

MEMORANDUM OF UNDERSTANDING
AMERICAN FEDERATION OF MUSICIANS
SOUND RECORDING LABOR AGREEMENT

PREAMBLE

At the culmination of the current round of collective bargaining, the parties to this Memorandum of Understanding ("MOU") reached an agreement (subject to the Federation's ratification procedure) for a successor collective bargaining agreement.

1. By the terms of this Memorandum of Understanding, the existing Sound Recording Labor Agreement ("SRLA") and its accompanying Video Promo Supplement, the Digital Distribution Memorandum of Agreement, Sound Recording Special Payments Fund ("SPF") Agreement, and Sound Recording Trust Agreement shall be modified, changed or deleted as set forth below.
2. In all other respects the provisions of the Agreements referred to in paragraph 1 above shall remain in full force and effect during the term of the SRLA, February 1, 2006 – January 31, 2009.
3. The parties shall promptly take the necessary steps to incorporate the agreed-upon changes into the Agreements referred to in paragraph 1 above and to print a new set of agreements reflecting those changes.

1. **Term**

The term of this Agreement shall be 3 years (February 1, 2006 — January 31, 2009).

2. **Scale Wages**

Increase wages (other than Experimental Low Budget wages) as follows:

- Effective January 1, 2007, or upon the first Monday of the week following the execution of this MOU, whichever is later, increase 4.55%; and
- Effective February 1, 2008, increase an additional 3%.

3. **Health and Welfare Fund Contributions (other than Low Budget)**

- Effective February 1, 2007, or upon the first Monday of the week following the execution of this MOU, whichever is later, increase contribution to \$22 for each original service and \$16.50 for each additional service.

4. Pension

Increase contribution rates as follows:

- Effective February 1, 2007, or upon the first Monday of the week following the execution of this MOU, whichever is later, increase contribution to 10.5% of scale wages; and
- Effective February 1, 2008, increase contribution to 11% of scale wages.

5. Low Budget Recordings

- a. Increase wages (except under Experimental Low Budget provision) by same percentages and on the same dates as increases in Paragraph 2 of this MOU;
- b. Increase pension contributions (Exhibit D (2), p. 54) to the same percentages and on the same dates as increased under Paragraph 4 of this MOU;
- c. Effective February 1, 2007 or upon the first Monday of the week following the execution of this MOU, whichever is later, increase health and welfare contribution rate from \$12 to \$15.50; and
- d. Effective January 1, 2007, or upon the first Monday of the week following the execution of this MOU, whichever is later, the minimum call for choral recordings shall be a 3-hour call at a rate of \$173.48. This rate shall remain unchanged for the term of the Agreement.

6. Special Payments Fund

- a. Amend Addendum A, Paragraph 3(e) of the SPF Agreement (pp. 79-80) to provide for an increase to the SPF contribution rate on sales of sound recordings produced on or after August 1, 2006 (physical product) in excess of 1,000,000 royalty-bearing units to .56%.
- b. Clarify SPF Agreement, Paragraph 2(a) (p. 71) by adding the following sentence to the end thereof:

“For purposes of this paragraph, scale wages will not include wages for recording a Phonograph Record where the Administrator determines, in his/her sole discretion, that the Phonograph Record was recorded primarily for the purpose of qualifying for Fund distributions and/or not recorded for legitimate commercial purposes.”

c. Amend SPF Agreement to provide that the contribution reports accompanying each semi-annual payment shall be in a computer data file format that shows the sales period covered by the report and that includes the following data for each title (*i.e.*, CD or other physical unit in the case of physical sales; song in the case of downloads) and specify by side letter the extent to which each Company is presently able to comply with this provision:

- Artist
- Album name (or song name if a downloaded track)
- ISRC
- Selection number
- Date of release
- Number of physical units sold and number of units sold via download and number of units streamed on an annual and cumulative basis
- Configuration (*e.g.*, CD, cassette, track download, album download, bundle of tracks, music video download, music video stream, concert DVD download, concert DVD stream, ringtones)
- Unit exclusion taken
- Percentage of album being paid on, if less than 100% (*i.e.*, if some of the tracks were recorded outside of the domestic area and not otherwise subject)
- Manufacturers' suggested retail price or wholesale price
- Contribution amount
- Contribution rate

7. Sampling

Add a provision for a *de minimis* distribution of \$10.

