	
35	ARIOLA EXPRESS	X
36	ARIOLA EXPRESS/HANSA	
37	ARIOLA EXTRA	
38	ARIOLA MONTANA	
39	ARISTA	X
40	ARISTA NASHVILLE	X
41	ARISTA/GRATEFUL DEAD	
42	ARTE NOVA CLASSICS	
43	ARTISTDIRECT RECORDS	
44	ATO RECORDS	
45	AVALON RECORDS	
46	AVREP	
47	AWARE	
48	B & B RECORDS	
49	B UNIQUE	
50	B.I.D.	
51	BABY RECORDS	
52	BAD BOY RECORDS	
53	BAKERY	
54	BALA PLUS	
55	BANG	
56	BANSHEE MUSIC	
57	Basta Edizioni Musicali srl	

Sony Music
List of P+U Labels for RIAA/NMPA Settlement

	A	B
1	Sony Music Entertainment - List of Labels	
58	Battery Records	X
59	BBE	
60	BEATMART	
61	BEATS AROUND THE BUSCH	
62	BELIEVE IN A DREAM	
63	BELUGA HEIGHTS	
64	BENSON	
65	BERLIN RECORDS	
66	BERMAN BROTHERS	
67	BEST	
68	BEST SOUND	
69	BETHLEHEM MUSIC	
70	BHG MUSICK	
71	BIG BALLERS	
72	BIG BROTHER	
73	BIG CAT	
74	BIG HOUSE KIDS	
75	BIRDMAN	
76	BLACK SEAL	
77	BLACK SHEEP RECORDS	
78	BLACKHEART	
79	BLU NOTTE	
80	BLUE BUBBLE	
81	Blue Chair Records, LLC	
82	BLUE ELEPHANT	
83	BLUE EYE	
84	BLUE SKY	
85	BLUEBIRD	
86	BMG ENTERTAINMENT	X
87	BMG FRANCE	X
88	BMG FUNHOUSE	X
89	BMG HERITAGE	X
90	BMG JAPAN	X
91	BMG MUSIC	X
92	BMG MUSIC HONG KONG	X
93	BMG MUSIC TAIWAN	X
94	BMG SOUNDTRACKS	X
95	BMG SPECIAL PRODUCTS	X
96	BMG STRATEGIC MARKETING GROUP	X
97	BMG U.S. LATIN	X
98	BMG VIDEO	X
99	BMG ZOO ENTERTAINMENT	X
100	BNA RECORDS LABEL	
101	BONTON	
102	BREASTFED	
103	BRENTWOOD MUSIC	
104	BRIGHTSIDE RECORDINGS	
105	Brokenteeth	
106	BUDDHA RECORDS	
107	BURGUNDY RECORDS	X
108	BURNETT RECORDS	
109	ByStorm Entertainment	
110	C2 RECORDS	
111	CADENA MUSICAL	
112	Caminalo Discos Inc.	
113	CANVASBACK	
114	CAPO	
115	CARAVAN	

Sony Music
List of P+U Labels for RIAA/NMPA Settlement

	A	B
1	Sony Music Entertainment - List of Labels	
116	CARIBOU RECORDS	
117	CARRERE	
118	CATALYST	
119	CBS	X
120	CBS ASSOCIATED RECORDS	X
121	CBS RECORDS	X
122	CDS RECORDS	
123	CEDARMONT KIDS	
124	CHAOS	
125	CHART	
126	CHEEKY RECORDS	
127	CHEESE FACTORY/UNDERDOG	
128	CHEIRON	
129	CHINA RECORDS	
130	CHIPMUNK/SONY WONDER/EPIC	
131	Christian Walz Music	
132	CHUCKLIFE	
133	CINTAS ACUARIO	
134	CIRQUE DU SOLEIL	
135	CLAN CELENTANO	
136	CLEAN SLATE	
137	CLEAN SLATE	
138	CLEVELAND INTERNATIONAL	
139	CLOCKWORK ENTERTAINMENT	
140	CMG	
141	COCONUT	
142	COLD CHILLIN'/EPIC STREET	
143	COLOSSAL	
144	COLUMBIA	X
145	COLUMBIA HISTORIC EDITION	X
146	COLUMBIA JAZZ MASTERPIECES	X
147	COLUMBIA MUSIC VIDEO	X
148	Columbia SevenOne	X
149	CONIFER CLASSICS	
150	CONTEMPORARY JAZZ MASTERS	
151	COSMO	
152	COSTAROLA MUSIC	
153	CRAVE	
154	CRAZY CAT	
155	CREATION RECORDS	
156	CREATIVE TRUST WORKSHOP	
157	CRESCENT MOON RECORDS	
158	CSP	X
159	CULEBRA	
160	CUPOL	
161	CURRENT	
162	Cymatic Records	
163	DANCE	
164	DANCE MUSIC	
165	DANCE POOL	
166	DANCING CAT	
167	DANGEROUS MUSIC	
168	DARKCHILD	
169	DAS MUSIKLABEL	
170	DASLABEL	
171	DAYLIGHT	
172	DB RECORDS	
173	DC FLAG RECORDS	

Sony Music
List of P+U Labels for RIAA/NMPA Settlement

	A	B
1	Sony Music Entertainment - List of Labels	
174	DDD	
175	Decaydance	
176	DECONSTRUCTION	
177	DEDICATED	
178	DEESSE	
179	DEF AMERICAN	
180	DEF JAM	
181	DEFSTAR RECORDS	
182	DELTASONIC	
183	DESERT STORM	
184	DESTINY MUSIC	
185	DEUTSCHE HARMONIA MUNDI	
186	DEVIL INSIDE MUSIC PRODUCTION	
187	DI & GI	
188	DIG THIS!	
189	DISCHI DI CIOCCOLATA	
190	DISCOS CMG	X
191	DISCOVERY	
192	DJ WEST	
193	DMZ	
194	DOCTOR JAZZ	
195	DOMINO	
196	DOUBLE T	
197	DOUBLE T MUSIC	
198	DOVECOTE	
199	DOVECOTE/RED INK	
200	DRAKKAR RECORDS	
201	DUALSTAR	
202	DURLINDANA	
203	DV8	
204	E1 Entertainment/Columbia	
205	EAD Entertainment	
206	EAGLE RECORDS	
207	EARACHE RECORDS	
208	Easy Pop	
209	EATURMUSIC	
210	ECM	
211	EGG	
212	EGYPTIAN	
213	EIGHTY-EIGHT'S	
214	EL SILENCIO	
215	ELEMENTS MUSIC	
216	ELITE	
217	ENTERTAINMENT CO.	
218	EPIC	X
219	EPIC DANCE	X
220	EPIC RECORDS JAPAN	X
221	EPIC SOUNDTRAX	X
222	EPIC STREET	X
223	IGNITION	
224	EPICURE	
225	EPIDROME	
226	EQUAL VISION RECORDS	
227	ERSGUTERJUNGE	
228	ESSENTIAL RECORDS	
229	EULOGY	
230	EURODISC	
231	EUROPA MINI	

