

RADIOPRO RIGHTS MANAGEMENT LIMITED

COLLECTIVE MANAGEMENT ORGANISATION

SCHEDULE I - DISTRIBUTION SCHEME

1. Calculation of Right Holders' Equitable Revenue

1.1 Royalties are distributed according to the following scheme:

- All monies collected goes to the performers (singers and musicians) and producers (related rights) after the management deductions and fees. From the related rights:
 - 50% goes to the music producer / publisher (50% of the total fee),
 - 25% to the singers (25% of the total fee) and
 - 25% (25% of the total fee) to the performing musicians.

1.2 Each Right Holder on a Track shall be treated as making one contribution only per Track per category of contribution and shall be categorised as either a Featured Right Holder or a NonFeatured Right Holder.

1.3 Notwithstanding the definition of Non Featured and Featured Right Holders, Right Holders who make a claim to amend or add to data held on a Track will be categorised according to the evidence provided in accordance with the claims process set out in Schedule II hereto, or as may be varied from time to time. Those providing evidence that they contributed to a Track will be treated as Non-Featured Right Holders. The claims process shall be published and made available to Right Holders in a manner to be agreed from time to time. For the avoidance of doubt the provisions of this Clause shall not prevent the application of agreements referred to in Clauses 2.1, 3.4 and 3.5 below.

2. All Right Holders

2.1 Equitable music royalties distribution shall be allocated in such proportions as all the Right Holders agree in writing in the Format Supplied provided they are able to

certify they were the total number of Right Holders on a Track. Reasonable efforts will be undertaken to inform Right Holders' whether by means of the Format Supplied or as otherwise agreed, of the proportions of Right Holders' Equitable Revenue / Remuneration that would apply pursuant to Clauses 3 or 4 below in default of any such agreement as referred to in the Clause.

2.2 In the event that Clause 2.1 above applies, allocations shall be made as agreed only if the agreement in the appropriate format is received before the deadlines which shall be published in advance.

2.3 In the absence of any agreement as provided for in Clause 2.1 above, the allocations shall be made as set out in Clauses 3, 4 and 7, or as may subsequently be agreed pursuant to Clauses 5 or 6 below.

3. Featured Right Holders

3.1 Seventy (70) per cent of the Right Holders' Allocation per category of contribution shall be allocated to Featured Right Holders on a per capita basis, subject to Clauses 3.2 and 3.3 below.

3.2 Where all Right Holders on a Track certify in the Format Supplied that they are the only contributing Right Holders and all such Right Holders are Featured Right Holders (including any Right Holders to be treated as a Featured Right Holder pursuant to Clause 3.3) one hundred (100) per cent of the Right Holders' Allocation per category of contribution shall be allocated to those Right Holders on a per capita basis.

3.3 Where all Featured Right Holders on a played Track agree in writing in the Format Supplied, a Non-Featured Right Holder shall be treated for the purposes of this Agreement as a Featured Right Holder and shall receive a share of Right Holders' Equitable Revenue pursuant to Clause 3 and not Clause 4 of this Schedule.

3.4 Right Holders' Equitable Revenue shall be allocated in accordance with the provisions of Clause 3.1 and 4.3 except when all the Featured Right Holders on a Track unanimously agree in writing in the Format Supplied to vary as between them the proportions of the Right Holders' Equitable Revenue payable to them.

3.5 In the event that Clause 3.4 above applies, allocations shall be made as agreed only if the appropriate completed declaration form is received before the deadlines which shall be published in advance.

3.6 In the event a declaration form or any written agreement referred to in Clauses 2.1, 3.3 or 3.4 above, is received after the deadlines referred to in Clause 2.2 or 3.5 above, the proportions of Right Holders' Equitable Revenue stipulated on the relevant declaration form or agreement (as the case may be) will be used to recalculate shares for all subsequent distributions and, if requested by the relevant Right Holders in the Format Supplied, all previous distributions of Right Holders' Equitable Revenue in respect of any Period of the last three (3) preceding Periods.

3.7 There shall be full Track level accounting of the amount allocated to each Featured Right Holder. Any new relevant information received in connection with performances on Tracks may lead to a recalculation of the amount of Right Holders' Equitable Revenue allocated to individual Featured Right Holders in respect of any previous distributions of Right Holders' Equitable Revenue made in respect of any Period of the last preceding three (3) Periods and all subsequent distributions.

3.8 Right Holders' Equitable Revenue shall be distributed to qualifying Featured Right Holders who have registered and who have made valid claims against Tracks or whose contribution have otherwise been proved.

