EXHIBIT A

STATEMENT OF EMI MUSIC NORTH AMERICA

Despite federal and state laws prohibiting unacknowledged payment by record labels to radio stations for airing of music, such direct and indirect forms of what has been described generically as "payola" for spins has continued to be an unfortunately prevalent aspect of radio promotion. EMI Music North America acknowledges that, in the past, certain of its employees engaged in some promotional activities that were wrong and inappropriate. EMI regrets this conduct and has implemented changes to assure that such activities will not be repeated. EMI Music North America looks forward to defining a new, higher standard in radio promotion.

EXHIBIT B

BUSINESS REFORMS

I. EMI Music North America ("EMI") has adopted the Guidelines and Rules attached hereto as Exhibit "1" as business reforms in consultation with the Attorney General of the State of New York. These Guidelines and Rules conform to the business reforms set forth below except as specifically noted and, within ninety (90) days of the effective date of this Assurance and Stipulation (hereinafter the "Agreement") or such other time period provided for herein, EMI shall undertake and implement any other requirements set forth in these business reforms.

II. Definitions

A. **EMI**: EMI means any employee, director, officer, principal, division, subsidiary, joint venture or representative of EMI or any other person or entity whose acts, practices or policies with respect to Radio are directed or controlled by EMI.

B. **Radio:** Radio means any entity that broadcasts music or develops music programming for broadcast to consumers in the United States with the exception of Television.

C. **Television**: Television means any entity that broadcasts music to consumers in the United States primarily through an audio-visual format.

D. **Airplay Monitoring Company:** Airplay Monitoring Company means Nielsen Broadcast Data Systems, Mediabase 24/7 or any other nationally recognized company or entity that tracks or monitors Radio airplay in the United States for the purpose of charting or ranking music.

E. Independent Promoter: Independent Promoter means any person or entity, other than an EMI employee, that provides funds, services or items of value to a Radio station and whose compensation is tied in any manner, directly, or indirectly to airplay received by any song or songs.

III. Impermissible Activity

A EMI shall not give, offer, arrange for or provide anything of value to Radio, Radio employee or a Radio contest winner except as set forth in ¶ IV.

B. EMI may engage in the activity set forth in ¶ IV subject to the following restrictions:

1. EMI shall not use any of the activity set forth in ¶IV in an explicit or implicit exchange, agreement or understanding to obtain airplay or increase airplay of EMI recordings.

2. EMI shall not give, offer arrange for or provide cash, gift cards, gift certificates, or any monetary payment to a Radio employee.

3. EMI shall not give, offer, arrange for or provide cash, gift cards, gift certificates, or any monetary payment to a Radio contest winner.

4. EMI shall not give, offer, arrange for or provide cash, gift cards, gift certificates, or any monetary payment to Radio except in compensation for advertising and commercial transactions set forth in ¶ IV.

5. EMI shall not pay Radio for airplay of all or part of a song (such as a spin program, a paid-for spin, or a paid for advertising spin) for the purpose, of generating spin detections.

C. EMI shall prohibit its employees, interns or others working on its behalf from:

1. contacting Radio and representing themselves as members of the public and requesting, or asking listeners to request, airplay of EMI recordings; and

2. manipulating voting features offered by Radio to falsely register public support for an EMI recording or artist.

IV. Permissible Activity

EMI may engage in the following activity with Radio subject to the restrictions set forth in ¶ III and the mandatory disclosure and documentation requirements set forth in ¶ V :

A. **Contests or Giveaways**: EMI may provide or pay for items of value for Radio to give away on the air, at a Radio event, or to charity, but not to Radio employees or their relatives.

B. **Commercial Transactions:** EMI may enter into commercial transactions with Radio pursuant to which it may license, sell or otherwise agree to distribute EMI songs or records.

C. **Advertising**:

1. EMI may purchase advertising with Radio.

2. EMI may also pay for the broadcast of its music on syndicated Radio programs ("Syndicated Radio Advertising").

D. **Artist Appearances and Performances:** EMI may arrange for its artists to appear or perform at events sponsored by Radio. EMI may subsidize reasonable costs related to the appearance or performance of its artists at events sponsored by Radio provided that such expenditures are approved in advance by the Compliance Officer or Local Compliance Officer.

E. **Nominal Consideration:**[1] EMI may provide the following items of value to Radio and Radio employees:

1. CDs: EMI may provide Radio with electronic copies of songs, and up to twenty (20) copies of each CD that it is promoting to Radio for the purpose of familiarizing Radio employees with EMI recordings. EMI may also provide Radio with electronic copies of songs for posting on Radio websites for the purpose of familiarizing visitors to Radio websites with EMI recordings. In the event that additional CDs are needed for legitimate business purposes in excess of the 20 copies permitted herein, then EMI employees may provide such additional CDs upon the prior written approval of the Local Compliance Officer or Compliance Officer.

2. Concert tickets: On an annual basis, each EMI label may provide each Radio station or Radio program with up to twenty (20) tickets to each concert by such label's artists and/or industry event(s) to be used by Radio employees for the purpose of familiarizing Radio employees with live performances by EMI artists. In the event that additional tickets are needed for legitimate business purposes in excess of the 20 tickets per concert or event permitted herein, then EMI employees may provide such additional tickets upon the prior written approval of the Local Compliance Officer or Compliance Officer.

3. Modest personal gifts for life events and holidays: Each EMI label may give Radio employees gifts commemorating life events and holidays provided that the expenditure does not exceed $150 in value per recipient per year. EMI may give Radio employees gifts commemorating life events and holidays that exceed $150 in value per recipient per year provided that the expenditure is approved in advance and in writing by the Local Compliance Officer or Compliance Officer.

[1] Dollar amounts in this section may be adjusted for inflation based on the Consumer Price Index.

4. Meals and entertainment: EMI may pay for meals and entertainment for Radio employees in an amount not to exceed $150 per person provided that the event is attended by a EMI employee and has a legitimate business purpose. EMI may pay for meals and entertainment for Radio employees in an amount that exceeds $150 per person provided that the event is attended by a EMI employee, has a legitimate business purpose and is approved in writing by the Local Compliance Officer or Compliance Officer.

5. Travel and lodging expenses: Each EMI label may provide or pay reasonable travel and lodging expenses for Radio employees to attend live performances or appearances by EMI artists for the purpose of familiarizing Radio employees with live performances or appearances by EMI artists. Each Radio station shall be limited to twenty (20) such trips per EMI label annually, to be allocated among the stations' employees at EMI discretion. For purposes of this provision, reasonable travel and lodging expenses means commercial airfare (coach class), train or car service and lodging to cover a period within 24 hours of the live performance or appearance by a EMI artist. All travel and lodging expenditures must be approved in advance and in writing by the Local Compliance Officer or Compliance Officer.

6. Other promotional items: Each EMI label may provide Radio with promotional items that do not exceed $25 in value. Examples of such items include: T-shirts, key chains, coffee mugs, baseball hats, posters, pens, bumper stickers, and plaques commemorating an artist achieving "gold record" level sales. Such items may be for Radio station employees' personal use.

V. Mandatory Disclosure and Documentation

A. EMI shall disclose and document all activity set forth in ¶ IV as follows:

1. **Contests or Giveaways**: On a quarterly basis, EMI shall obtain a letter signed by the general manager, licensee, owner or other authorized senior executive other than a member of the programming personnel of the Radio station or Radio program that verifies:

   a. That all items of value to be given away or that have been given away were given to people other than the employees of the Radio station or Radio program or their relatives;

   b. That the Radio Station or Radio program has made an announcement that items given away in on air contests or giveways has been or is being paid for by EMI or one of its labels; and

c. Radio has not provided and is not providing or increasing airplay for EMI recordings in connection with EMI's provision of this item.

d. For items that exceed the monetary reporting threshold established by the Internal Revenue Service, EMI shall, in addition to the documentation requirements set forth above, obtain a letter signed by the general manager, licensee, owner or other authorized senior executive other than a member of the programming personnel of the Radio Station or Radio program verifying that a contest winner has been selected and providing the full name, address and social security number of the recipient(s) of the prize. EMI shall obtain this verification letter, complete with all requisite information, before shipping any item to Radio that exceeds the monetary reporting threshold established by the Internal Revenue Service.

2. **Advertising and Syndicated Radio Advertising:**

a. Advertising: EMI shall not advertise on a Radio broadcast unless, for each advertisement which contains music of a EMI artist and is more than 60 seconds long, before the advertisement is broadcast on Radio, EMI notifies the Airplay Monitoring Companies in writing of:

(1) the general time frame and date(s) of the broadcast of the advertisement, to the extent such information is obtainable by EMI;

(2) the length of the broadcast of the advertisement;

(3) the station(s) on which the advertisement is to be broadcast, to the extent such information is obtainable by EMI; and,

(4) the fact that the broadcast is an advertisement and is not intended for detection by the Airplay Monitoring Companies.

b. Syndicated Radio Advertising: In advance of any broadcast of Syndicated Radio Advertising, EMI shall obtain a letter in writing signed by the general manager, licensee, owner or other authorized senior executive other than a member of the programming personnel of the syndicated Radio program that verifies:

(1) an announcement will be made immediately before and after the broadcast of each song paid for by EMI;

(2) the announcement will consist exclusively of the following unaltered statements broadcast in a manner that is audible and understandable to the average listener:

(a) announcement immediately before broadcast: The next song is a commercial advertisement that has been paid for and selected by [insert name of EMI label].

(b) announcement immediately after broadcast: The song you just heard was a commercial advertisement that was paid for and selected by [insert name of EMI label].