Sony Music
List of P+U Labels for RIAA/NMPA Settlement

	A	B
1	Sony Music Entertainment - List of Labels	
232	EUROPA PRIMO	
233	EVR	
234	EXODUSOUNDS	
235	F. HAMMOND MUSIC	
236	FACILITY	
237	FASTER	
238	FAVORITE GENTLEMAN	
239	FEEZ	
240	FG RECORDS/COLUMBIA	
241	FIFTY SEVEN RECORDS	
242	FLAVOR UNIT	
243	FLICKER RECORDS	
244	FLIP	
245	FLOODGATE RECORDS/EPIC	
246	FLY EYE/ALMOST GOLD	
247	FLYING DUTCHMAN	
248	FO YO SOUL/GOSPO CENTRIC	
249	FOODCHAIN RECORDS/COLUMBIA	
250	FOUNDATION RECORDS	
251	FOUR MUSIC	
252	FOX BAND	
253	FRANKFINN MUSIC	
254	Free Tempo	
255	FREEGROUND RECORDS	
256	FRENESIK	
257	Front Seat	
258	FULL MOON	
259	FUN RECORDS	
260	FUORI CLASSIFICA EDIZIONI MUSICALI SRL	
261	G & A Productions	
262	G.O.O.D. Music	
263	GAME RECORDINGS	
264	GENLYD	
265	GETTING OUT OUR DREAMS	
266	GGD PRODUCTIONS SRL	
267	Ghet-O-Vision Ent.	
268	GHOSTLIGHT	
269	GIANT STEPS	
270	GIG RECORDS	
271	GLI ASSOLATI VETRI	
272	GLOBAL MUSICON	
273	GLOBAL PACIFIC	
274	GLOBE MUSIC	
275	GLOW WORM	
276	GOLD DUST RECORDS	
277	GOSPOCENTRIC	X
278	GOTHAM	
279	GRANDE LONTRA	
280	GRATEFUL DEAD RECORDS	
281	GREATER EAST ASIA	
282	GROOVETOWN	
283	GRUNT	
284	GTO	
285	GUN	
286	H2O Music	
287	Half Life Records Inc.	
288	HANDMEDOWNRECORDS	
289	HANSA	

Sony Music
List of P+U Labels for RIAA/NMPA Settlement

	A	B
1	Sony Music Entertainment - List of Labels	
290	HAPPY DAYS	
291	HARBORWOOD RECORDS	
292	HARD HANDS	
293	HARMONY	X
294	HARMONY	X
295	HARPO	
296	HEINZ MUSIC	
297	HEITA	
298	HERZKLANG	
299	HIDDEN BEACH	
300	HIGH PERFORMANCE	
301	HIGH STREET RECORDS	
302	HIGHER GROUND	
303	HILLSONG	
304	HMC - HELSINKI MUSIC COMPANY	
305	HOLA	
306	HOSANNAI	
307	HOUSE OF MUSIC	
308	HYBRID	
309	HYPE	
310	HYPNOTIZE MINDS	
311	IGUANA RECORDS	
312	IL VOLATORE	
313	ILLUSTRIOUS RECORDS	
314	IMAGINE	
315	IMAGINE/EPIC	
316	IMMORTAL RECORDS	
317	IMUSIC	
318	In Music	
319	INCREDIBLE	
320	INDEPENDIENTE	
321	INDOLENT RECORDS	
322	INFINITY DIGITAL	
323	INO RECORDS	
324	INQUISITION RECORDS	
325	INTEGRITY GOSPEL	
326	ISO	
327	J RECORDS	X
328	J&N RECORDS	
329	JAPAN	
330	JAROMIR NOHAVICA	
331	JELLYBEAN RECORDINGS	
332	JET	
333	JIVE	X
334	JIVE ELECTRO	X
335	JOEY RECORDS	
336	JOZI VIBES	
337	JUPITER	
338	JVR	
339	K&P MUSIC	
340	KAT FAMILY	
341	KEFIR RECORDS	
342	KI/OON RECORDS	
343	KIRSHNER	
344	KIRTLAND RECORDS	
345	KITCHENWARE	
346	KIYAVI CORP.	
347	KNEELING ELEPHANT	

Sony Music
List of P+U Labels for RIAA/NMPA Settlement

	A	B
1	Sony Music Entertainment - List of Labels	
348	Koch	
349	KONAMI	
350	KORTA RECORDS	
351	KRED	
352	KRONER OG ORE	
353	LA COCCINELLA	
354	LA TRIBU	
355	LAFACE RECORDS	X
356	LAITHAI	
357	LAKOTA	
358	LATINO MUSIC	
359	LAVOLTA	
360	LAWINE	
361	LE FOGLIE E IL VENTO	
362	LEFTHOOK/COLUMBIA	
363	LEGACY RECORDS	X
364	LIGHTSTORM	
365	LIVE AT THE SHACK RECORDS	
366	LIVING STEREO	
367	LKF LIMITED	
368	LOOSEGROOVE	
369	LOS HOOLIGANS	
370	LOUD RECORDS	X
371	LOVE NO LIMIT RECORDINGS	
372	LOVEiSs	
373	LUCKY DOG	X
374	LUNA MUSIC	
375	LUNAPARK	
376	LUSAFRICA	
377	LV RECORDS	
378	MAILBOAT RECORDS	
379	MAINSTREAM	
380	MARANATHAI	
381	MARRAKESH	
382	MASTERWORKS	X
383	MASTERWORKS BROADWAY	X
384	MASTERWORKS JAZZ	X
385	MAXIMO ENTERTAINMENT	
386	MAYA RECORD'S	
387	MBM RECORDS	
388	MC MUSIC	
389	MCI	
390	MEGA RECORDS	
391	MELISMA RECORDS	
392	MELODIYA	
393	Mermaid Records	
394	METRONOME	
395	MICROFON	
396	MIG Records Sdn Bhd	
397	MIKADO	
398	MILITIA GROUP	
399	MILITIA GROUP	
400	MJJ MUSIC	
401	MNW	
402	MOCK & ROLL	
403	MODERN ART	
404	MODUL	
405	MOJO RECORDS	