8. Form B Issues

Refer Form B issues, including 1) creation of procedures to facilitate the timely submission of Form B Contracts and to maximize prompt payment of Musicians; and 2) planning for the electronic completion and filing of B Forms, to subcommittee during term of the Agreement.

9. Soundtrack Albums

Incorporate 2005-2009 Motion Picture and Television Film Agreement Sound Track Regulations.

10. Annual Meeting to Consider Disputes

Representatives of the Federation and each Company will meet once each calendar year on mutually agreeable dates in October to discuss and attempt to resolve any disputes over the application or interpretation of this Agreement. Prior to each such meeting, the Federation will submit a list of pending disputes together with any relevant secondary materials related to the dispute to each Company. Any resulting agreements shall be implemented promptly after the conclusion of the meetings.

11. Digital Distribution Side Letter

- a. Incorporate terms of Digital Distribution Side Letter (modified consistent with this MOU) into the SRLA.
- b. The parties agreed to specific terms regarding the digital exploitation of (1) phonograph records (as defined in Appendix A) through Downloads or Non-Permanent Downloads, and (2) Traditional Music Videos (as defined in Appendix A) through Downloads, Non-Permanent Downloads and Video Streams, in each case occurring on or after February 1, 2006. These specific terms are set forth in Appendix A, and shall be incorporated into the appropriate sections of the SRLA and the SPF Agreement.

12. Music Videos

- a. The parties agreed to the elimination of the Video Promo Supplement and to the release of all claims under the Video Promo Supplement for all product that may have been subject to the Video Promo Supplement at any time. The release is attached and incorporated herein as Appendix B. It will be executed simultaneously with the execution of this MOU but will become effective only upon AFM ratification.
- b. The parties agreed to specific terms regarding (1) the production of Traditional Music Videos and (2) the exploitation of Traditional Music Videos via sales of physical product. These specific terms are set forth in Appendix C (attached and incorporated herein), which is entitled Term Sheet regarding the Production of Traditional Music Videos and Their Exploitation Via Sales of Physical Product. These agreed-upon terms shall be incorporated into the appropriate sections of the SRLA and the SPF Agreement.

13. Concert DVD's

- a. Concert DVDs produced by the Company on or after February 1, 2007, whether distributed physically or digitally, are within the scope of the SRLA. For the purpose of this provision only, the term "produced" shall include arrangements whereby the Company retains or obtains copyright

ownership of, and distribution rights to, the concert DVD (a "Covered Concert DVD").

- b. Scale payments shall be made pursuant to SRLA Location Recording provisions (Ex. A.I.L.) for recording/releasing soundtrack used in a Covered Concert DVD (whether released with or without video component in physical or digital format). In the event a Covered Concert DVD is released, a payment of \$50 will be made to all musicians (excluding Royalty Artists) whose musical services are embodied on the soundtrack for each 15 minutes of music (or portion thereof) released with video component to a maximum of five 15 minute segments per musician, plus pension and one H&W payment as provided for in Paragraphs 2, 3 and 4 of this MOU. The payments for the release of the Covered Concert DVD shall be subject to a 15% discount per musician if there are more than 30 musicians receiving such payments.
- c. Exploitation payments of the following amounts for the following periods shall be made to the SPF for distribution to the musicians performing on the sound track(s) of the Concert DVD:
 - Physical Product -

.55% of Wholesale Price for 10 years commencing upon the release of a Covered Concert DVD, after combined sales of physical product and digital downloads of entire Concert DVDs exceed 25,000 units.
 - Digital Product (downloads of any kind and streams) -

.55% of Wholesale Price for 10 years commencing upon the release of a Covered Concert DVD, i) on all streams of the entire Concert DVD and/or individual "tracks;" and ii) on all downloads of the entire Concert DVD (if the Concert DVD is not released as a physical product) and/or individual "tracks" in excess of 10,000 units.
- d. Compliance and audit terms consistent with those applicable to distribution of physical and digital audio product respectively.
- e. All uses of recorded product other than as a Covered Concert DVD or as a sound recording shall be subject to Paragraph 21 of SRLA.

14. **Historic Product**

The Parties acknowledge that, in the course of the negotiations culminating in the 2006 - 2009 Sound Recording Labor Agreement, discussions occurred regarding product generally referred to as "historic." In the event that one or more

Companies wishes to negotiate terms relating to the exploitation of such "historic product" that differ from the terms otherwise set forth in the SRLA or any other AFM agreement, a joint committee consisting of Federation and Company representatives will be convened for purposes of addressing this matter. If there is no agreement on "historic" product, the terms of the SRLA will continue to apply to such product.