(3) Notification to Airplay Monitoring Companies: EMI shall notify the Airplay Monitoring Companies in advance and in writing:

(a) the general time frame and date(s) of the broadcast of the Syndicated Radio Advertising;

(b) the length of the song contained in the Syndicated Radio Advertising;

(c) the station(s) on which is Syndicated Radio Advertising is to be broadcast; and

(d) the fact that the broadcast is Syndicated Radio Advertising not intended for detection by the Airplay Monitoring Companies.

3. Artist Appearances and Performances: Before confirming an appearance or performance by a EMI artist at an event sponsored by Radio, EMI shall obtain a letter signed by the general manager, licensee, owner or other authorized senior executive other than a member of the programming personnel of the Radio station or Radio program verifying that the artist's appearance or performance at Radio's event is not being provided in an explicit or implicit exchange, agreement or understanding to obtain airplay or increase airplay of EMI recordings.

B Databases: EMI's attached Guidelines and Rules do not provide for the establishment and maintanence of the database provided for below. Accordingly, within 240 days of the effective date of this Agreement, EMI shall establish and maintain a database or databases of all expenditures made by EMI in connection

with Radio. EMI shall maintain all documentation of expenditures required by this Agreement in the database(s) or in hardcopy for a period of not less than five (5) years. The database or databases shall:

1. track and generate reports by Radio Station or Radio program; and

2. be readily searchable by the categories of expense set forth in ¶ IV

VI. Independent Promoters

A. EMI may hire independent promoters to assist EMI in promoting its music to Radio, however, solely for the purposes of this Agreement, all independent promoters hired by EMI shall be deemed to be representatives of EMI with respect to activities they undertake on behalf of EMI and therefore subject to the terms of this Agreement and the Standards of Conduct established by EMI pursuant to ¶ VIII.

B. The following additional restrictions shall govern EMI's relationship with any independent promoter hired by EMI to promote music to Radio:

1. EMI shall not provide any item of value to an independent promoter to be distributed to Radio, a Radio employee or a Radio contest winner.

2. EMI shall not reimburse an independent promoter for any expense or purchase made for Radio, a Radio employee or a Radio contest winner.

3. EMI shall require any independent promoter it hires to certify in writing, on an annual basis that the independent promoter agrees to be bound, in the same manner as a EMI employee, by the terms of this Agreement and the Standards of Conduct established by EMI pursuant to ¶ VIII.

C. EMI shall make reasonable inquiries into the promotion activities of any Independent Promoter EMI hires to ensure that the Independent Promoter is operating in compliance with this Agreement and the Standards of Conduct established by EMI pursuant to ¶ VIII.

D. The failure of EMI to make reasonable inquiries into the promotion activities of the Independent Promoter with respect to Radio will not shield EMI from liability for breach of this paragraph of the Agreement. If such reasonable inquiries are made by EMI and EMI is otherwise in compliance with the Agreement and Standards of Conduct established pursuant to ¶ VIII, it shall not be liable for a breach of this Agreement.

E. If EMI learns or determines that an Independent Promoter hired by EMI has

violated any of the terms of this Agreement or the Standards of Conduct established by EMI pursuant to ¶ VIII, EMI shall notify the Local Compliance Officer and the Compliance Officer and terminate the Independent Promoter immediately.

VII. Television

A. EMI shall not offer anything of value to Television or a Television employee in an explicit or implicit exchange, agreement or understanding to obtain broadcast or increase broadcast of EMI recordings.

B. EMI may enter into commercial transactions with Television pursuant to which it may license, sell, or otherwise agree to distribute EMI recordings or records. Such transaction shall not be used as leverage to increase the broadcast of EMI songs or records that are not the subject of the transactions themselves.

C. EMI shall prohibit its employees, interns or others working on its behalf frown:

1. contacting Television and representing themselves as members of the public and requesting, or asking listeners to request, the broadcast of EMI recordings; and

2. manipulating voting features offered by Television to falsely register public support for a EMI recording or artist.

VIII. Standards of Conduct and Training

EMI has, in consultation with the Attorney General, developed the company-wide written standards of conduct regarding its activities with Radio contained in the attached Guidelines and Rules which, except as specifically noted herein, are consistent with the terms of this Agreement. In addition to the Guidelines and Rules, EMI shall adopt procedures requiring inter alia, appropriate training of employees in business ethics, professional obligations, the federal payola and sponsorship identification laws, state commercial bribery laws, state and federal laws prohibiting the falsification of business records, state deceptive practices laws, and EMI's compliance obligations pursuant to the terms of this Agreement. EMI shall not amend or modify its Guidelines and Rules in any way that is contrary to or inconsistent with this Assurance absent an agreement authorizing such amendment or modification by the Attorney General.

IX. Monitoring Compliance and Reporting

A. Compliance Officer: In accordance with its Guidelines and Rules, EMI has designated Local Compliance Officers at each of its labels and, within 90 days hereof, shall also designate a Compliance Officer, subject to the approval of the Attorney General whose approval will not be unreasonably withheld, who

shall be responsible for ensuring EMI's compliance with this Agreement and the Guidelines and Rules and to address all compliance issues raised by the Local Compliance Officers. The Compliance Officer's responsibilities shall also include:

1. Establishing, implementing and, in collaboration with the Local Compliance Officers, supervising a training program as set forth in ¶ VIII for all employees of EMI's promotion departments and all employees with supervisory authority over promotion departments and all employees with supervisory authority over promotion activity or expenditures.

2. Establishing a hotline for employees and the Local Compliance Officer to call the Compliance Officer to obtain advice on compliance with the Guidelines and Rules and report violations of the Guidelines and Rules.

3. Developing and implementing procedures designed to ensure EMI's compliance with the Guidelines and Rules.

4. Monitoring, on an ongoing basis, EMI's compliance with the Guidelines and Rules, requirements hereof and all procedures and systems designed to ensure EMI's compliance with this Agreement.

5. Reporting, on a quarterly basis, to the General Counsel of EMI's parent company regarding the status of EMI's compliance with the Guidelines and Rules.

B. Annual Reports to the Board of directors and the Attorney General: The Compliance Officer shall submit annual reports to the General Counsel of EMI's Parent Company's Board of Directors and the Attorney General concerning EMI's compliance with this Agreement and with the Guidelines and Rules for a period of five (5) years from the effective date of this Agreement.

C. Implementation Report: EMI shall provide a written report, within 120 days of the effective date of this Agreement, to the Attorney General that details EMI's implementation of the terms of this Agreement.

EXHIBIT C

I. Direct Dealings with Radio Stations

A. Legal Requirements

As every one of you is or should be aware, Federal law (the Federal Communications Act) prohibits record companies from giving anything of value to any radio station employee for airplay unless (1) the licensee (station owner) is advised of the payment and (2) the payment is disclosed on the radio broadcast. Where there is any payment of anything of value to a station for airplay (as opposed to a station employee), it is the station's legal obligation to disclose the connection between the airplay and the promotional consideration given. The consideration to a radio station or its employee need not be money. It can be any kind of gift, services or other accommodation that is provided in the nature of a quid pro quo for the airplay of a recording. These laws are known generally as the Payola Laws.

Beyond Federal law, many states prohibit what may be considered as commercial bribery. These state laws also prohibit extortion. Bribery, in general terms, is the secret payment of money or other forms of consideration to an employee or employees to secure their assistance in obtaining something from their employer (in the case of radio, it would be airplay). Extortion would be a demand being made of you to supply some form of consideration in order to obtain something favorable or avoid something unfavorable (in the case of radio, to obtain airplay or to avoid being foreclosed from airplay). **IF ANYONE SHOULD APPROACH YOU WITH ANY DEMAND FOR THE PAYMENT OF ANY FORM OF CONSIDERATION IN RETURN FOR AIRPLAY OR TO AVOID BEING FORECLOSED FROM AIRPLAY, WHETHER THE DEMAND IS EXPLICIT OR IMPLIED, IT MUST BE IMMEDIATELY REPORTED TO YOUR SUPERIOR AND TO EITHER YOUR LOCAL COMPLIANCE OFFICER OR ALASDAIR MCMULLAN. YOU MAY NOT AGREE TO PROVIDE ANY SUCH CONSIDERATION. THIS DIRECTIVE ALSO APPLIES TO ANY DEMAND MADE OF YOU BY AN INDEPENDENT PROMOTER.**

B. Proper Promotional Activity

While these Guidelines and Rules do not provide absolute guidelines that will cover all possible situations, in general terms, certain "artist driven" promotional activity is appropriate. Such "artist driven" promotional activity refers to promotions that are directed to activities logically related to the specific artist whose record or records you are promoting. It is appropriate to provide assurances to radio stations that EMI Music and/or your label intends to support the airplay of an artist with these artist driven promotional activities. It is appropriate to respond to inquiries made by a radio station regarding the intentions of EMI Music and/or your label respecting promotional activities for an artist or record. Examples of such artist-specific promotional activity include, but are not limited to, the following:

1. Fly-away contests for station listeners to see a concert performed by the artist.[1]

[1] Contests are governed by a nexus of state regulation and are governed by a separate set of EMI guidelines. Please consult Business Affairs with questions and issues related to contests.

2. Give-away contests for station listeners linked to the artist (give-aways may include artist CDs, tee-shirts linking station and artist and the like).[2]

3. Artist in-station interviews, call-ins, liners or concerts sponsored by a station. EMI may subsidize reasonable costs related to the appearance or performance at radio-sponsored events if approved in advance by the Local Compliance Officer.

4. Purchasing advertising time, including syndicated radio advertising.

5. Commercial transactions with radio or television stations pursuant to which EMI may license, sell or otherwise agree to distribute EMI songs or records.

The above list is not exhaustive and is merely illustrative of the types of artist or record driven promotions that are generally permissible.