Sony Music
List of P+U Labels for RIAA/NMPA Settlement

	A	B
1	Sony Music Entertainment - List of Labels	
406	MONUMENT	
407	MORMORA MUSIC SRL	
408	MOSER BAER	
409	MOSH	
410	MOTOWN	
411	M-PEOPLE	
412	MR. C	
413	Mr.305	
414	MURDERRECORDS	
415	MURMUR RECORDS	
416	MUSIC FOR NATIONS	
417	MUSIC IMPACT	
418	MUSIC ONE	
419	MUSIC WITH A TWIST	
420	MUSIC WORLD MUSIC	
421	MUSIDEAS	
422	MUSIKO	
423	MUSIMEX RECORDS	
424	MUSIZA	
425	MYRRH	
426	NA KLAR!	
427	NASHVILLE	
428	NAVRAS RECORDS	
429	NEMPEROR	
430	NEO	
431	NETTWERK	
432	NETWORK RECORDS	
433	NEW HAVEN RECORDS	
434	NIANELL DISTRIBUTION	
435	NICK AT NITE RECORDS	
436	NICK RECORDS	
437	NICKELODEON	
438	NMC, C.P.	
439	NOBUTYES	
440	NOONTIME	
441	NORSK PLATEPRODUKSJON	
442	NORTE	X
443	NORTHWESTSIDE RECORDS	
444	NPG RECORDS	
445	NUDE RECORDS	
446	OAK STREET	
447	OCTJAY	
448	OCTONE RECORDS	
449	ODE	
450	OKEH	
451	OMEGA	
452	ONE HAVEN	
453	ONE LITTLE INDIAN	
454	OPEN WIDE	
455	OR MUSIC	
456	ORBISON RECORDS	
457	ORFEON	
458	ORIGINAL CAST	
459	ORPHEUS	
460	OVERBROOK	
461	OVUM	
462	P.I.R.	
463	P.O.W. RECORDS	

Sony Music
List of P+U Labels for RIAA/NMPA Settlement

	A	B
1	Sony Music Entertainment - List of Labels	
464	PALM PICTURES	
465	PANAMA MUSIC	
466	PARADISE	
467	PARC	
468	PASHA RECORDS	
469	PDU	
470	PEN	
471	PHILADELPHIA INTERNATIONAL	
472	PHONOGENIC	
473	PIR	
474	piraterecords	
475	PLADECOMPAGNIET	
476	Planet Records	
477	PLANET SIX	
478	PLAYBOY	
479	PLAY-TONE	
480	PLUG	
481	POLO GROUNDS	
482	POP MUSIC	
483	PORTRAIT	X
484	PRAISE HYMN	
485	PRAVITIA	
486	PREMIUM LATIN MUSIC	
487	PRESSING	
488	PRESSING LINE	
489	PRESTIGIO RECORDINGS	
490	PRISMA RECORDS	
491	PRIVATE I	
492	PRIVATE MUSIC	
493	PROTEL RECORDS	
494	PROTOTYPE RECORDINGS	
495	PROVIDENT	X
496	PSYCHOSTAR MUSIC	
497	PURESPRINGS GOSPEL	
498	PYRAMID RECORD	
499	RAPSTER RECORDS / BBE RECORDS	
500	RAZOR & TIE	
501	RAZOR SHARP RECORDS	
502	RCA	X
503	RCA ANXIOUS	X
504	RCA BLUEBIRD	X
505	RCA CAMDEN	X
506	RCA CLASSICS	X
507	RCA CLASSICS CHRISTMAS	X
508	RCA GOLD SEAL	X
509	RCA LABEL GROUP	X
510	RCA NASHVILLE	X
511	RCA NOVUS	X
512	RCA NUMERO UNO	X
513	RCA RECORDS LABEL	X
514	RCA RECORDS LABEL NASHVILLE	X
515	RCA RED SEAL	X
516	RCA SILVER SEAL	X
517	RCA VICTOR	X
518	RCA VICTROLA	X
519	READER'S DIGEST	
520	RED	X
521	RED BARON	

Sony Music
List of P+U Labels for RIAA/NMPA Settlement

	A	B
1	Sony Music Entertainment - List of Labels	
522	RED DECIBEL	
523	RED INK	
524	RED MUSIC INTERNATIONAL	
525	RED ROCK PRODUCTION	
526	RED STAR RECORDS	
527	REDD KLAY ENTERTAINMENT	
528	REGIONAL MEXICAN	
529	REINCARNATE MUSIC	
530	RELATIVITY RECORDS	X
531	REPLAY	
532	REUNION RECORDS	
533	RHYME SYNDICATE	
534	RHYTHM KING	
535	RICH CRAFT	
536	RICORDI	
537	RISE	
538	RLG	X
539	ROADRUNNER	
540	ROBBINS ENTERTAINMENT	
541	ROBINSON RECORDS	
542	ROC-A-BLOK	
543	ROC-A-FELLA	
544	ROCK N' ROLL	
545	ROCKETOWN	
546	RODEOSTAR RECORDS	
547	ROLLING STONES RECORDS	
548	ROMAN/COLUMBIA	
549	ROOTS 'N' BLUES	
550	ROYAL OPERA HOUSE RECORDS	
551	RPM RECORDS	
552	RTI MUSIC	
553	RUFFHOUSE	
554	RUTHLESS RECORDS	
555	S RECORDS	
556	S.M. ENTERTAINMENT CO., LTD.	X
557	S.M.A.L.L.	
558	S.M.A.R.T.	
559	S2	
560	S4	
561	SAFE SIDE	
562	SAINT GEORGE	
563	SAN ISIDRO	
564	SANCTUARY RECORDS	
565	SBCMG	X
566	SBME Strategic Marketing Group	X
567	SBS Productions	
568	SCOTTI BROS.	
569	SCP MUSIC	
570	Seinna Entertainment Sdn Bhd	
571	SERCA MUSIC	
572	SERJICAL STRIKE	
573	SERRAGLIO	
574	SETANTA	
575	SGZ ENTERTAINMENT	
576	SHIFTY	
577	SH-K-BOOM RECORDS	
578	SHORT MUSIC	
579	SICK WID IT	