15. Amend Paragraph 8 of the SRLA to read as follows:

8. The Company shall only call or authorize a recording session in order to make a phonograph record, a Traditional Music Video or a Covered Concert DVD.

16. Side Letter Agreement re: Satellite Radio

The parties have agreed to enter into a Side Letter Agreement regarding Satellite Radio substantially in the form set forth on Appendix D, which is attached and incorporated herein.

17. Side Letter re: Music Video Negotiations

The parties have agreed to enter into a Side Letter regarding Music Video Negotiations substantially in the form set forth on Appendix E, which is attached and incorporated herein.

APPENDIX A

Digital Exploitation Term Sheet

1. Definitions and Scope of Digital Exploitation Term Sheet

This Term Sheet shall set forth the specific terms agreed to by the parties regarding the digital exploitation of (A) phonograph records (as defined herein) through Downloads or Non-Permanent Downloads and (B) Traditional Music Videos (as defined herein) through Downloads, Non-Permanent Downloads or Video Streams (each of the foregoing, a "Covered Exploitation"). For the avoidance of doubt, nothing herein shall be construed as covering (C) the commercial digital exploitation of Audio Streams, (D) the promotional digital exploitation of any phonograph records or Traditional Music Videos or (E) transmissions that are subject to the compulsory statutory license established by 17 U.S.C. Section 114.

- a. The term "phonograph record" is defined in the Sound Recording Labor Agreement ("SRLA") and the Sound Recording Special Payments Fund Agreement ("SRSPF Agreement"). For the purposes of this Term Sheet, a "phonograph record" shall include a digital file containing one (1) or more tracks or songs produced by a signatory record company pursuant to the SRLA as set forth in 1(c) below. In incorporating the terms embodied in this Term Sheet into the SRLA, the parties shall determine whether the definition of "phonograph record" should be altered, and if so, how it should be altered, in order accurately to integrate the terms and understandings set forth in this Term Sheet into those documents.
- b. For purposes of this Term Sheet, the term "master record" shall be any matrix, "mother," stamper or other device from which another such master record, phonograph record, wire or tape recording, or other device reproducing sound, is produced, reproduced, pressed or otherwise processed" pursuant to the terms of the SRLA and the SRSPF Agreement.
- c. The definitions in (d)-(f) below refer to products, or exploitations of products, that are, or that contain audio elements that are produced from master records containing music which was performed or conducted by musicians covered by, or required to be paid pursuant to, the SLRA.
- d. The term "Traditional Music Video" shall be defined as an audio visual product that includes an audio element produced from a master record, and a visual element of the type or genre traditionally aired on television for promotional purposes, e.g., MTV, VH1, BET, CMT, etc.

- e. The term "Permanent Audio Download" shall be defined as a phonograph record which is sold via digital transmission in the U.S. and abroad in a manner which provides a permanent copy. The term "Permanent Video Download" shall be defined as a Traditional Music Video which is sold via digital transmission in the U.S. and abroad in a manner which provides a permanent copy. "Permanent Audio Downloads" and "Permanent Video Downloads" are collectively referred to as "Downloads." For clarification, "Downloads" shall include master ringtones.
- f. The term "Non-Permanent Download" shall be defined as a phonograph record or a Traditional Music Video which is sold via digital transmission in the U.S. and abroad on a temporary, tethered, conditional or "timed out" basis.
- g. The term "Audio Stream" shall be defined as a phonograph record which is sold via digital transmission in the U.S. and abroad using streaming technology and leaving no residual copy on the receiving device.
- h. The term "Video Stream" shall be defined as a Traditional Music Video which is sold via digital transmission in the U.S. and abroad using streaming technology and leaving no residual copy on the receiving device.
- i. For clarification, "digital transmissions" shall include digital transmissions via the internet, digital cable or similar networks, e.g., the delivery of ringtones or traditional music videos to mobile phones. The parties have agreed upon a side letter, set forth in Appendix D, with respect to issues arising under satellite radio and other new technologies (if any).
- j. The term "Wholesale Price" shall be defined as the per unit wholesale price (without deductions) actually received by the Company from a digital service provider in connection with a Covered Exploitation. In circumstances where there is no per unit wholesale price, "Wholesale Price" shall be defined as the monies actually received by the Company from a digital service provider that are attributable to such Covered Exploitation. By way of illustration, the parties acknowledge that percentage of gross service revenue payments, percentage of advertising revenue payments, per-subscriber payments and per-use payments will generally be within the types of revenues that would be included within the calculation of "wholesale price." The parties further acknowledge that content origination fees, digitization fees and advances not offset by actual digital transmissions are not generally within the types of revenues that would be included within the calculation of wholesale price.
- k. This Term Sheet shall cover terms for Downloads, Non-Permanent Downloads and Video Streams and shall not cover terms for Audio Streams. Audio Streams that are subject to the compulsory license created