However, even the foregoing types of promotional activity are inappropriate if offered to or demanded by a radio station in consideration of airplay. There can be no quid pro quo offered or agreed to be provided in return for airplay.

We recognize that the line between providing assurances to a radio station regarding artist or record promotion and providing a specific promotion in consideration of airplay is not always going to be easy to determine. Again, if you have any question whether a particular situation involving a radio station, radio station employee or independent promoter is or is not appropriate, you should consult with your superior, who will be responsible (in conjunction with the relevant Local Compliance Officer) for making a determination as to whether the incident at issue complies with this policy in accordance with the procedures outlined above. In the event that the Local Compliance Officer has any doubts or question about whether any activity or contemplated activity is in compliance with this policy, they shall be required to advise the Compliance Officer at EMI Music North America, who is currently Alasdair McMullan, Esq. (212-786-8120) whose determination shall be final.

With respect to all give-aways and fly-aways and any other listener contest in which EMI provides or pays for an item of value for a radio station to give away on the air, you must obtain, on a quarterly basis, written confirmation executed by the general manager, licensee, owner or other authorized senior executive of the radio station other than a member of the programming personnel of the Radio station, that (i) no station employee or their relatives have received, will receive or will be the recipient of any such give-away, fly-away or contest reward; (ii) the station will announce or has announced on air that any prizes are being provided by the EMI label in question; and (iii) the radio station has not provided and is not providing or increasing airplay for EMI in connection with the provision of this item. Moreover, with respect to any such give-away or fly-aways involving on an individual basis a value of more than $100 or on a collective basis

[2] Obviously, you need to check with Business Affairs as to your rights to use artist names and likeness in specific circumstances.

more than $1000, the station shall supply individual written confirmation reflecting the name, address and social security number of the winner and all recipients of the prize from the station[3] Such documentation must be obtained by the most senior employee initiating or approving the relevant contest and must be maintained in an easily accessible fashion. In addition, please remember that contests involving cash, gift cards, phone cards or gift certificates are prohibited. For all prizes provided, in addition to any documentation you are required to generate and maintain by this policy, your label's Finance Department is responsible for ensuring that proper documentation for tax purposes is generated and maintained. Any questions regarding tax issues should be directed to the EMI Music North America Central Finance Department.

C. Impermissible Activity

The following activities, in general, are impermissible and are strictly prohibited:

1. As noted above, payments of anything of value to a radio station, television station or any of its employees in an explicit or implicit agreement that it is being provided in exchange for airplay or increased airplay or broadcast of EMI recordings.

2. Giving, offering, arranging for or providing cash, gift cards, gift certificates or any monetary payments to a radio station employee.

3. Giving, offering, arranging for or providing cash, gift cards, gift certificates or any monetary payments to a radio contest winner.

4. Giving, offering, arranging for or providing cash, gift cards, gift certificates or any monetary payments to radio except in compensation for advertising and commercial transactions set forth in I.B. above.

5. Other than as provided for in Section I.E (Nominal Consideration), giving of personal gifts to any radio station employee or their relatives in exchange for (or as a reward for) airplay. The following list is simply illustrative and should not be viewed as limiting the type or nature of prohibited personal gifts:

    a. I-pods;

    b. Any type of electronic equipment such as DVD players, cameras, televisions, computers, or any other product;

    c. Gift cards, cash, or gift certificates;

    d. Free trips, hotel accommodations or airline tickets;

    e. Free concert tickets having a value in excess of the limitations set

[3] Accordingly, as a best practice, all contest rules related to any contest which an EMI label sponsors or for which an EMI label provides a prize, must state that providing such information is a predicate to eligibility to receiving that prize.

forth below under Section I.E.2 hereof.

f.. Use of vacation homes.

6. Quid Pro Quo Exchange of artist services (meaning artist services being exchanged for airplay).

7. The promotion of one artist or record through the offering of another artist's services or a promotion linked to another artist. An example of the foregoing would be offering or agreeing to a request for concert tickets relating to an artist other than the artist whose record is being promoted.

8. Effective immediately, no EMI Music employee may, directly or indirectly, (a) contact any radio or television station — via telephone, email or otherwise — and represent themselves as a member of the public requesting radio or broadcast television airplay of any EMI recordings, (b) manipulate voting features offered by a radio or a broadcast television station to falsely register public support for an EMI Music song or artist or (c) engage or hire any person, company or entity (including but not limited to any "street teams") to do either (a) or (b) above.

As noted above, while artist or record driven promotion is, in general, appropriate, even such promotional activities as artist appearances on a radio program, station sponsored concerts, in-studio interviews, or other similar type artist services or events may not be offered or provided for an agreement to obtain airplay. It is, however, permissible to provide a higher level of artist or record driven promotional support to those stations that have historically supported a particular artist or which have historically been supportive of EMI Music artists.

D. Documentation Required

As indicated above, with respect to permissible promotional activities such as fly-aways, give-aways and other radio station listener contests, payments for such activities and the winners thereof must be properly documented in the manner set forth above.

In addition, with respect to any provision to or request by any radio station for promotional support for such station of any kind or nature, on a quarterly basis, such expenditures must be supported by a letter on station letterhead confirming that the station has requested the promotional support provided with such letter being executed by the general manager, licensee, owner or other authorized senior executive of the radio station other than a member of the programming personnel of the radio station The quarterly letters from the station must explicitly confirm that the promotional support was not provided in exchange for airplay or increased airplay. . In addition, each request by a station for promotional support must be approved in writing by the head of promotion of the relevant label. No expenditures are

authorized, and no such expenditures will be or may be reimbursed unless these requirements are strictly adhered to from inception..

Where the promotional support involves purchase of items to be distributed by the station that are not artist or record related such asstation tee-shirts, bumper stickers, mugs etc., the payment must be directly made by EMI Music to the supplier/vendor and not reimbursed by EMI Music to the station.

E. Nominal Consideration

1. Gifts

As set forth in the written policy of EMI Music, occasional gifts limited to personal life events such as birthdays or anniversaries or holiday gifts for Christmas of nominal (up to $150 per recipient per year) may be provided to radio station employees on the same basis as long as these gifts are based on general business relationships and are not provided in exchange for airplay. Gifts commemorating life events and holidays may exceed $150 in value per recipient per year if approved in advance and in writing by the Local Complaince Officer or Compliance Officer.

2. Tickets to Concerts and Industry Events

On an annual basis, each EMI label may provide each Radio station or Radio Program with up to 20 tickets to each concert by artists on such label and/or industry event(s) to be used by Radio employees for the purpose of familiarizing Radio employees with live performances by EMI artists. Each label's promotion department must maintain an accurate schedule of all tickets provided by the label on a station by station and concert by concert basis. In the event that additional tickets are needed for legitimate business purposes in excess of the 20 tickets per concert or event provided for herein, then any request therefore must be approved of in writing by the Local Compliance Officer or the Compliance Officer.

3. Travel & Entertainment

In addition, you may entertain radio station employees at lunch or dinner or at an entertainment in a manner that strictly complies with applicable T&E guidelines. An EMI employee must be present at such meal or entertainment and it must have a legitimate business purpose. Such meal or entertainment cannot exceed $150 per person, or such lower amount provided for in the applicable T&E guidelines unless a greater amount is approved in writing by the Local Compliance Officer or by the Compliance Officer.

It is permissible to provide or pay reasonable travel and lodging expenses for radio employees to attend live performances or appearances of EMI artists for the purpose of familiarizing radio employees with live performances or appearances by EMI artists. Each radio station shall be limited to 20 such trips per label per year, to be allocated among the stations' employees at EMI's discretion. The radio station management must be informed in writing of such travel and lodging plans and such expenditures must be approved in advance in writing by the Local Compliance Officer or Compliance Officer. The travel shall be limited to coach

airfare, train or car service and the hotel stay shall be limited in duration to the 24 hour period surrounding such artist performance by an EMI artist.

In accordance with EMI Music policy and practice, in every instance in which T&E expenses are incurred, proper and complete documentation as to business purpose must be generated and maintained.

As with other promotional activity, we recognize that it may not always be easy to draw a line between appropriate and ordinary T&E expenditures incurred in furtherance of relationship driven activities and those expenditures which may be called into question. If you have any question about whether a particular expense or activity is or is not appropriate, they should be first directed to your supervisor who should discuss with your Local Compliance Officer who shall, in the event of any question, be required to seek the written approval of the Compliance Officer.

4. Promotional CDs

Consistent with proper promotional needs, you may provide a radio station with electronic copies of recordings and up to 20 copies of each CD you are promoting per station for the purpose of familiarizing Radio employees with EMI recordings. You may also provide Radio stations with electronic copies of EMI recordings for posting on Radio websites for the purpose of familiarizing visitors to the Radio websites with EMI recordings. In the event that additional CDs are needed for legitimate business reasons in excess of the 20 copies permitted herein, the you may provide such additional copies only with the prior written approval of the Local Compliance Officer or Compliance Officer.

5. Other Promotional Items:

Each EMI label may provide radio stations with promotional items that do not exceed $25 in value. Examples of such items include T-shirts, key chains, coffee mugs, baseball hats, posters, pens, bumper stickers and plaques commemorating an artist achieving "gold record" level sales. Such items may be for a radio station employee's personal use.

II. Dealings With Independent Promoters

You may not engage the services of an independent promoter unless and until the promoter has executed a copy of the letter attached as Exhibit B hereto. Copies of these letters should be sent to Bev McCord, Sr. Legal Administrator, c/o Capitol Records, 1750 North Vine St., Hollywood, CA 90028, for indexing and vaulting with a cc: to Alasdair McMullan, the Compliance Officer. Attached as Exhibit C hereto is a list of independent promoters who have signed Exhibit B as to either the February 3, 2005 or August 11, 2005 version of this policy. These independent promoters should be sent a copy of the current version of the policy (i.e., this policy dated as of May , 2006 with a letter informing the promoter to contact the Compliance Officer if the promoter does not assent to the terms of this revised policy. All independent promoters will be required to sign such letters on an annual basis. Local Compliance Officers should co-ordinate so that each independent promoter only receives one copy of the new policy.