Sony Music
List of P+U Labels for RIAA/NMPA Settlement

	A	B
1	Sony Music Entertainment - List of Labels	
580	SILVERTONE	
581	SIN	X
582	SINE	X
583	SING SING	
584	SKINT	
585	SKYBLAZE	
586	SLAMM DUNK	
587	SM IMPORT SERVICE	
588	SMACKDOWN RECORDS	
589	SMCMG	X
590	SME (JAPAN) INC	X
591	SME RECORDS	X
592	SMI ARTIST	X
593	SMSP	X
594	SMSP/READERS DIGEST	
595	SMV VIDEO	X
596	SO SO DEF RECORDINGS	
597	SOLAR	
598	SONOLUX	
599	SONY	X
600	SONY BMG FRANCE	X
601	SONY BMG MUSIC (CANADA) INC.	X
602	SONY BMG MUSIC ENTERTAINMENT	X
603	SONY BMG MUSIC UK	X
604	SONY BMG SPECIAL PRODUCTS	X
605	SONY BROADWAY	X
606	SONY CLASSICAL	X
607	SONY DISCOS	X
608	SONY GOSPEL	X
609	SONY JAZZ	X
610	SONY KIDS' MUSIC	X
611	SONY LATIN	X
612	SONY LATIN JAZZ	X
613	SONY MASTERWORKS	X
614	SONY MUSIC	X
615	SONY MUSIC BEC TERO	X
616	SONY MUSIC CANADA	X
617	SONY MUSIC CATALOG	X
618	SONY MUSIC ENTERTAINMENT (US LATIN)	X
619	SONY MUSIC ENTERTAINMENT INC	X
620	SONY MUSIC INTERNATIONAL	X
621	SONY MUSIC LABEL GROUP	X
622	SONY MUSIC LOCAL	X
623	SONY MUSIC MEDIA	X
624	SONY MUSIC MM	X
625	SONY MUSIC NASHVILLE	X
626	SONY MUSIC RECORDS	X
627	SONY MUSIC SOUNDTRAX	X
628	SONY MUSIC STRATEGIC MARKETING GROUP	X
629	SONY MUSIC TV	X
630	SONY MUSIC UK	X
631	SONY MUSIC VIDEO	X
632	SONY SOHO SQUARE	X
633	SONY SOUNDTRAX	X
634	SONY SPECIAL MARKETING	X
635	SONY SPECIAL MKTG.	X
636	SONY SPECIAL PRODUCTS	X
637	SONY TROPICAL	X

Sony Music
List of P+U Labels for RIAA/NMPA Settlement

	A	B
1	Sony Music Entertainment - List of Labels	
638	SONY TV	X
639	SONY UK	X
640	SONY URBAN MUSIC	X
641	SONY WONDER	X
642	SOSO DEF	
643	SOUL CIRCLE	
644	Soundmachine	
645	Sounds Like Ivo	
646	SPASSGESELLSCHAFT	
647	SPECIAL PRODUCTS	
648	SPINDIZZY	
649	SPINDLETOP	
650	SPRAY RECORDS	
651	SRE	
652	START	
653	StarTime International	
654	STILL WATERS RECORDINGS	
655	STIMULATED	
656	STONECREEK	
657	STRATEGIC MARKETING	X
658	STREET LEVEL	
659	SUBPUB RECORDS	
660	SUBWORD	
661	SUCKA FREE RECORDS	
662	SUPERSONIC-GUN	
663	SWEAT	
664	SYCO MUSIC	
665	T.J. MARTELL FOUNDATION REC.	
666	TABU	
667	TANDEM.MU	
668	TEG	
669	TEMBO	
670	TERRIER	
671	TGA, LLC AND MORRIS MANAGEMENT	
672	THEM	
673	THIRSTY EAR	
674	THOM MARKETING LIMITED	
675	TIME BOMB RECORDINGS	
676	TITAN RECORDS	
677	T-NECK	
678	TOMMY BOY ENTERTAINMENT	
679	Track Masters	
680	TRANSGLOBAL	
681	TRANSMIT SOUND	
682	TRIBECA MUSIC	
683	TRISTAR	X
684	TROPIX MUSIC	
685	UGLY TRUTH	
686	UNDEAS	
687	UNTERTAINMENT	
688	UP ALL NITE MUSIC	
689	V2	
690	V4	
691	VAT 5 MUSIEK	
692	VELVET HAMMER	
693	VERMSA	
694	VENEMUSIC	
695	VERITY RECORDS	X

Sony Music
List of P+U Labels for RIAA/NMPA Settlement

	A	B
1	Sony Music Entertainment - List of Labels	
696	VERSAILLES	
697	VERTICAL	
698	VICTOR	X
699	VICTOR JAZZ	X
700	VIK. RECORDINGS	
701	VIKING LEGACY	
702	VIOLATOR	
703	VOGUE	
704	VOLCANO	X
705	VOLCANO II	
706	VOLCANO III	
707	WE DO MUSIC	
708	WE THE PEOPLE	
709	WEST SIDE LATINO	
710	WHITE LION MUSIC	
711	WHITE LION RECORDS	
712	WHITE RABBIT	
713	WHITE RECORDS	
714	WICKLOW	
715	WINDFALL	
716	WINDHAM HILL JAZZ	
717	WINDHAM HILL RECORDS	
718	WIND-UP	
719	WORD	
720	Work	X
721	WPM RECORDS	
722	WRASSE RECORDS	
723	WTG RECORDS	X
724	WWE MUSIC GROUP	
725	X-CELL	
726	X-CELL RECORDS	
727	XL RECORDINGS	
728	XTRAVAGANZA	
729	YAB YUM RECORDS	
730	YELEN MUSIQUES	
731	YO MAMA RECORDS	
732	ZAFIRO	
733	ZAMPANO	
734	ZEN GARDEN	
735	ZIC-ZAC	
736	ZMG	
737	ZOMBA	X
738	ZYCOS	
739	ZYX MUSIC	

UMG ENTITIES

Universal Music Group
List of Labels (FINAL 11/20/09)
(excluding Joint Ventures and Distributive Labels)

LABEL
1500 Records
20/21
20th Century Classics
2-4-1 Records
3D Classics
3H/Label Agreement
A&M
A&M/ Octone Records Llc
Ab2
Aftermath/Shady
Akon
Allido Records Ps
Amaru li
Amaru Records
American Recordings
Argo (Core)
Asl Owned
AXIOM
Bacatranes (Machete)
BarBox 498 DGG
Beanie Sigel/Roc-A-Fella
Beat Club Records
Beethoven Edition
Belart/DG
Belart/London
Belart/Philips
Big Dog Music
Billy Howerdel/ Idj
Blue Thumb
Bocelli - Sogno
Boss Hogg Outlawz
Bratz (Hip-O)
Break 'Em Off Records
Broadway Mca
Bu Vision Llc / Idj (Jeremih)
Byi Ent (Aka Cartoon)
Can I Ball Records
Caribbean Connection
Carnegie Kings
Casablanca Records
Celtic Heartbeat (Broadway MCA)
Centenary
Charles Hamilton
Cherry Entertainment
Chron Reissues
Classette
Classics Performances
Clique / Streamline Records
Coolsville Prod.