3.9 Right Holders' Equitable Revenue which remains undistributed despite reasonable endeavours to pay Featured Right Holders who are eligible shall be held on account for the Retention Period to pay late claimants.

3.10 At the end of the Retention Period any unpaid Equitable Revenue set aside to Featured Right Holders shall be transferred into the Undistributed Right Holders Fund.

4. Non-Featured Right Holders

4.1 Thirty (30) per cent of the Right Holders' Allocation per category of contribution shall be allocated to Non-Featured Right Holders.

4.2 Each identified Non-Featured Right Holder shall be allocated a fixed percentage of the Non-Featured Right Holders' Allocation per category of contribution for each Track on which they have performed. This will be calculated by reference to the number of Non-Featured Right Holders treated as having performed on the Track. By way of example only: if ten (10) Non-Featured Right Holders are treated as having performed on a Track then the fixed percentage shall be three (3) per cent of the appropriate per category of contribution i.e.: the standard thirty (30) per cent available to Non-Featured Right Holders divided by the top of the range. The

maximum allocation to a single Non-Featured Right Holder is seven point 5 per cent (7.5).

4.3 Following the above allocations Right Holders' Equitable Revenue shall be distributed to identified qualifying Non-Featured Right Holders who have registered and who have made valid claims against Tracks or whose contributions has otherwise been proved.

4.4 After distribution referred to in Clause 4.3 above and subject to Clause 4.5 below, the Non-Featured Right Holders' Allocation will be held for the Retention Period to pay qualifying Non-Featured Right Holders who have delayed in making a claim.

4.5 It is accepted that on older repertoire which, by way of example only, shall be considered as being Tracks recorded prior to 1980, this shall provide the primary means of distribution to Non-Featured Right Holders. With respect to more recent repertoire where more information is available on contributions to a Track, it is accepted that the track based distribution system referred to in Clause 4.3 above shall operate as the primary means of paying Non-Featured Right Holders.

4.6 The claims process required in relation to Clause 4.5 above requires the certification in the Format Supplied of participation in sessions year by year or by reference to main artist.

4.7 Payment as against claims set out in Clause 4.6 above shall be divided among all qualifying Non-Featured Right Holders who have fulfilled the requirements set out in Clause 4.6 above.

4.8 There shall be no retrospective Track level re-allocation for Non-Featured Right Holders provided that, for the avoidance of doubt, where there is an agreement notified under Clauses 2.1 or 3.3 above nothing in this Clause shall prevent a recalculation of shares as between the Featured Right Holders (including any Non-Featured Right Holder who is by virtue of such declaration or agreement to be treated as a Featured Right Holder) and provided further that this Clause shall not affect any allocations made pursuant to Clauses 4.5, 4.6 and 4.7 above.

4.9 Notwithstanding anything to the contrary in the Schedule, where any Non-Featured Right Holders on a recording are all members of an ensemble:

and the ensemble has (or the Right Holders comprising the ensemble have) an amateur or volunteer status, or where, in good faith, it is anticipated that the amounts of Right Holders' Equitable Revenue payable over an aggregate

of 3 Periods shall not exceed the minimum payment threshold referred to in Clause 7.1 below, then unless the ensemble (or the administrator(s) thereof) object, the aggregate of Right Holders' Equitable Revenue due to the Non-Featured Right Holders comprising that ensemble shall be distributed to the person or entity responsible for the administration of the ensemble as a single point of payment;

In the event that a single point payment is made or arranged with any ensemble pursuant to this Clause, by any individual Right Holder(s) requires individual payment, such request will be acceded to (subject to the minimum payment threshold referred to in Clause 7.1 below) but this shall not automatically suspend the arrangements for single point payment for the other Right Holders, but each case shall be considered individually (if necessary by the Mediation Committee) to assess the economic and administrative consequences thereof.

5. Line-Up Complete

The parties hereby confirm that they will enter into good faith discussions to resolve as soon as possible the feasibility of the whole of the Right Holders' Allocation per category of contribution to be allocated in the case of Tracks which are "line-up complete" where the contributing Right Holders on such Tracks comprise both Featured Right Holders and Non-Featured Right Holders and where Clauses 3.3 and 4.2 do not apply. Those discussions shall also consider the procedures and evidence by which such Tracks may be considered "line-up complete" (i.e. that all contributing Right Holders are identified by name only or have registered) and the extent to which the provisions of Clause 7 below relating to the distribution of the Undistributed Right Holders Fund shall apply.