Any refusals to assent by a promoter should be reported to Alasdair McMullan, the Compliance Officer, immediately. A copy of all letters sent should be maintained locally.

A. General Guidelines

While the FCC has been requested to provide further guidance regarding the activities of per station independent promoters, this guidance has not as yet been forthcoming. However, EMI Music will not permit any evasion of Federal law or state law by use of independent promoters. In general, any activity that would be impermissible if done directly (as set forth above) will be equally impermissible if done with or through an independent promoter. Similarly, any permissible activity will not be rendered impermissible if done through an independent promoter. Independent promoters may not be used to evade or exceed any of the foregoing limitations on promotional activity.

Any EMI employee who utilizes the services of an independent promoter will be held personally responsible for that promoter's activity and is responsible for knowing (by making reasonable inquiries) what activity the independent promoter is undertaking when he or she is working to promote an EMI recording.

If any EMI employee learns or determines that an independent promoter has violated this policy, such employee must immediately notify the head of promotion for their label, their Local Compliance Officer and the Compliance Officer who shall terminate the independent promoter immediately.

Specifically, independent promoters may not be paid anything of value if it is known or reasonably believed that such payment will be paid, in whole or in part, to a radio station or a radio station employee. Where an independent promoter has or claims to have an exclusive relationship with a radio station requiring that all promotional efforts be routed through such promoter you may only use such promoter if you obtain written confirmation of such relationship from the radio station and executed by the general manager, licensee, owner or other authorized senior executive of the radio station other than a member of the programming personnel of the Radio station. Further, in every instance, the independent promoter must provide EMI Music with written confirmation that no part of any fee paid to the independent promoter is or will be paid to a radio station or radio station employee. Failure to obtain such written confirmation in any instance will be viewed as a violation of this policy by any person who has commissioned the work of the independent promoter.

As a matter of policy, because EMI Music intends to pay all third party invoices directly to the supplier or vendor, EMI Music will not accept any requests for bill-backs from independent promoters. EMI shall not provide any reimbursement to any independent promoter for any expense or purchase made by them for any radio station.

Clear Channel, Infinity, Cox and Entercom have announced a policy of not using per station or exclusive independent promoters. Accordingly, you may not pay or agree to pay or compensate any per station independent promoter with respect to stations owned or controlled by such entities, or any other stations that announce or communicate a similar policy.

B. Payment of Nominal Consideration to Independent Promoters

The same limitations provided for with respect to the provision of nominal consideration to Radio set forth in I.E. above shall apply with respect to independent promoters provided however, no such nominal consideration may be provided where you are aware that it is intended or may be used to avoid the limitations of I.E. above. Thus, consistent with existing EMI Music policy and as elaborated upon above with respect to radio station personnel, items of nominal value may be supplied to independent promoters. As set forth in the written policy of EMI Music, occasional gifts (birthday, Christmas) of nominal (less than $150) may be provided to independent promoters provided that such gifts are based on general business relationships and are not provided in exchange for airplay and appropriate assurance is obtained that such consideration is not going to be provided in turn to radio station employees. Tickets to concerts and industry events may also be provided to independent promoters on the same basis, including the receipt of appropriate assurances that such tickets are not being provided to any radio station employees and assurances that such tickets are not being provided to evade or exceed the limitations set forth above. Any request for additional concert tickets beyond the foregoing limits must be approved of in writing by the Local Compliance Officer or Compliance Officer who must document an acceptable reason for doing so. In addition, you may entertain independent promoters at lunch or dinner, consistent with our applicable T & E guidelines. Consistent with proper promotional needs, you may provide independent promoters with a reasonable and limited number of promotional CDs. Promotional copies of CDs may only be provided by an independent promoter to a station to which promotional copies of the same CDs have already been provided where the total number of such promotional CDs will not exceed 20, absent the specific written approval of the Local Compliance Officer or Compliance Officer, who must document a sound reason for doing so that is otherwise in accordance with this policy.

In accordance with EMI Music policy and practice, in every instance in which T&E expenses are incurred, proper and complete documentation as to business purpose must be generated and maintained.

As with other promotional activity, we recognize that it may not always be easy to draw a line between appropriate and ordinary T&E expenditures incurred in furtherance of relationship driven activities and those expenditures which may be called into question. If you have any question about whether a particular expense or activity is or is not appropriate, they should be first directed to your Local Compliance Officer and, in the event of any uncertainty, to the Compliance Officer whose determination shall be final.

C. Documentation Required

In all situations where the independent promoter is soliciting promotional support on behalf of a radio station, the same quarterly documentation as when we deal directly with a radio station is required. All expenditures for promotional support must be supported by a letter on station letterhead, executed by the general manager, licensee, owner or other authorized senior executive of the radio station other than a member of the programming personnel of the Radio station, provided on a quarterly basis confirming that the station has requested the promotional support. The quarterly letter must also confirm that the promotional support requested is not in exchange for an add or airplay. Where the promotional support involves purchase of non-artist or record related items such as tee shirts, bumper stickers, mugs, etc. the payment must be made directly by EMI Music or the relevant EMI Music label to the supplier/vendor and not

reimbursed to the independent promoter or radio station.

III. Advertising, Syndicated Radio Advertising and Spin Programs

Effective immediately, EMI Music shall not, directly or indirectly, pay any radio stations for airplay or broadcast of all or part of any song (a so called "spin program," "paid for spin," or a "paid for advertising spin") for the purpose of generating spin detections. If any advertisement placed on a radio station includes any EMI Music recording and is longer than 60 seconds, EMI Music (meaning the EMI Music promotion employee placing such advertisement) must provide in advance, in writing, to all companies that monitor or track radio airplay for the purposes of charting or tracking music (including but not limited to Nielsen and Mediabase) sufficient information to ensure that such entities do not detect such a broadcast for purposes of chartings and ranking. Such information shall specifically include: (i) the general time frame and date(s) of the broadcast of the advertising, to the extent such information is obtainable; (ii) the length of the broadcast of the advertisement; (iii) the station(s) on which the advertisement is to be broadcast, to the extent that such information is obtainable; and (iv) the fact that the broadcast is an advertisement and is not intended for detection by any airplay monitoring company.

In addition, in connection with any syndicated radio advertising, prior to any broadcast of such advertising, EMI Music (meaning the EMI Music promotion employee placing such advertising) shall be required to obtain a letter executed by the general manager, licensee, owner or other authorized senior executive of the radio station other than a member of the programming personnel of the Radio station, verifying that an announcement will be made immediately before and after the broadcast of each song paid for by EMI Music that is clearly audible that the record played is or has been a commercial advertisement paid for and selected by the relevant EMI Music label.

In addition to the requirement that such letter be obtained, to assure that such advertisement is not detected by any airplay monitoring company, EMI Music (meaning the EMI Music promotion employee placing such advertisement) must provide in advance, in writing, to all companies that monitor or track radio airplay for the purposes of charting or tracking music (including but not limited to Nielsen and Mediabase) sufficient information to ensure that such entities do not detect such a broadcast for purposes of chartings and ranking. Such information shall specifically include: (i) the general time frame and date(s) of the broadcast of the advertising, to the extent such information is obtainable; (ii) the length of the broadcast of the advertisement; (iii) the station(s) on which the advertisement is to be broadcast, to the extent that such information is obtainable; and (iv) the fact that the broadcast is an advertisement and is not intended for detection by any airplay monitoring company.

Employees placing such advertising, their supervisors and the head of promotion for the relevant label will be held strictly accountable for compliance with these requirements. Copies of all of the relevant documents set forth in this section shall be maintained by the head of promotion for each EMI label and a copy should be immediately transmitted to your Local Compliance Officer, who is responsible for maintaining it.

IV. Purchase of Advertising: Related Matters

For avoidance of doubt, this policy does not prohibit your entering into commercial transactions with radio stations or their parent companies pursuant to which such entities may license, sell or otherwise agree to distribute EMI songs or recordings. In addition, the policy does not prohibit the purchase of advertising time other than in violation of Section III hereof.

V. Documentation

All documentation required to be maintained under this policy must be fully accessible to the Local Compliance Officer of the relevant label and available to the Compliance Officer immediately on demand. Local Compliance Officers will ensure that the labels under their jurisdiction maintain a database of all expenditures in connection with radio promotion that is able to track and generate reports of expenditures and activity by radio stations and be searchable by category of expense.

Such Local Compliance Officers will be required to aggregate certain information on a periodic basis and provide reports to Alasdair McMullan, the Compliance Officer in such form as he requests.

EMI MUSIC NORTH AMERICA
RADIO PROMOTION POLICY
EMPLOYEE COMPLIANCE CONFIRMATION

NAME:

Last, First, Middle: _____

EMPLOYMENT DETAILS:

Job Title: _____

Company: _____

Supervisor Name: _____

Supervisor's Job Title: _____

I hereby confirm that I have received, read and understand and accept my responsibilities under the **EMI Music North America Radio Promotion Policy.** I AGREE AS A CONDITION OF MY EMPLOYMENT TO ABIDE BY THIS POLICY IN ALL RESPECTS.