Corporate Thugz Entertainment
Curb/Universal Records Jv
Custard
Da Beatstaz
Daddy Yankee P&D
Dagger Records
Das Label/Reeve Carney
Death Row/Amaru
Decca Broadway
Decca International
Decca Legends
Decca Soundtracks
Decca Us
Decca US - Mary's Tree
Decca Us- Emarcy
Decca Us-Vevo
Decca Vision
Decca/London (Core)
Def Jam
DEF JAM SOUTH
Def Jam West
Def Soul
Def Soul Classics
Def SOUL VIDEO (Island)
DG CD (Core)
DGC
Dgc/Interscope
Dgg (V)
Diplomatic Man, Inc
Disa (Umg)
Discos Linda
Disturbing The Peace Records
Diversion X Industries 1St Loo
DJ LETHAL
DMY (UMG)
Doggy Style Records
Down With Webster
Downtown Music
Dream/ Idj
Duo Series
DV8
Ecm
Ecstatic Peace Upstream (Umd)
Edmonds Record Group
Electrik Red
Eli Young Band
Eloquence
Epitaph Records
Escstatic Peace Upstream
Fabolous/ Desert Storm
Flobots
Fontana International
FREELANCE ENTERTAINMENT
From Rags to Riches
Fubu

G Love
Galleria DG (Core)
Geffen
Ghetto Youth Int'L
Giant-Step Records
Gimell
Goldstar Music Inc./ldj
Graham Colton
Great Pianists
Grp
Gts
GTSP Video
Hip-O Records
Hollywood Visa (UMG)
HORIZON
I.G. Records, Inc.
Icewater
Imaginary Road Recds
Import Music Service
Impulse
Interscope
Interscope - A&M
Intl Latin America
Ironworks Records
IRS
Island Def Jam (Mercury)
Island Records
Isr/Mosley/Zone 4, Ps
Jackie Greene/Dig Split
Kedar Entertainment, Inc.
Konvict Entertainment
La Calle (Umg)
Latium Records
LETHAL DOSE
Lil Scooter (Cbe Recrods)P/S
L'oiseau Lyre CD
London U.S.
Lost Highway Records
Lt
LT Owned
Luna Music (UMG)
Machete Music
Machete/ Emusica
Mad About/DG
Mad Yacht Records (UMG)
MANGO
MC NASTY RECORDS
Mca
Mca Nashville
Mca Special Products
Mdi / Johnny Cash Gh
Mendieta Discos (Ufv)
Merc Capricorn
Merc Nashville
Mercury Dom

Mercury Gold
Mercury Living Presence
Mercury Records
Mercury/Decca
Michael Burns
Michael Franti P/S
Miller Drive Inc
Miller Drive/Idj/Lost Highway
Modular Jv
Montano
More Than A Game Soundtrack - LeBron James PS
Morning After Records/Stolen T
Mosley Music Pp
Motown (Kedar)
Motown Records
Motown/Universal
Mozart Edition
Mr. Incognito Productions
Music World Productions-Solang
Musikfest CD/DGG
Muxxic Latina
National Own
NAT'L LICENSED
Nelly Furtado/Mosley Music
Nery Music (Ufv)
Never So Deep Records
New Door Records
New Door Records 2
Nightmoods
Ninth Avenue Music, Inc
Nothing Records
Npg Records
Nulife
Ny:La Music Inc
One Recordings
Opera Gala/London
Originals
Oro Musical (UMG)
Outpost
Overbrook Music
Pacifika
Parachute/Mercury Records
Pazzo Music, Llc
Penguin
Perspective
Phase 4
Phillips (V)
Platino (UMG MKTG)
Point Music
Poly Tv (Mt)
Poly/Atlas
POLYDOR
Polydor / Fontana
Polytv/Defjam
Procan (UMG)

Prorey (UMG)
 Psm Records
 QUANGO
 R.A.L.
 Radiokilla / Isr Ps
 Ramex (UMG)
 Rap-A-Lot
 Rap-A-Lot
 Rawkus Entertainment
 RBMG / IDJ
 Rebound Records
 Red Boy Records
 Red Zone Entertainment Inc. / IDJ
 REUNION
 Rising Tide
 Rmm Records (Machete)
 Roc La Familia
 Rock-A-Fella Records
 Rodney Jerkins / Interscope PS
 Rooney / Geffen Ps
 Rowdy P/S
 Ruff Ryders/ Roc-A-Fella
 Ryan & Joey, Inc.
 Rye Rye / M.I.A. / Isr Ps
 Sanctuary Records
 Segovia
 Serjical Strike Records
 Set Your Life to Music
 Sgz Univision (Umg)
 Shawn Carter
 Shrek The Third
 Silas
 Silverline CD (Core)
 Slim Thug/Star Trak
 Slip N Slide Records
 Smoakwood-Rockhard/Idj
 Snoop Dogg 40/40/20
 So So Def/Island Records-Direc
 Sodapop LLC / IDJ
 Sonique
 Sound Of Atlanta
 Src Records Inc
 Starmex (Ufv)
 Straight Face Records Inc
 Streamline Records
 Streamline/Kon Live/Isr Ps
 Su2C/Idj
 Sub City Records
 Suretone
 Surrender Records
 Tag Records / Idj
 Tami Chynn
 Telefunken
 The Franchise/Interscope
 The Source

TJ MARTELL
Toros Records (UMG)
Travio Records
Treasury
Tuff Gong Records, Lp
TVT RECORDS
Twins (Ufv)
Twisted
Tyler Perry, Inc.
Ultra Records / Idj
Umg
Universal Latino
Universal Records
Universal South
Universal Tv
Universal/Next Plateau
University Music
Univision Music (Umg)
Up Above Records
Urban Music (Machete)
UTV - A&M
UTV - IDJ
UTV - IGA
UTV - MCA NASHVILLE
UTV - Mercury Nashville
UTV - UME
UTV - UNIVERSAL
UTV - VERVE
UTV ISLAND
Utv Motown
Utv Uni Roy
Utv-Classics
Velour Records Joint Venture
Verve
Verve - Cullum
Verve (Impulse)
Victory Music
Video Philips
VIOLATOR
Viva/London
Voicez Records
W14
Wanna Blow, Inc
We The Best Music, Inc.
Westminster (Broadway MCA)
White Lion
Wonder Boy Entertainment, Inc.
Wy Records
XL Interscope
Zone 4 Inc/ Interscope Jv

Universal Music Group
List of Labels (FINAL 11/20/09)
Joint Ventures and Distributed Labels