by 17 U.S.C. Section 114 will be governed by the provisions of Section 114. Audio Streams that are made pursuant to interactive or other non-statutory licenses granted by the Company pursuant to Section 114, are covered by the 1994 MOA.

- l. Ringbacks shall be covered by, and payments shall be made pursuant to, either this agreement or the 1994 MOA. (as may be amended).
 - m. The parties have reached agreement on the terms that govern the digital exploitation of Covered Concert DVDs. Those terms are set forth in the MOU and will be incorporated into the SRLA and the SRSPF Agreement.
2. Payment Terms – Permanent Audio Downloads
- a. Rate: Effective February 1, 2006, pay .55% of the Wholesale Price on Permanent Audio Downloads produced on or after February 1, 2006, after applying applicable exclusions. The contribution rate shall remain .5% for Permanent Audio Downloads produced prior to February 1, 2006, after applying applicable exclusions.
 - b. Exclusion: There shall be a 10,000 unit exclusion for Permanent Audio Downloads of singles. The exclusion for Permanent Audio Downloads of albums shall be modified to be included within the 25,000 exclusion applicable to physical product sales.
 - c. Ten Year Limitation: Payments for Permanent Audio Downloads shall commence with the calendar year during which the phonograph record is first released for sale in any form (or where the release is digital only, with no physical product, from the date of the first release) and terminating at the end of the tenth calendar year thereafter. The year of such release shall be counted as the first year of the ten years.
3. Payment Terms – Non-Permanent Audio Downloads
- a. Rate: Effective February 1, 2006, pay .55% of the Wholesale Price on Non-Permanent Audio Downloads produced on or after February 1, 2006. The contribution rate shall remain .5% for Non-Permanent Audio Downloads produced prior to February 1, 2006. In no event shall the Company be obligated to make any payments on Non-Permanent Downloads that have already been paid under the terms of the 1994 Memorandum of Agreement.
 - b. Exclusion: There shall be no exclusions for Non-Permanent Audio Downloads.
 - c. Limitation: The limitation, if any, on the period during which payments shall be owed on Non-Permanent Audio Downloads shall be subject to

negotiations between the parties in the context of the negotiations for a successor agreement to the 1994 Memorandum of Agreement.

- d. Recipient Fund: The fund to which such payments shall be made shall be subject to negotiations between the parties in the context of the negotiations for a successor agreement to the 1994 Memorandum of Agreement. For the avoidance of doubt, nothing in this Term Sheet governs the method of distribution of the payments made pursuant to this Paragraph 3.

4. Payment Terms – Traditional Music Videos

- a. Rate: Effective February 1, 2006, for the first ten (10) years defined in Section IV.C. below, pay .55% of the Wholesale Price on Permanent Video Downloads, Non-Permanent Downloads of Traditional Music Videos or Video Streams (subject to applicable exclusions for Permanent Video Downloads). For the following five (5) year period defined in Section 4.C below, pay .3% of the Wholesale Price on Permanent Video Downloads, Non-Permanent Downloads of Traditional Music Videos or Video Streams (subject to applicable exclusions for Permanent Video Downloads).
- b. Exclusions: There shall be a 10,000 unit exclusion on Permanent Video Downloads. There shall be no exclusions on Non-Permanent Downloads of Traditional Music Videos or Video Streams.
- c. Fifteen Year Limitation: The payments provided for under this Section 4 shall be made with respect to Permanent Video Downloads, Non-Permanent Downloads of Traditional Music Videos and Video Streams which take place during the period commencing with the calendar year during which the record in which the Traditional Music Video is first released for exploitation in any form and terminating at the end of the fifteenth calendar year thereafter. The year of such release shall be counted as the first year of the fifteen (15) years. For purposes of calculating the 15 year period for exploitations of Traditional Music Videos produced prior to February 1, 2006, the first year shall be 2006.

