

AGREEMENT

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2005, by and between Joint Sports Claimants, Program Suppliers; Broadcaster Claimants Group; the American Society of Composers, Authors and Publishers, Broadcast Music, Inc., and SESAC, Inc. (hereinafter "Music Claimants"); Public Television Claimants; and Devotional Claimants. (hereinafter "Phase I Parties") and the Library of Congress, Copyright Office, Washington, D.C. (hereinafter "Copyright Office").

WHEREAS, under the provisions of 17 U.S.C. 801(b)(3)(a), the Copyright Royalty Board (hereinafter "Board") has discretion to distribute funds not in controversy, and

WHEREAS, representatives of Phase I Parties identified above, have petitioned the Board for a distribution of 50% of the 2001, 2002, and 2003 satellite royalty fees currently on deposit with the U.S. Treasury, invested in interest-bearing funds for later distribution by the Board; and

WHEREAS, the Board has ordered a partial distribution of 50% of the 2001, 2002, and 2003 satellite royalty fees currently being held, PROVIDED THAT each of the Phase I Parties sign an agreement prepared by the Copyright Office stating that any overpayment that results from the distribution of the 2001, 2002, and 2003 satellite royalty fees shall be repaid to the Copyright Office with interest according to the amount that would have accrued if the principal had remained in the fund.

NOW THEREFORE, in consideration of the above, the Phase I Parties agree as follows:

(1) On or after October 6, 2005, the Copyright Office will distribute 50% of the 2001, 2002, and 2003 satellite royalty funds to the Phase I Parties pursuant to the September 13, 2005, Order of the Board, Docket No. 2005-2 CRB SD 2001-2003.

(2) In the event that the cost of any Phase I or Phase II distribution proceeding for the determination of the distribution of the 2001, 2002, and 2003 satellite royalty fees, including any award to a Phase I or Phase II claimant made by competent authority, exceeds the amount of the 2001, 2002, and 2003 satellite royalty fees withheld in accordance with the Board's Order, the Phase I Parties agree to remit, and agree to and will bind, if necessary, any successor(s) in interest or distributee(s) to remit, to the Copyright Office within thirty (30) days of the date upon notification from the Copyright Office that insufficient funds exist to make a determined award to a Phase I or Phase II claimant, the amount to be specified by the Copyright Office, but not to exceed the amount specified in paragraph (1).

(3) The undersigned hereby certifies that he/she is the duly authorized representative or agent for one or more Phase I Parties, and has the express authority to enter this agreement on the party's or parties' behalf. Penalties for fraud and false statements are available under 18 U.S.C. §1001 et.seq.

Handwritten signature: \_\_\_\_\_

Typed or printed name: \_\_\_\_\_

Title: \_\_\_\_\_

Name of "Phase I Parties"  
Group

**Program Suppliers**

Name of firm: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

Handwritten signature: \_\_\_\_\_

Typed or printed name: \_\_\_\_\_

Title: \_\_\_\_\_

Name of "Phase I Parties"  
Group

**Broadcaster Claimants**

Name of firm: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

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\_\_\_\_\_

Typed or printed name

\_\_\_\_\_

Title:

\_\_\_\_\_

Name of "Phase I Parties"  
Group

**Joint Sports Claimants**

Name of firm:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

Date:

\_\_\_\_\_

Handwritten signature:

\_\_\_\_\_

Typed or printed name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Name of "Phase I Parties"  
Group

**Public Television Claimants**

Name of firm:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

Date:

\_\_\_\_\_

Handwritten signature:

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Typed or printed name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Name of "Phase I Parties"  
Group

**Broadcast Music, Inc.**

Name of firm:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

Date:

\_\_\_\_\_

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Typed or printed name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Name of "Phase I Parties"  
Group

**American Society of Composers,  
Authors & Publishers**

Name of firm:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

Date:

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Typed or printed name:

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Title:

\_\_\_\_\_

Name of "Phase I Parties"  
Group

**SESAC, Inc.**

Name of firm:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

Date:

\_\_\_\_\_

Handwritten signature:

\_\_\_\_\_

Typed or printed name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Name of "Phase I Parties"  
Group

**Devotional Claimants**

Name of firm:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

Date:

\_\_\_\_\_

(4) I certify that I am a "Library Officer" who has authority to enter into this Agreement on behalf of the Library of Congress

\_\_\_\_\_  
Date

\_\_\_\_\_  
Library Officer Signature

\_\_\_\_\_  
Library Officer Name

\_\_\_\_\_  
Title

The signed Agreement must be returned to the below address by September 29, 2005.

**Hand deliver to:** Library of Congress  
James Madison Memorial Bldg.  
Copyright Licensing Division  
Room LM-458  
101 Independence Ave., S.E.  
Washington, D.C. 20557-6400