LABEL

112 Bad Boy
333 MUSIC
510 Records
Aftermath
Alfano
ANDY PRIEBOY
Ashley Parker Angel
ASL (UDS)
Bass Productions
Biv Ten Records
Brushfire Records, Inc.
Cash Money Records
Damon Dash Music
Darkchild Records JV
Das
Delicious Vinyl (Geffen)
Disturbing Tha Peace Recording
Dreamworks
Drive Thru Records
Edimal Music
Flawless Records
Flyte Tyme Records
Foxy Brown - Bad Boy
Full Surfiz
Gangland Record Corp
Gasoline Alley
GG&L Music
Guitian
G-Unit Records
Ivy Queen
Jack Johnson
Jersey
Joanna Levesque
Lax
Lil Man
Ludacris/Disturbing Tha Peace
Margaritaville
Melee Entertainment
Mercury Capricorn
MOJO
Moonshine Conspiracy
Mr. Collipark
Neptunes Label Venture
Night Man Records
Nu America Music
Organized Noise
PERSPECTIVE
Psychopathic Records
Pussycat Dolls Jv

Radioactive
Refuge
Rick Rubin Enterprises Llc
Ruff Ryders Records
Russell Simmons Music Group
Seven
Shady Records
Slash Distributed
SO IV
Spit Records
Stolen Transmission, Llc
Stuart Hersch
Suave Records
Surco Records
T.J. Martell
Tank
The Neptunes
Top Dawg Priductions
Track Factory
Triloka
Umi Fontana
Univoces
Vagrant Records
Vi Records
Weapons Of Mass Entertainment
Zomba/Def Jam

WMG ENTITIES

Entities Associated with Participating Record Company	
1	Alternative Distribution Alliance
2	Asylum Records LLC
3	Atlantic Recording Corporation
4	Atlantic/143 L.L.C.
5	Atlantic/MR Ventures Inc.
6	Bad Boy Records LLC
7	Big Beat Records Inc.
8	Cordless Recordings LLC
9	E/M Ventures
10	East West Records LLC
11	Elektra Entertainment Group Inc.
12	Elektra/Chameleon Ventures Inc.
13	EN Acquisition Corp.
14	FBR Investments LLC
15	Ferret Music Holdings LLC
16	Frank Sinatra Enterprises, LLC
17	Fueled By Ramen LLC
18	Insound Acquisition Inc.(f/k/a Atlantic/MR II Inc.)
19	J. Ruby Productions, Inc.
20	Lava Records LLC
21	London-Sire Records Inc.
22	Maverick Recording Company
23	Nonesuch Records Inc.
24	NVC International Inc.
25	Penalty Records, L.L.C.
26	Perfect Game Recording Company LLC
27	Restless Acquisition Corp.
28	Rhino Entertainment Company
31	Ruffnation Records LLC
32	Ryko Corporation
33	Rykodisc, Inc.
34	Spirit-Led Records, LLC
37	Warner Alliance Music Inc.
38	Warner Bros. Records Inc.
39	Warner Music Discovery Inc.
40	Warner Music Inc.
41	Warner Music Latina Inc.
42	Warner Music Nashville LLC
43	Warner Special Products Inc.
44	Warner Strategic Marketing Inc.

45	Warner-Elektra-Atlantic Corporation
46	WBR/QRI Venture, Inc.
47	WBR/Ruffnation Ventures, Inc.
48	WBR/Sire Ventures Inc.
49	WEA International Inc.
50	Word Entertainment Direct, LLC
51	Word Entertainment LLC
52	Word Holdings LLC
53	Word Music Group, LLC

IMPRINTS ASSOCIATED WITH PARTICIPATING RECORD COMPANY

1	143
2	4AD
3	ACADEMY IS
4	ALLEGRO ERATO
5	ALLEGRO FINLANDIA
6	ALLEGRO TELDEC
7	AMERICAN
8	AMPHETAMINE REPTILE
9	ASYLUM
10	ATCO
11	ATLANTIC
12	ATLANTIC ASYLUM
13	ATLANTIC CHRISTIAN
14	ATLANTIC CLASSICAL
15	ATLANTIC GROUP
16	ATLANTIC NASHVILLE
17	AVENUE
18	A VISION
19	BAD BOY
20	BEARSVILLE
21	BEE GEES AUDIO
22	BEGGAR'S BANQUET
23	BERSERKLEY
24	BIG BEAT
25	BIG MUCH
26	BIG SCREEN MUSIC
27	BLACKBIRD
28	BLACKGROUND
29	CAPRICORN
30	CHA-LAVA
31	CHAMELEON
32	CHOP SHOP
33	CLADDAGH
34	COLD CHILLIN
35	CORDLESS
36	COTILLION
37	DECAYDANCE
38	DENON CLASSICS
39	DENON JAZZ
40	DEXTERITY SOUNDS

41	DISCOVERY
42	DMI
43	DOUBLE DRAGON
44	EAST WEST AMERICA
45	EAST WEST WORLD
46	ECM
47	ELEKTRA ASYLUM
48	ELEKTRA EN
49	ELEKTRA MUSICIAN
50	EMPEROR NORTON
51	ERATO
52	F111
53	FINLANDIA
54	FINNADAR
55	FORWARD
56	FUELED BY RAMEN
57	FULL MOON
58	GHETTOWORKS
59	GIANT
60	GRAMAVISION
61	GRATEFUL DEAD
62	HANNIBAL
63	HIP HOP BABY
64	HOLLYWOOD
65	HYBRID
66	HYDRA HEAD
67	INTERSCOPE
68	ISLAND
69	JIGGIRI
70	KID RHINO
71	KID ROCK
72	KINETIC
73	LAMBERG
74	LASALLE
75	LAVA
76	LIGHT
77	LIGHTYEAR ENTERTAINMENT
78	LONDON SIRE
79	LONDON SIRE ESSENTIAL
80	LUKE
81	MACHINE SHOP
82	MAD HOUSE
83	MAMMOTH
84	MATADOR

85	MAVERICK
86	MEDICINE
87	MESA
88	METAL BLADE
89	MIRAGE
90	MODERN
91	MUSIC FOR LITTLE PEOPLE
92	MUSIC WORKS/TOMATO
93	MUSICIAN
94	MUTE
95	MYSTIC
96	NONESUCH
97	OVERALL
98	PACIFIC
99	PAISLEY PARK
100	PALADIN
101	PANIC AT THE DISCO
102	PBS
103	PENDULUM
104	PHOTO FINISH
105	PIONEER
106	PLANET
107	PRIMARY
108	PYRAMID
109	Q
110	QUINLAN ROAD
111	QWEST
112	R2M MUSIC
113	RABBIT EARS
114	RECORD COLLECTION
115	REPRISE
116	RESOUND
117	RESTLESS
118	REVOLUTION
119	RHINO INTERNATIONAL
120	RHINO
121	RHINO VIDEO
122	RICHCRAFT
123	ROCK REBEL
124	ROCK THE WORLD
125	ROPE A DOPE
126	RSO
127	RUFFNATION
128	RYKO