5. Recipient Fund and Distribution Method

- a. All payments required to be made under Paragraphs 2 and 4 above shall be made to the SPF.
- b. The payments made pursuant to Paragraph 4 shall be distributed to the musicians whose performance is embodied in the audio element contained in the Traditional Music Video.
- c. There shall be no Music Performance Fund contribution on the exploitations covered in this Term Sheet.

APPENDIX B

DATE:

Norman K. Samnick, Esq.
Bryan Cave LLP
1290 Avenue of the Americas
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Michael A. Curley, Esq.
Morgan & Lewis
101 Park Avenue
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Re: AFM Release on Video Promo Supplement Obligations

Dear Norman and Michael:

Notwithstanding anything herein to the contrary, in consideration of the terms and conditions mutually agreed upon in the negotiations culminating in the 2006 - 2009 Sound Recording Labor Agreement, it is specifically agreed that the American Federation of Musicians of the United States and Canada, AFL-CIO (the "AFM"), its respective current, former, and future officers, directors, employees, partners, members, parents, affiliates, and subsidiaries and its successors and assigns (collectively, the "Releasers"), hereby irrevocably and unconditionally releases and forever discharges each of the record companies that becomes a signatory to the 2006-2009 AFM Sound Recording Labor Agreement (the "Signatory Record Companies"), including their respective current, former and future officers, directors, employees, partners, investors, parents, affiliates, subsidiaries, divisions and labels and their respective successors and assigns (collectively, the "Releasees") with respect to any and all claims, obligations or liabilities, whether known or unknown, relating to or arising from payments that may have been due and owing under the Video Promo Supplement, as amended from time to time, for any period prior to the date hereof concerning the production or exploitation, or both, of music videos or any portion thereof that are within the Releasers' lawful authority to release.

The Releasers agree not to commence, maintain, fund (in whole or in part), prosecute, instigate, encourage, assist, or in any manner participate in any action or proceeding in any court, arbitration, or other forum against any Releasee with respect to any claim explicitly or implicitly waived herein. The Releasers represent that neither the AFM, nor any other person or entity acting on behalf of the AFM, has filed any charge, lawsuit, or other proceeding asserting any claim that is explicitly or

implicitly waived herein. The AFM acknowledges that, in the event any charges, lawsuits, or other proceedings have been filed, this Release shall render such charges, lawsuits or proceedings null and void, and the AFM hereby expressly waives its rights to pursue them in any manner. In the event that any person or entity seeks to obtain any relief with regard to any claim released and waived hereunder, the AFM covenants not to accept, recover or receive any monetary relief or award that may arise out of or in connection with any such proceeding.

For the Signatory Record Companies

s/ _____

For the American Federation of Musicians

s/ _____

APPENDIX C

Term Sheet Regarding the Production of Traditional Music Videos and Their Exploitation via Sales of Physical Product

1. Definitions and Scope of Term Sheet
 - a. The production and physical product sales of Traditional Music Videos shall be governed by the terms and conditions set forth below.
 - b. For purposes of this Term Sheet, the term "Traditional Music Video" shall be defined as an audio visual product that includes an audio element produced from a master record, and a visual element of the type or genre traditionally aired on television for promotional purposes, e.g., MTV, VH1, BET, CMT, etc. Traditional Music Video physical product sales are sales of Traditional Music Video singles and compilations embodied in a physical format.
 - c. Sections of the deleted Video Promo Supplement not inconsistent with this Term Sheet shall be incorporated into the SRLA as appropriate.
2. Production
 - a. Effective for all product produced on or after the first day of the month following execution of the MOU, the Company will pay to each side musician, i.e. other than a "royalty artist," (as that term is defined in the SRLA) who performs as a musician "on-camera" (including "sideline musicians" as that term is commonly understood) in a Traditional Music Video the sum of \$325 per 10 hour day. Effective February 1, 2008, that scale rate shall increase to \$334.75 for a 10 hour day. Pension and health and welfare payments at the rates and conditions set forth in the SRLA shall be made. For work performed in excess of 10 hours in a day, the musicians shall be compensated at 1 ½ times the pro rata 10 hour payment at ½ hour intervals.
 - b. A Meal Period shall be provided with the time of the meal period to be determined at the producer's discretion subject to applicable law.
3. Payment Terms
 - a. Rate: Effective February 1, 2006, for the first ten (10) years of the period defined in Section 3.c below, pay 1% of the Wholesale Price (as defined in the Digital Exploitation Term Sheet) generated from Traditional Music Video physical product sales. For the following five (5) years of the period defined in Section 3.c. below, pay .5% of the Wholesale Price generated from Traditional Music Video physical product sales.