Signature: _____

Date: _____

EXHIBIT A

LOCAL COMPLIANCE OFFICERS

John Ray	Capitol
Phil Wild	Virgin
Greg Jansen	Narada
Joe Brazil	EMI Christian, Capitol Nashville
David Tockman	Jazz and Classics, Astralwerks, Caroline

EXHIBIT B

EMI MUSIC NORTH AMERICA GUIDELINES AND RULES FOR INDEPENDENT PROMOTERS

EMI Music North America ("EMI Music") has a long-standing written policy forbidding the payment of any form of consideration to any radio station or radio station employee to secure airplay for any of our records. This policy is applicable not only to all EMI Music's employees but it is also applicable to all of the Independent Promoters with whom we do business.

As every one of you is or should be aware, Federal law (the Federal Communications Act) prohibits record companies from giving anything of value to any radio station employee for airplay unless (1) the licensee (station owner) is advised of the payment and (2) the payment is disclosed on the radio broadcast. Where there is any payment of anything of value to a station for airplay (as opposed to a station employee), it is the station's legal obligation to disclose the connection between the airplay and the promotional consideration given. The consideration to a radio station or radio station employee need not be money. It can be any kind of gift, services or other accommodation that is provided in the nature of a quid pro quo for the airplay of a recording. These laws are known generally as the Payola Laws.

As a matter of policy, Independent Promoters retained by or working for EMI Music or any of its labels (such as Capitol Records or Virgin Records America, etc.) may not do any of the following:

1. Payments of cash or anything of value to a radio station or any of its employees in direct exchange for airplay.

2. Giving of personal gifts to any radio station employee in exchange for (or as a reward for) airplay. The following list is simply illustrative and should not be viewed as limiting the type or nature of prohibited personal gifts:

   a. I-pods;

   b. Any type of electronic equipment such as DVD players, cameras or any other product;

   c. Gift cards or certificates;

   d. Free trips, hotel accommodations or airline tickets;[6]

   e. Free concert tickets having a value in excess of nominal value ($50) unless specifically approved in writing by the head of

[6] There is a limited exception where it is permissible to provide airline tickets, hotel accommodations or otherwise pay for a trip for a radio station employee. The limited exception is when necessary to enable a radio station employee to attend an artist showcase but it may not be provided in consideration of the airplay of any artist. In such circumstances, the radio station management must be informed.

promotion at the relevant label ;

f. The ability to attend a concert or party that the person otherwise would not be able to attend, even if paid for by that person;[7] and

g. Use of vacation homes.

3. Quid Pro Quo Exchange of artist services (meaning artist services being exchanged for airplay).

4. The promotion of one artist or record through the offering of another artist's services or a promotion linked to another artist. An example of the foregoing would be offering or agreeing to a request for concert tickets relating to an artist other than the artist whose record is being promoted.

With respect to any request by any radio station for promotional support for such station (which may include expenditures that are not artist specific or related directly to a specific record), all such expenditures must be supported by a quarterly letter on station letterhead requesting the promotional support which letter must be executed by the general manager, licensee, owner or other authorized senior executive of the readio station other than a member of the programming personnel of the radio station. No Independent Promoter may agree to any such request on behalf of EMI Music unless such request has been approved by the head of promotion of the relevant label. The quarterly letter from the station must explicitly confirm that the promotional support is not in exchange for an add or increased airplay.

Where the promotional support involves purchase of items to be distributed by the station that are not artist or record related such as station tee-shirts, bumper stickers, mugs etc., the payment must be directly made by EMI Music to the supplier/vendor and not reimbursed by EMI Music to the station.

In all instances where an Independent Promoter claims to have an exclusive relationship with a radio station requiring that all promotional efforts be routed through such promoter, EMI Music requires written confirmation of such relationship from the radio station. Furthermore, EMI Music requires that the Independent Promoter provide written confirmation that no part of any fee paid to the Independent Promoter is or shall be paid to a radio station in consideration of any airplay.

As a matter of policy, because EMI Music intends to pay all third party invoices directly to the supplier or vendor, EMI Music will not accept any requests for bill-backs without the specific advance authorization in writing by the head of promotion of the relevant label. Such requests for "bill-backs" must be fully documented from the station, including a letter confirming that the request is not tied in any manner to any airplay and the relevant underlying invoice for the claimed expense together with proof of payment thereof.

[7] The same exception (footnote 6) applies as above.

I. Spin Programs

Effective immediately, EMI Music shall not, directly or indirectly, pay any radio stations for airplay or broadcast of all or part of any song (a so called "spin program," "paid for spin," or a "paid for advertising spin") for the purpose of generating spin detections. If any advertisement placed on a radio station includes an EMI Music recording and is longer than 60 seconds, EMI Music must provide in advance, in writing, to all companies that monitor or track radio airplay for the purposes of charting or tracking music (including but not limited to Nielsen and Mediabase) sufficient information to ensure that such entities do not detect such a broadcast for purposes of chartings and ranking. Such information shall specifically include: (i) the general time frame and date(s) of the broadcast of the advertising, to the extent such information is obtainable; (ii) the length of the broadcast of the advertisement; (iii) the station(s) on which the advertisement is to be broadcast, to the extent that such information is obtainable; and (iv) the fact that the broadcast is an advertisement and is not intended for detection by any airplay monitoring company.

In addition, in connection with any syndicated radio advertising, prior to any broadcast of such advertising, EMI Music shall be required to obtain a letter signed by the general manager, owner or senior executive (and no programming personnel shall be included within such categories) verifying that: (i) an announcement will be made immediately before and after the broadcast of each song paid for by EMI Music that is clearly audible that the record played is or has been a commercial advertisement paid for and selected by the relevant EMI Music label.

In addition to the requirement that such letter be obtained, to assure that such advertisement is not detected by any airplay monitoring company, EMI Music must provide in advance, in writing, to all companies that monitor or track radio airplay for the purposes of charting or tracking music (including but not limited to Nielsen and Mediabase) sufficient information to ensure that such entities do not detect such a broadcast for purposes of chartings and ranking. Such information shall specifically include: (i) the general time frame and date(s) of the broadcast of the advertising, to the extent such information is obtainable; (ii) the length of the broadcast of the advertisement; (iii) the station(s) on which the advertisement is to be broadcast, to the extent that such information is obtainable; and (iv) the fact that the broadcast is an advertisement and is not intended for detection by any airplay monitoring company.

Copies of all of the relevant documents set forth above shall be forwarded to the head of promotion for the relevant EMI Music label.

II. Call Ins

Effective immediately, no EMI Music employee or independent contractor may, directly or indirectly, (a) contact any radio or television station -- via telephone, email or otherwise-- and represent themselves as a member of the public requesting airplay of EMI music, (b) manipulate voting features offered by a radio or television station to falsely register public support for an EMI Music song or artist or (c) engage or hire any person, company or entity to do either (a) or (b) above.

EMI Music requires that all of the Independent Promoters retained by or working for EMI Music abide by all of the foregoing requirements. Further, all Independent Promoters must, as a condition to any entitlement to be retained or to work for EMI Music and to receive any compensation from EMI Music, sign a copy of these Guidelines in the space provided below confirming their acceptance of the foregoing conditions and agreeing to govern their conduct on behalf of EMI Music in accordance with these requirements.

_____
INDEPENDENT PROMOTER
Name:

_____
(SIGNATURE OF AUTHORIZED SIGNATORY)

Name(Print): _____
Title: _____
Date: _____

EMAILS

From:
Sent: Tuesday, September 24, 2002 11:32 AM
To:
Cc:
Subject: WOTT

Keegan may add Exies on 10/1...needs to confer with the indie though. He loves the song! He wants 10/16 or 10/18 Toronto Stones tickets for himself and he is willing to offer what it takes for us to get them. Steve, do you think this is worth pursuing? I am sure we could get the Exies add with good spins. Could also work in heavy Stones and 30STM spins. Small market though, I know Thoughts?

From: @aol.com
Sent: Saturday, May 18, 2002 10:02 AM
To: @Virgin-Records.com
Subject: wmmm

ok, this is what we'll need to get this done:

a flyaway (will probaby be a driveaway) to Chicago is ok even though it's so close, but only if the tix are for the cool small Aragon Theater show.

so teuber would need a pair of tix for his winner, hotel for 2 nights and probably no flights.

additionally, tom would like a pair of those tix for himself. (he says: And will there be any tickets for the hard-working PD who makes it all happen.....the one who has seen the Stones on EVERY tour since 1969?))

if we can hook all this up - we can get bryan this week and our lenny bump. i tried to buzz you at the end of the day friday, but missed youll let me know as soon as you can. thanks babe.

Michele Clark
Michele Clark Promotion

Michele Clark Promotion with intro <http://www.micheleclarkpromotion.com/>

This message contains information which may be confidential and privileged. Unless you are the addressee (or authorized to receive for the addressee), you may not use, copy or disclose to anyone this message or any information contained in this message. If you have received this message in error, please advise the sender by reply to @aol.com and delete this message immediately.

-----Original Message-----
From: [mailto: @capitolrecords.com]
Sent: Monday, August 23, 2004 2:55 PM
To: Vinnie
Subject: RE: megadeth

How was The Music Showcase?

Where's MY add??

Then, and only then, do we talk Megadeth.....

-----Original Message-----
From: Vinnie [mailto: @clearchannel.com]
Sent: Sunday, August 22, 2004 6:04 PM
To: @capitolrecords.com
Subject: megadeth

Hey .....is there any possible way of getting my hands on the re-released megadeth catalog?