6. Minimum Payment Level / Track Exchange

6.1 An individual qualifying Right Holder or persons or entities, referred to in Clause 4.11 above, will not be entitled to receive a distribution where the minimum payment falls below the sum of €20. If the amount of monies due to an individual Right Holder or such persons or entities referred to in Clause 4.11 above (and for the avoidance of doubt such monies shall in these circumstances include Interest due to be credited to the relevant Right Holder or Right Holders if distribution is to be made to a single person or entity under Clause 4.11 above) pursuant to this Scheme falls below this figure, the money will be held on account for the Right Holder or such

persons or entities, referred to in Clause 4.11 above, until it reaches the relevant payment level.

6.2 Notwithstanding the allocations set out in Clauses 3.4 (and any other provisions as may be agreed pursuant to Clause 5) herein, where a reciprocal agreement is in force between RadioPro and an overseas collecting society which requires RadioPro to pay that society where all Right Holders on a Track are nationals or residents of the Country in question, irrespective of whether they are members of that society, then RadioPro shall make a lump sum payment to that other society of Right Holders' Equitable Revenue due to such Right Holders for the relevant Period and that society shall distribute it by agreement with RadioPro either in accordance with its own distribution scheme or with the distribution scheme described herein.

7. Undistributed Right Holders Fund

Monies held in the Undistributed Right Holders Fund at the end of the Retention Period shall be paid to all Full Members on Qualifying Tracks pro-rata to the total payment of Right Holders' Equitable Revenue.

8. Retention Period

The Retention Period to be set at Three Years.

9. Unidentifiable Data

Where it arises that monies cannot for whatever reason be assigned to Right Holders, it will be assigned to the Undistributed Right Holders Fund.

10. Interest on Deposit

All interest earned on deposit less D.I.R.T. (Deposit Interest Retention Tax) will be allocated to all Full members on the basis of their pro-rata earnings for that period.

11. Fees

The fee is calculated on the cost recovery principle and is deducted from the domestic earnings details of actual costs are displayed on statements issued directly to all Full Members.

SCHEDULE II

Heading on claim forms to be changed to 'Claimed Contributions'.

Right Holders Share Agreements (RHSA):

Forms are available from RadioPro for either all Right Holders or all the Featured Right Holders on a track to agree how they wish to share the money. Otherwise, the following standard rules will apply.

Definitions of Contributions:

The definitions of F and N remain unchanged but the claims procedure is clarified.

Treatment Rules:

Right Holders who make a claim will be categorised according to the evidence provided.

Those providing evidence that they contributed to a track will be treated as 'N' unless they are able to prove an 'F' contribution as set out below.

Non-Featured Right Holders:

"N" A Non-Featured Right Holder means a Right Holder who has been engaged for one or a number of fixed periods of time, customarily known in the industry as "sessions", specifically to create one or more recorded backing performances which subsequently are included in the sound recording.

Featured Right Holders:

"F" The Featured Right Holder means members of the band/ensemble.

Inaccurate Line-ups:

If a Right Holder believes that the line-up on recording is wrong, the Right Holder should write RadioPro and attach the relevant evidence. This will then be reviewed. Adjustments will be made if the claim is proven and not disputed or it will be referred to the disputes procedure.

| Supporting Evidence | Suitable for 'N' Claims | Suitable for 'F' Claims |
|--|-------------------------|-------------------------|
| Payslips/Invoices | Yes | Yes |
| Certification from a timestamp authority for the creation of the work | Yes | Yes |
| Letter from Record Company confirming contribution category | Yes | Yes |
| Letter from a Contracted Artist or their Management confirming contribution category | Yes | Yes |
| Letter from Producer confirming contribution category | Yes | No |
| Record/Tape/CD Sleeve inlay naming the Right Holder in the main artist section or as a member of the band (which is not a Non-Featured Ensemble) | Yes | Yes |
| Record/Tape/CD Sleeve inlay naming the Right Holder as a contributor | Yes | Yes |
| Published discography/Internet discography | Yes | Yes |
| Reference Books/Trade Press | Yes | Yes |
| Royalty Share Agreement | Yes | Yes |
| Awards | Yes | Yes |

Please note:

Where it is indicated that the supporting evidence specified above may provide proof for more than one category of Right Holder claims, this does not mean or

imply that such evidence will automatically provide proof of the category claimed. Any evidence submitted will be assessed as to what, if any, proof it provides of copyright ownership and the category of contribution in accordance with the definitions more particularly detailed above.

RadioPro Rights Management Limited