- b. Exclusion: There shall be a 1,000 unit exclusion for Traditional Music Video physical product.
- c. Fifteen Year Limitation: The payments provided for under this Section 3 shall be made with respect to Traditional Music Video physical product sales which take place during the period commencing with the calendar year during which the record in which the Traditional Music Video physical product is first released for exploitation in any form and terminating at the end of the fifteenth calendar year thereafter. The year of such release shall be counted as the first year of the fifteen (15) years. For purposes of calculating the fifteen (15) year period for Traditional Music Videos produced prior to February 1, 2006, the first year shall be 2006.

4. Recipient Fund

- a. All payments required to be made under Section 3 above shall be made to the SPF for distribution to the Musicians whose performances are embodied in the audio element contained in the Traditional Music Video.
- b. There shall be no Music Performance Fund contributions on Traditional Music Video physical product sales.

APPENDIX D

DATE:

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Re: Side Letter Agreement Regarding Satellite Radio

Dear Norman and Michael:

The parties agree that during the term of the 2006-2009 Sound Recording Labor Agreement, they will meet to discuss the basis upon which payments to musicians should be calculated with respect to distributions of recordings produced under any Sound Recording Labor Agreement via satellite radio, where such distributions are not covered by either the compulsory license created by 17 U.S.C. Section 114 or non-statutory licenses subject to the terms of the 1994 MOA. Either party may commence these discussions, upon notice to the other party, after July 2007.

The parties have further agreed that if, during the term of the 2006-2009 Sound Recording Labor Agreement, a dispute arises with respect either to the Company's obligation to make payments to musicians with respect to digital distribution via other new technologies or platforms, or the basis upon which such payments should be calculated, either party has a limited right to convene a Joint Federation-Industry Cooperative Committee meeting to discuss these issues. In order to exercise this limited right, a party must serve a written notice on the other party on or before February 15, 2008. During the 90 day period following such notice, the parties shall attempt to reach a mutually acceptable resolution of such dispute. Failing a negotiated agreement, each party may exercise its rights under federal labor laws. This limited right has no effect on any other provision of the 2006-2009 SRLA.

For the Signatory Record Companies

s/ _____

For the American Federation of Musicians

s/ _____

APPENDIX E

DATE:

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New York, NY 10104

Michael A. Curley, Esq.
Morgan & Lewis
101 Park Avenue
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Re: **Side Letter Agreement Regarding Future Music Video
Technologies and Distribution Platforms**

Dear Norman and Michael:

During the course of negotiations for a successor agreement to the 2002 - 2005 Sound Recording Labor Agreement as extended ("SRLA"), the AFM and the Signatory Recording Companies ("Companies") agreed to delete the Video Promo Supplement to the SRLA and to replace it with the terms and conditions set forth in Appendix A and Appendix C to the parties' 2006 Memorandum of Agreement as the mechanism for compensating musicians for the production and/or exploitation of music videos.

The AFM and the Companies expressly agree that i) the negotiations that produced this Agreement occurred in the context of the technology and distribution platforms applicable to music videos in existence in and around 2005 and 2006; and ii) the agreements reached in 2006 concerning the compensation of musicians for the production and/or exploitation of music videos were not intended to limit in any way the scope of negotiations over these subjects in future SRLA negotiations generally and, more particularly, when and if new technologies or distribution platforms replace or supplement those in place in 2005 - 2006; and iii) the terms under which musicians shall benefit from new technologies or distribution platforms as they may relate to the commercial exploitation of music videos produced pursuant to the Video Promo Supplement prior to this Agreement as well as music videos produced in the future pursuant to this Agreement and its successors shall be subject to negotiations between the parties during future SRLA negotiations in accordance with the requirements of the National Labor Relations Act.

For the Signatory Record Companies

s/ _____

For the American Federation of Musicians

s/ _____