Insanely curious in Pittsburgh,

VF

VINNIE

Music Director

WXDX-FM

200 Fleet Street

Pittsburgh, PA

15220

P:

F:

E: @wxdx.com

From:
Sent: Wednesday, August 04, 2004 9:50 AM
To: 'Edwards, Mark E'
Subject: RE: High In The SKYE...

smart ass. who are the rockies?? i'll be pulling for the cubbies right next to you!!! when you add syke i'll even get you box seats to the final game...maybe

Capitol Records
539 Marion St.
Denver, CO 80218
cell:
office:
fax:
IM:

-----Original Message-----
From: Edwards, Mark E [mailto: @stl.cbs.com]
Sent: Wednesday, August 04, 2004 10:41 AM
To: @entercom.com', @alice1059.com'; Mix100 Giff; Harrell, Byron L; @clearchannel.com' @lazer.com'; @clearchannel.com'; @clearchannel.com'; @citcomm.com'; @citcomm.com'; @clearchannel.com'; Edwards, Mark E; @y98.com @y98.com'; @entercom.com'; @hotmail.com'; @wvrv.com'; @wvrv.com'
Subject: RE: High In The SKYE...

I'll add it when BJ Harris is 300 spins in.

BTW>>>>>>>>>what did the Rockies do last night?????????????????/

FEAR THE CUBS. THIS IS THE YEAR OF THE CUBE.

Mark Edwards, Program Director
KEZK, Soft Rock 102.5
KYKY, Y98FM, St. Louis' BEST Variety
3100 Market Street
St. Louis. MO 63103
@stl.cbs.com
phone
fax
AIM :

"The importance of the human element in radio communications cannot be overestimated."
David Sarnoff
Wireless Age magazine
October, 1914

LEGAL NOTICE: This email may be considered an advertising or promotional message.

If you no longer wish to receive commercial email from KEZK/KYKY's Programming Department, please reply to this email by using your e-mail's "reply" button or by sending an email to @stl.cbs.com. Insert this message into the reply email: "Please remove me from the KEZK/KYKY Programming Department's commercial email list."

From: Danger, Mike C [@cbs.com]
Sent: Friday, November 15, 2002 11:06 AM
To:
Subject: RE: NERD - 12/13 WZNE show

BTW-
Grand Theft Auto Vice City. Can you hook me up?
MD

-----Original Message-----
From: [mailto: @Virgin-Records.COM]
Sent: Friday, November 15, 2002 11:42 AM
To: cbs.com'
Cc: ' @thezone941.com'
Subject: NERD - 12/13 WZNE show

Danger,

I just left you a voice mail, but wanted to give you the scoop on what I know. If NERD was available, in addition to backline and hotel, would the station be able to kick in any money to the band? For instance, they are doing something in

Florida for $7,500. Also, I am finding out that once the request is put into the band, they are not confirming in a timely fashion. You are on a tight time line, right? If you still wanted us to put this request through,

how long could we give the band to give us an answer.

From:
Sent: Tuesday, January 21, 2003 10:11 AM
To: 'Danger, Mike C'
Subject: RE: NYC visit

Importance: High

I need to talk to you first, before they'll let me book this....when you get a chance, can you buzz me on my cell? What is Carson's full name?

-----Original Message-----
From: Danger, Mike C [mailto @cbs.com]
Sent: Monday, January 20, 2003 12:11 PM
To: '
Subject: RE: NYC visit

Leave anytime after 11 am on 1/29, return mid-day 2/1. You're the PIMP!
MD

-----Original Message-----
From: [mailto: @Virgin-Records.COM]
Sent: Monday, January 20, 2003 7:29 AM
To: 'Danger, Mike C'
Subject: NYC visit

Hey Danger, if I am able to do this, what time on 1/29 and 2/1 do you want to leave and
arrive back in Rochester?

-----Original Message-----
From: Danger, Mike C [mailto: @cbs.com <mailto: @cbs.com>]
Sent: Wednesday, January 15, 2003 11:33 AM
To: '
Subject: RE: SoundScan Report - Rochester

I need a favor...
Carson and I are planning a trip to NYC to visit labels and we need air and hotel. We'd like to fly out on 1/29 and return on 2/1. Can you hook us up?

I promise to say good things about you in front of
MD

-----Original Message-----
From: [mailto: @Virgin-Records.COM
<mailto: @Virgin-Records.COM>]
Sent: Wednesday, January 15, 2003 7:35 AM
To: @cbs.com'
Cc: @98pxy.com'
Subject: SoundScan Report - Rochester

Norah STILL #1 in Rochester...almost double the #2 record!

<<SoundScan Report.htm>>

From:
Sent: Friday, January 30, 2004 9:26 AM
To:
Subject: Re: wlir

They don't report yet but for 300 we can get the thrills twice a day
The dollars are for the om to attend the winter music conference
---
Sent from my BlackBerry Wireless Handheld

From: Dave Universal [@entercom.com]
Sent: Tuesday, August 17, 2004 7:44 AM
To: @Virgin-Records.COM
Subject: RE: WKSE

Blow me. We're actually still playing it 3 times a day cock.

>>> < @Virgin-Records.COM> 08/17/04 10:10AM >>>
Oh, really...hmmm, ok. Will follow up.

-----Original Message-----
From: Dave Universal [mailto: @entercom.com]
Sent: Tuesday, August 17, 2004 10:09 AM
To: @Virgin-Records.com
Subject: RE: WKSE

I almost feel bad bringing it up, but you still haven't paid that 1 G invoice!

>>> " < @Virgin-Records.COM> 08/17/04 09:32AM >>>
why you gotta go there.

-----Original Message-----
From: Dave Universal [mailto: @entercom.com]
Sent: Tuesday, August 17, 2004 9:30 AM
To: @Virgin-Records.COM
Subject: Re: WKSE

It 's an ok song.....I'd be afraid to add any Virgin records at this point!

>>> < @Virgin-Records.COM> 08/17/04 09:00AM >>>
Hey Dave...I saw that Lenny Kravitz "Storm" was on your New Music Challenge against Vanessa Carlton last Friday. It looks like we lost, but what did the votes look like? Did it sound good on-air?

Music from EMI

This e-mail including any attachments is confidential and may be legally privileged. If you have received it in error please advise the sender immediately by return email and then delete it from your system. The unauthorised use, distribution, copying or alteration of this email is strictly forbidden. If you need assistance please contact us on

This email is from a unit or subsidiary of EMI Group plc.

Registered Office: 27 Wrights Lane, London W8 5SW

Registered in England No 229231.

From:
Sent: Friday, October 06, 2000 4:17 PM
To: @aol.com'
Subject: RE: krsh

I meant as long as they have a website,in case somebody checked,let's call it a website promo.

-----Original Message-----
From: @aol.com [mailto: @aol.com]
Sent: Friday, October 06, 2000 1:06 PM
To: @virgin-records.com
Subject: Re: krsh

hi no, they don't want a web site promotion - you know fred. just the $. how do you want the bill to read?

From:
Sent: Friday, October 06, 2000 1:44 PM
To: @aol.com'
Subject: RE: krsh

How 'bout $400 website promotion ? If they have a website.

-----Original Message-----
From: @aol.com [mailto. @aol.com]
Sent: Thursday, October 05, 2000 12:03 PM
To: @virgin-records.com
Subject: krsh

hi krsh is in on gomez! what do you need the $400 invoice to say??
love, me

From:
Sent: Tuesday, July 13, 2004 5:30 AM
To:
Subject: Re: Houston - wkse

Yes, he has no indie

Sent from my BlackBerry Wireless Handheld

-----Original Message-----
From: < @capitolrecords.com>
To: <k @capitolrecords.com>
Sent: Tue Jul 13 08:16:13 2004
Subject: Houston - wkse

Dave Universal - he wants a grand...yes or no

Capitol Records
83 Jaques Street
Somerville, MA 02145
(PH)
(FX)
(Cellie)
www.hollywoodandvine.com
www.csrne.org

From:
Sent: Monday, October 28, 2002 3:17 PM
To:
Cc:
Subject: RE: WKSE - Beenie Invoice

can look into this for us.

-----Original Message-----
From:
Sent: Monday, October 28, 2002 6:10 PM
To:
Subject: WKSE - Beenie Invoice

Dave Universal faxed me the 8/14/02 invoice for the Beenie Man add, and said he never received payment. I am checking with Acct. Payable
to follow up. Even though and are no longer in the Dept, would there be a record of the PO opened?

From:
Sent: Thursday, May 22, 2003 5:57 AM
To:
Subject: WKSE

follow these bills:
we paid 400 R&R for Amanda
Dave is saying we still owe 1000 more for that add - He sent a 'Cancun' trip bill on an invoice from ENTERCOM. So we are cutting a check to Entercom
AND he wants 1200 for Stacie
and then tells lets talk about the Thalia invoice tomorrow.

No problem doing promotions with a station that has no indie, but the dropped Amanda after 4 weeks. And invoices coming directly from Entercom?

just venting, but wanted you to be fully aware.

and Dave tells NOT to mention any of these to the MD, Brian. That these deals are between Dave and Virgin.

From:
Sent: Tuesday, November 30, 2004 9:51 AM
To:
Cc:
Subject: WKSE - Now you can really jump off the building for real!

-----Original Message-----
From: Dave Universal [mailto: '@entercom.com]
Sent: Tuesday, November 30, 2004 12:49 PM
To: /@capitolrecords.com
Subject: Re: Yellowcard etc

Sky is doing our show, so I'll do the right thing. I'll want a share of your budget of course for the station.

SORRY!

Let's talk soon.

>>> @capitolrecords.com> 11/30/2004 11:47:08 AM >>>

Hey Dave,

Just following up on my voicemail.... Do you have any new info/callout on YC for this week? I know it's doing well, and I am anxious to see if it can get to the next level.

How do you feel about Skye Sweetnam "#1" for next week?

Chingy had a solid week, chart position and spin increase was solid. Is there *anything* we can do to convince you that you should be playing this?