129	SALAD DAYS
130	SAVOY JAZZ
131	SELECT
132	SINATRA
133	SIRE
134	SLASH
135	SLIP-N-SLIDE
136	SM
137	SOLAR
138	SOULIFE
139	STRAIGHTLINE
140	TELDEC
141	THIRD STONE
142	TIGHT 2 DEF
143	TIME LIFE
144	TOMMY BOY
145	TURNER
146	VAPOR
147	VECTOR
148	VICE
149	VP
150	WARNER ALLIANCE
151	WARNER BROS.
152	WARNER CLASSICS
153	WARNER FONIT
154	WARNER KIDS
155	WARNER/REPRISE NASHVILLE
156	WARNER/REPRISE VIDEO
157	WARNER RHINO
158	WARNER SPECIAL PRODUCTS
159	WAVE
160	WHITFIELD
161	YAB YUM

Amendment Number 1
To Memorandum of Understanding ("MOU") Between
RIAA, NMPA and HFA Dated November 10, 2009
Concerning Treatment of Certain Corporate Transactions and Entities

Pursuant to Section 12.5 of the MOU, this Amendment Number 1 ("Amendment") sets forth principles concerning participation in the MOU in the event of certain corporate transactions involving Participating Record Companies and Participating Publishers, and in the case of certain joint ventures not Controlled by a Participating record Company but of which a constituent entity of a Participating Record Company is a joint owner.

1. Definitions

For purposes of this Amendment:

- 1.1 **"Acquisition," "Acquires"** and similar terms refer to one person or entity acquiring (i) Control over an entity, such as through the purchase of securities in the acquired entity, a merger or other corporate transaction, or (ii) all or substantially all of the assets of an entity or a recognizable business unit, such as a record label or a music publisher, previously operated by another person or entity. These terms do not refer to ordinary-course transactions such as a Participating Record Company entering into a recording contract with an artist or a Publisher entering into a music publishing agreement with a writer or an administration, co-publishing or sub-publishing agreement with a writer or another Publisher.
- 1.2 **"Divestiture," "Divests"** and similar terms refer to one person or entity divesting itself of (i) Control over an entity, such as through the sale of securities in the acquired entity, a merger or other corporate transaction, or (ii) all or substantially all of the assets of an entity or a recognizable business unit, such as a record label or a music publishing catalog, previously operated by the divesting person or entity. These terms do not refer to ordinary-course transactions such as a Participating Record Company or Publisher granting a license, or a Publisher entering into an administration, co-publishing or sub-publishing agreement with another Publisher.
- 1.3 **"Relevant Business Unit"** means (i) an entity Control of which was transferred by virtue of an Acquisition or Divestiture, or (ii) in the case of an Acquisition or Divestiture of all or substantially all of the assets of an entity or business unit, the business of the Acquiring entity corresponding to the assets transferred.

2. Acquisitions and Divestitures

In the case of Acquisitions and Divestitures by Participating Record Companies and Participating Publishers, subsequent participation in this MOU by the Relevant Business Unit shall be subject to the principles set forth in this Section 2; provided that the Best Practices Group may agree to changes in these principles as warranted. The Group I Administrator and Group II Administrator will establish reasonable operating procedures consistent with these principles (as may be modified by the Best Practices Group).

- 2.1 Participating Publisher Acquires Participating Publisher or business unit of Participating Publisher: Relevant Business Unit continues to participate under the MOU as part of the Acquiring Participating Publisher. The parties to the Acquisition may make arrangements with the Group I Administrator and Group II Administrator, as applicable, for transfer of payments from the Group I Fund or Group II Fund, respectively.
- 2.2 Participating Publisher Acquires other Publisher or business unit: Relevant Business Unit to participate under the MOU as part of the Acquiring Participating Publisher if the Acquisition is completed on or before December 31, 2011, unless (i) such participation is prohibited by U.S. or foreign law, regulation, judicial ruling, or binding, pre-Acquisition shareholder approval rights or contractual obligations of the Relevant Business Unit (except any agreements pursuant to which the Acquisition occurs), or (ii) there are issues with respect to the inclusion of a person or entity in a distribution based on the Publisher Market Share of the Relevant Business Unit that would give rise to exclusion under Section 4.21 of the MOU of all of the Publisher Market Share of the Relevant Business Unit. Absent an exception as provided in clause (i) or (ii) above, upon notice of such an Acquisition to the Group I Administrator and Group II Administrator, and notice by the Group I Administrator and Group II Administrator to Participating Record Companies, each Participating Record Company will pay to the Group I Administrator and Group II Administrator, as applicable, and the Group I Administrator and Group II Administrator will pay to the Acquiring Participating Publisher, a share of the P&U Royalties on the Participating Record Company's books attributable to Group I Product and Group II Product corresponding to the Publisher Market Share of the Relevant Business Unit as determined for the Group I Distribution Process and Group II Distribution Process, less P&U Royalties paid with respect to the Relevant Business Unit's share of a musical composition following the Group I Cutoff Date or Group II Cutoff Date, as applicable. Such payment shall be computed as of the end of a quarter. If the Acquiring Participating Publisher knows that there are issues with respect to the inclusion of a person or entity in a distribution based on the Publisher Market Share of the Relevant Business Unit, such as would give rise to exclusion under Section 4.21 of the MOU, the Acquiring party shall so notify the Group I Administrator and Group II Administrator, as applicable, and the exclusion shall be made in the computation of such payment. If the Group I Administrator and Group II Administrator are not notified of the Acquisition in time to reasonably reflect such payment in Group I Payment Amounts and/or Group II Payment Amounts in the ordinary conduct of the Group I Distribution Process and Group II Distribution Process, such payment shall be made with the Participating Record Company's next quarterly payments under Sections 4.22 and 5.11 reasonably following computation of such payment amounts, and the Publisher Market Share of the Relevant Business Unit thereafter shall be included in quarterly payments under Sections 4.22 and 5.11. The releases required by Sections 4.15 and 5.6 shall apply in accordance with their terms upon such payment. In the case of Acquisitions completed on or after January 1, 2012, Article 7 and Exhibits A and B of the MOU shall apply to clearance of musical works owned or controlled by

the Relevant Business Unit and royalties payable to the Relevant Business Unit after the closing of the Acquisition, but there will be no adjustment of the Group I Distribution Process and Group II Distribution Process as described above.