Thanks... xoxo

Capitol Records
253 Tremont Street
Melrose, MA 02176
PH:
FX:
CELL:
www.hollywoodandvine.com

From: @capitolrecords.com>
To: @EMICAP.COM>; @capitolrecords.com>
CC: @capitolrecords.com>;
@capitolrecords.com>; @capitolrecords.com>
Sent: Thu Jul 15 09:11:48 2004
Subject: Re: skye run

Looks good to me. I think I will join you for the AIR dinner and DC visits. I want Jeff Wyatt to see her for sure. Let's talk today about specific airplay COMMITMENTS that need to go with this promo tour. Be very upfront with the stations about what we are looking for in regards to airplay. NO GRAY AREAS!

Sent from my BlackBerry Wireless Handheld

-----Original Message-----
From: @EMICAP.COM>
To: @capitolrecords.com>;
< @capitolrecords.com>
CC: @capitolrecords.com>;
@capitolrecords.com>; @capitolrecords.com>
Sent: Thu Jul 15 08:34:49 2004
Subject: skye run

here is how the plan is shaping up

7/25

8pm Skate Park performance for WRVQ/Richmond, short set(5 songs w/band)

8/2

lunch/2 songs acoustic at WBLI/Long Island

3 pm on air interview at Sirius Radio/NYC

8/3

10;30 2 songs acoustic for WPLJ/nYC

noon lunch/2 songs acoustic for WHTZ

8/9

11am 2 songs acoustic for WAEB/Allentown

3 mall appearance for WBHT/2 songs(band or acoustic, tbd)

6 on air or promo tie in with WKRZ (interview or perform)

8/10

11 WNNK visit 1 song acoustic

2 WRFY visit 1 song acoustic

6 on air at WLAN, 1 song acoustic
dinner with PD

8/11

From:
Sent: Friday, October 18, 2002 3:38 PM
To:
Cc:
Subject: Re: WKKF

Totally, confirm- it will be easy to get them there.
Make sure they know exactly what we are doing with FLY and vice versa.

Sent from my BlackBerry Wireless Handheld (www.BlackBerry.net)

-----Original Message-----
From: @Virgin-Records.COM>
To: @virgin-records.com>
CC: :@virgin-records.com>; @Virgin-Records.com>; .@Virgin-Records.COM>
Sent: Fri Oct 18 08:17:19 2002
Subject: WKKF

I spoke with Rob Dawes on Wednesday evening, while I was at the airport. He was concerned that WFLY got
a Beu Sisters appearance/visit to give us the add. I told him that was not the case (I gave him no more details).
The conversations that and I have been having with Rob have included getting the band
to Albany to record an interview for WKKF's sister TV station...he wanted to make sure we didn't take that idea
(or similar visit) to WFLY. Rob did say, though, that if we can CONFIRM that The Beu Sisters will DEFINITELY
be able to come to the station (no specific day...anytime in the next few months) HE WILL ADD THE RECORD
this week.

Do you think that is a promise we can make him? and at S-Curve are aware of this idea and in favor of it.
Thoughts?

From:
Sent: Thursday, October 02, 2003 7:16 AM
To:
Subject: RE: WLIR - Ima Robot

Yes it was promised.

-----Original Message-----
From:
Sent: Thursday, October 02, 2003 10:14 AM
To:
Subject: RE: WLIR - Ima Robot

Was it a promise or was it not?

-----Original Message-----
From:
Sent: Thursday, October 02, 2003 10:11 AM
To:
Subject: RE: WLIR - Ima Robot

It was verbally

-----Original Message-----
From:
Sent: Thursday, October 02, 2003 9:37 AM
To:
Subject: Fw: WLIR - Ima Robot

Was this show actually committed and promised? and I were unclear on that, but note reads that way.

-----Original Message-----
From: @Virgin-Records.COM>
To: @virgin-records.com>
CC: virgin-records.com>;
@virgin-records.com>; virgin-records.com>
Sent: Wed Oct 01 10:44:26 2003
Subject: WLIR - Ima Robot

As WLIR support on Ima Robot has increased to 4x day, I would like to make sure the station gets a signed contract for the band's performance at their 10/25 concert. While airplay at the moment is only after 7pm, that was understood before they added "Dynomite," since they mainly play their "rock" songs during "LIR After Dark." There was, however, an agreement that airplay would increase to other dayparts as the show grew closer.

Also, we continue to have interest from upstate radio stations playing the single to support a routing through their markets that could take place around the WLIR concert.

-WZNE has requested Ima Robot to support their 10/20 date with Story Of The Year.
-WKRL/WEQX both have shown interest to be a part of any local dates.

From: Dave Universal [@entercom.com]
Sent: Wednesday, February 05, 2003 9:04 AM
To: @Virgin-Records.COM
Subject: RE: FW: BDS FirstALERT Bulletin - Stuck,WKSE

We would do hotel, prod costs, backline, ground.....I was hoping you could "get her here" as a favor as we contiue to "evolve" our relationship!

Tell I'll see her in Miami and good luck tonight to Duke against North Carolina!!!!

>>> @Virgin-Records.COM> 02/05/03 08:55AM >>>
Thanks for the quick email back.
Def. working on Amanda show...definitely want to get you on Stacie too...#1 most added yesterday, with
70 stations on by impact!
Thanks for the Amanda info...won't put in print, no prob.

-----Original Message-----
From: Dave Universal [mailto @entercom.com]
Sent: Wednesday, February 05, 2003 8:23 AM
To: @Virgin-Records.COM
Subject: Re: FW: BDS FirstALERT Bulletin - Stuck,WKSE

We may NEVER come in on the record.....seriously, only an Amanda Perez confirmation letter will probally get us on it'

Callout on A Perez is HUGE.....CANNOT USE IN PRINT - BUT, it's #2 OVERALL!!!!!

>>> @Virgin-Records.COM> 02/04/03 11:29AM >>>
HOLY SH*T...this rocks! How did it sound on-air? You cool with coming in on the record this week?
-----Original Message-----
From: BDS FirstAlert Bulletin [mailto: @bdskc.com]
Sent: Monday, February 03, 2003 6:46 PM
To:
Subject: BDS FirstALERT Bulletin - Stuck,WKSE

BDS FirstAlert Bulletin for

Radio station WKSE-FM (TF) in Buffalo, NY played Stuck by Stacie Orrico on Feb 3 2003 7:40PM local time.

Broadcast Data Systems (BDS) is pleased to offer our unlimited access Record Track customers free trial access to BDS FirstAlert. Click here <http://www.bdsrealtime.com> to update your personal BDS FirstAlert Notification List.
For complete airplay information, access ENcore or contact BDS at 1-800-688-4634.

This email best viewed using .html

Copyright © 2000 Broadcast Data Systems

Inertia (noun) 1. The tendency of a body in motion to stay in motion unless altered by an outside force.
2. The new release from The Exies--in motion now at

From:
Sent: Monday, December 17, 2001 6:38 PM
To:
Cc:
Subject: RE: x-box

i'm ok with this

-----Original Message-----
From:
Sent: Monday, December 17, 2001 8:09 AM
To:
Cc:
Subject: FW: x-box

call -

-----Original Message-----
From:
Sent: Sunday, December 16, 2001 9:47 PM
To:
Cc:
Subject: x-box

i need to get an x-box for wdst for a starsailor add as well as a rotation increase on shannon mcnally. can you help? I need to get it out before the holidays if possbile.
thanks,

From:
Sent: Wednesday, December 12, 2001 4:31 PM
To:
Subject: RE: McCartney Signed Items- Version 1

I could use them at radio for rotation increases, specific stations will be hard to confirm until we go out and present this to them, i have been hesitant to do so 'til I know we are getting these.

-----Original Message-----
From:
Sent: Wednesday, December 12, 2001 1:59 PM
To:
Subject: FW: McCartney Signed Items- Version 1
Importance: High

any word on this...Freundlich is expecting me to get back to him today

-----Original Message-----
From:
Sent: Tuesday, December 11, 2001 12:20 PM
To:
Cc:
Subject: FW: McCartney Signed Items- Version 1
Importance: High

I am expecting to get 10-15 signed McCartney albums and singles and 25 posters to leverage in the market place.

Sales has already started sending their requests as to how they would want to use a quantity...all department needs will have to be sorted out once we get the requests and MPL will have the final decision as they want to guarantee that these get ultimately passed to consumers.

Can you ***please send your requests as soon as possible for consideration.*** I would like to shoot for making a decision by Wednesday so that we can have all distributed by the end of the week.

Thank you,

-----Original Message-----
From:
Sent: Tuesday, December 11, 2001 10:13 AM
To:
Cc:
Subject: FW: McCartney Signed Items- Version 1

thought I'd get you what we had so far. (8-posters, 3 cd's). The additional coming.

AEC- Retail contest w/ AMP magazine. All customers who order McCartney during a set time frame qualify to win an autographed poster or cd in a drawing. Will feature in free ad in mailer.

From:
Sent: Wednesday, August 07, 2002 10:43 AM
To:
Cc:
Subject: Rolling Stone autographed guitars

Here are some possibilities with the guitars:

On air contests, album giveaway for qualifiers, grand prize: the guitar and one pair of tickets to the nearest RS stadium concert. Display the guitar in a local retail outlet, sign-up to win at the store, or qualify on air for a cross promotion with retail and radio. The list of stations would be the largest market Mainstream Rock, and appropriate AAAs. We would require a spin commitment dependent on the stations rotation levels.

KSJO/SF
WMMR/Philadelphia
KLOL/Houston
KISW/Seattle
KDKB/Phoenix
WBAB/Long Island
etc.

Also, we are looking at a contest that will run through Premier Radio (Clear Channel ownership), and/or Westwood One (infinity ownership) as part of the syndicated radio possibilities around the release of the tracks.