- 2.3 Participating Publisher Divests an entity or business unit, other than to another Participating Publisher: Relevant Business Unit continues to participate under the MOU. In the case of a Divestiture involving a change of Control of the Relevant Business Unit (such as a stock Divestiture or a merger), rights and obligations under the MOU shall continue to be binding on the Relevant Business Unit. In the case of a Divestiture involving a transfer of assets, the Divesting Participating Publisher shall require the Relevant Business Unit, as a condition of the Divestiture, to be bound by and continue to participate under the MOU. The parties to the Divestiture may make arrangements with the Group I Administrator and Group II Administrator, as applicable, for transfer of payments from the Group I Fund or Group II Fund, respectively.
- 2.4 Participating Record Company Acquires Participating Record Company, business unit of Participating Record Company, or independent record company participating in a similar Late Fee waiver program as described in Section 3.2 of the MOU: Relevant Business Unit to participate under the MOU as part of the Acquiring Participating Record Company. If, after the closing of the Acquisition, no constituent entity of the Acquiring Participating Record Company (including the Relevant Business Unit) is obligated to pay P&U Royalties associated with Product Distributions of the Relevant Business Unit's Group I Products and Group II Products before the closing of the Acquisition (such as may be the case for certain asset Acquisitions), then, for the avoidance of doubt, any such obligation of the predecessor of the Relevant Business Unit is not hereby extinguished.
- 2.5 Participating Record Company Acquires other record company or business unit: Relevant Business Unit to participate under the MOU as part of the Acquiring Participating Record Company if the Acquisition is completed on or before December 31, 2011, unless such participation is prohibited by U.S. or foreign law, regulation, judicial ruling, or binding, pre-Acquisition shareholder approval rights or contractual obligations of the Relevant Business Unit (except any agreements pursuant to which the Acquisition occurs). If, after the closing of such an Acquisition, a constituent entity of the Acquiring Participating Record Company (including the Relevant Business Unit) is obligated to pay Specified Royalties for Product Distributions by the Relevant Business Unit before the closing of the Acquisition, and as part of the Acquisition the Acquiring Participating Record Company Acquires P&U Royalty accruals attributable to Product Distributions of Group I Product or Group II Product before the closing of the Acquisition (e.g., in the case of a stock Acquisition), the Participating Record Company shall notify the Group I Administrator and Group II Administrator and pay its aggregate Publisher Market Share of such Acquired P&U Royalties into the Group I Fund or Group II Fund, as applicable, within a reasonable time, not to exceed two (2) quarters, after integrating the accounting functions and royalty systems of the

Relevant Business Unit into its own accounting functions and royalty systems. The releases required by Sections 4.15 and 5.6 shall apply to such pre-closing Product Distributions in accordance with their terms upon such payment. In the case of Acquisitions completed on or after January 1, 2012, Article 7 and Exhibits A and B of the MOU shall apply to clearance of musical works and royalties payable for products of the Relevant Business Unit after the closing of the Acquisition, but inclusion of the Relevant Business Unit's pre-closing Product Distributions of Group I Products and Group II Products in the Group I Distribution Process and Group II Distribution Process as described above shall be at the option of the Acquiring Participating Record Company.

- 2.6 Participating Record Company Divests an entity or business unit, other than to another Participating Record Company: Relevant Business Unit continues to participate under the MOU. In the case of a Divestiture involving a change of Control of the Relevant Business Unit (such as a stock Divestiture or a merger), rights and obligations under the MOU shall continue to be binding on the Relevant Business Unit. In the case of a Divestiture involving a transfer of assets, the Divesting Participating Record Company shall require the Relevant Business Unit, as a condition of the Divestiture, to be bound by and continue to participate under the MOU. However, if the Relevant Business Unit participates in a similar Late Fee waiver program as described in Section 3.2 of the MOU, either as a stand-alone company or as part of an Acquiring company, that agreement, rather than the MOU, shall be controlling.

3. Non-Controlled Joint Ventures

In the case of joint ventures not Controlled by a Participating Record Company but of which a constituent entity of a Participating Record Company is a joint owner, it is understood that the joint venture is not a constituent entity of the Participating Record Company, but the joint venture's Products may be covered by the MOU because another constituent entity of the Participating Record Company is obligated to pay Specified Royalties for those Products. In the event that the joint venture alone is responsible for payment of Specified Royalties for some of its Products, and the joint venture and the Participating Record Company wish to have the joint venture participate under the MOU as a constituent entity of the Participating Record Company, the Participating Record Company shall have the option to include such joint venture as a constituent entity of the Participating Record Company. Such option may be exercised by written notice to the Group I Administrator and Group II Administrator, as applicable. Upon any such exercise, (i) the Participating Record Company shall promptly pay into the Group I Fund and Group II Fund, as applicable, its aggregate Publisher Market Share of any P&U Royalty accruals attributable to Product Distributions of Group I Product or Group II Product on the books of the joint venture and not previously considered P&U Royalties of the Participating Record Company, (ii) the Participating Record Company or joint venture, as applicable, shall promptly implement the Best Practices and Default Rules with respect to Products of the joint venture to the same extent as otherwise required for products of the Participating Record Company, and (iii) the Participating Record Company's point of contact for purposes of the MOU shall also serve as point of contact for the joint venture's participation in the MOU.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives.

RECORDING INDUSTRY ASSOCIATION OF AMERICA, INC.

By: Steven M. Marks
Name: Steven M. Marks
Date: 2-26-10

NATIONAL MUSIC PUBLISHERS' ASSOCIATION, INC.

By: _____
Name: _____
Date: _____

THE HARRY FOX AGENCY, INC.

By: _____
Name: _____
Date: _____

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives.

RECORDING INDUSTRY ASSOCIATION OF AMERICA, INC.

By: _____

Name: _____

Date: _____

NATIONAL MUSIC PUBLISHERS' ASSOCIATION, INC.

By:  _____

Name: DAVID ISRAELITE

Date: 2/25/10

THE HARRY FOX AGENCY, INC.

By: _____

Name: _____

Date: _____

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives.

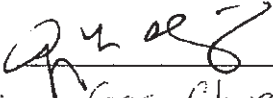
RECORDING INDUSTRY ASSOCIATION OF AMERICA, INC.

By: _____
Name: _____
Date: _____

NATIONAL MUSIC PUBLISHERS' ASSOCIATION, INC.

By: _____
Name: _____
Date: _____

THE HARRY FOX AGENCY, INC.

By:  _____
Name: Gary Chargin
Date: February 23, 2010