Lastly, a signed guitar or two for VHI and/or MTV for the programming department.

From:
Sent: Monday, November 29, 1999 11:17 AM
To:
Cc:
Subject: Stones stuff

Where are we on Stones lithos? Did we order one or several? Also,do we have any jackets left? I have to get one off to WCMF as part of the deal for them adding Ben HARPER. I also need one litho for them.

alrighty then,

From: @aol.com
Sent: Friday, October 24, 2003 2:45 PM
To: @Virgin-Records.com; @virgin-records.com
Subject: krvb

done deal! great teamwork

they move ben to heavy

and add the thrills on monday

you guys give them 2 tix, 2 nights hotel and 2 airfares to the simon garfunkle miami show in december

they'll give you names at least 2 weeks in advance!

have a great weekend!

Michele Clark
Michele Clark Promotion

www.micheleclarkpromotion.com <http://www.micheleclarkpromotion.com/>

From:
Sent: Monday, November 13, 2000 2:19 PM
To: @immortal.com'; !8 VRA Promo National;

Subject: RE: STRAIT UP SNOWBOARD UPDATE

Hold one for KUFO Portland.They added the record today based on loving the idea of the promotion.

Also. is working on a promotion with KXXR Minneapolis.

-----Original Message-----
From:
Sent: Monday, November 13, 2000 1:39 PM
To: @immortal.com'; !8 VRA Promo National; !

Subject: STRAIT UP SNOWBOARD UPDATE
Importance: High

Hi All,

Here is an update on the STRAIT UP SNOWBOARD PROMOTIONS as I know it.

If you have something to add please let me know!

CONFIRMED PROMOTION
WKRL – 1 Board

PROPOSED PROMOTIONS
Edie
KJEE
KFMA
KDGE

Kevin
WEDG
WXEG

Joe
CIMX

James
WBCN
WHJY

WE HAVE 30 BOARDS TOTAL; FIRST COME FIRST SERVED!

There are a number of promotions you can set up--use your creativity.

a.) Give out a board and passes to a local snowboard area
b.) Put together a weekend trip to a nice snowboard resort (including air & lodging; price it out & get approval)
c.) For mountain areas, put together an on-site resort promotion
d.) As the holidays are coming, see if a snowboard package can be worked into charity auctions, etc.

Endless variations! Turn this into something big.

From:
Sent: Monday, November 04, 2002 11:21 AM
To: @wcmf.com'
Subject: Vex Red Add

Kane,

Looks like I am good to go on what we discussed. Let me know if I have everything straight, and I will get on it.

-20 Rolling Stones "Forty Licks"
-$250 Best Buy Gift Certificates

The above is to take place of the 1/15 Rolling Stones tickets and airfare, right?

Thanks,

From:
Sent: Thursday. October 31, 2002 9:34 AM
To:
Cc:
Subject: RE: ROCHESTER WCMF - STONES TICKETS

Per , we need to reserve 2 tickets for the 1/15 Rolling Stones NYC date for WCMF contest winners. The station also
wants us to pick up airfare from Rochester to NYC, which I priced out at $227.
gave me the OK if they add Vex Red with no indie fee. I am confirming that with the station now.

Please let me know if you have any questions.

Regards,

-----Original Message-----
From:
Sent: Thursday, October 31, 2002 11:44 AM
To:
Cc:
Subject: ROCHESTER WCMF - STONES TICKETS

Sending you this per a request from Steve. You are supposed to be organizing a promotion with WCMF and will be needing tickets for the Stones January show. Just a heads up to to make sure we have two tickets for this show reserved.

Thank you.

From:
Sent: Monday, October 14, 2002 7:13 PM
To:
Subject: Fw: WPXY - flyaway

Sent from my BlackBerry Wireless Handheld (www.BlackBerry.net)

-----Original Message-----
From: @virgin-records.com>
To: @Virgin-Records.COM>
Sent: Mon Oct 14 18:58:10 2002
Subject: Re: WPXY - flyaway

Proceed- thanks.

Sent from my BlackBerry Wireless Handheld (www.BlackBerry.net)

-----Original Message-----
From: @Virgin-Records.COM>
To: @virgin-records.com>
Sent: Mon Oct 14 18:10:35 2002
Subject: WPXY - flyaway

Here is the info on the fly-away with WPXY:

-round trip airfare for 2 people from Rochester to Las Vegas, departs 10/31, returns 11/3. Total for 2 people, $619.34 ($309.67 each).
-1 hotel room, 3 nights at Stratosphere in Las Vegas; totals $275.85 ($91.95/night)

TOTAL COST=$895.19

Should I proceed with this if we are guaranteed 4 weeks of 2xday on Norah all in the mid-days?

From:
Sent: Wednesday, August 25, 2004 7:40 AM
To:
Cc:
Subject: RE: skye & Houston! please read

do they have their tickets yet? do they have their flight shit done? I mean we can cancel the travel portion. I really dont give a rats ass

-----Original Message-----
From:
Sent: Wednesday, August 25, 2004 10:21 AM
To:
Cc:
Subject: RE: skye & Houston! please read

i am on it

-----Original Message-----
From:
Sent: Wednesday, August 25, 2004 10:19 AM
To:
Cc:
Subject: RE: skye & Houston! please read

FIX BLI NOW. We did not pay for that god damn promotion to the VMAs for one spin a day

-----Original Message-----
From:
Sent: Wednesday, August 25, 2004 10:10 AM
To:
Cc:
Subject: skye & Houston! please read
Importance: High

We need to maximize spins every single day, stations with 1x yesterday:

WKSC	1x	
WBLI	1x	
WXKS	1x	
WKRZ	1x	-2x
KJYO	1x	
KXXM	1x	
WXKB	1x	
WABB	1x	
WLAN	1x	
WKSS	1x	
WNTQ	1x	
KHOP	1x	
WLKT	1x	
KFMD	1x	
KHTT	1x	
WKZL	1x	
WSTW	1x	(increase this week)
WIOG	1x	(increase this week)
WKCI	1x	
KLAL	1x	
KZMG	1x	
WZYP	1x	
WZKL	1x	
KBEA	1x	

From: @comcast.net]
Sent: Friday, July 09, 2004 12:05 PM
To: John Wilson
Cc:
Subject: Denied Invoices

Hey John,

Just talked to regarding Virgin Records.

Please be advised that the promotional funds committed to WSTW in support of Nerd will not be honored by Virgin. Although you were an early supporter, according to at Virgin, your spins weren't sufficient for payment; even though this did not turn out to be a hit.

Adjust your files accordingly.

Thanks, Rick

From:
Sent: Thursday, October 02, 2003 7:16 AM
To:
Subject: RE: WLIR - Ima Robot

Yes it was promised.

-----Original Message-----
From:
Sent: Thursday, October 02, 2003 10:14 AM
To:
Subject: RE: WLIR - Ima Robot

Was it a promise or was it not?

-----Original Message-----
From:
Sent: Thursday, October 02, 2003 10:11 AM
To:
Subject: RE: WLIR - Ima Robot

It was verbally

-----Original Message-----
From:
Sent: Thursday, October 02, 2003 9:37 AM
To:
Subject: Fw: WLIR - Ima Robot

Was this show actually committed and promised? and I were unclear on that, but note reads that way.

-----Original Message-----
From: Virgin-Records.COM>
To: @virgin-records.com>
CC: @virgin-records.com>; '
@virgin-records.com>; @virgin-records.com>
Sent: Wed Oct 01 10:44:26 2003
Subject: WLIR - Ima Robot

As WLIR support on Ima Robot has increased to 4x day, I would like to make sure the station gets a signed contract for the band's performance at their 10/25 concert. While airplay at the moment is only after 7pm, that was understood before they added "Dynomite," since they mainly play their "rock" songs during "LIR After Dark." There was, however, an agreement that airplay would increase to other dayparts as the show grew closer.

Also, we continue to have interest from upstate radio stations playing the single to support a routing through their markets that could take place around the WLIR concert.

-WZNE has requested Ima Robot to support their 10/20 date with Story Of The Year.
-WKRL/WEQX both have shown interest to be a part of any local dates.

From:
Sent: Thursday, September 09, 2004 4:54 PM
To: (E-mail); (E-mail); (E-mail); (E-mail); (E-mail); (E-mail); (E-mail); (E-mail); (E-mail); (E-mail); (E-mail); (E-mail); (E-mail); (E-mail);

Cc:
Subject: sterlogram

I see a few stations have given walkie talkie man spins since the ipod commercial hit. anyone out there who can find one real major, any format, to give this song a major shot, 3 spins a day for 2 weeks will get a $500 bonus out of my pocket. CASH.. YOU NEVER KNOW.....the digital singles sales were up 801% this week due to the commercial.....

Senior Vice President, Promotion
Capitol Records, Inc.
1750 North Vine Street
Hollywood, California 90028
ph:
fx:
@capitolrecords.com

From:
Sent: Tuesday, June 11, 2002 11:02 AM
To:
Subject: RE: baha men

We will continue to try to give away shows, programmers have not been interested up to this point...

-----Original Message-----
From:
Sent: Monday, June 10, 2002 5:22 PM
To:
Subject: FW: baha men

-----Original Message-----
From: [mailto: @s-curverecords.com]
Sent: Monday, June 10, 2002 2:59 PM
To:
Subject: Re: baha men

At the moment, we're getting one evening spin per day at WBLI, plus 2 overnight spins. I can't imagine that this will be enough to let a story develop. So I don't think we should wait for BLI to develop--I think we should try to offer shows to a few more stations--ones where we can really get some spins. That's what worked in Allentown--they actually gave the song real spins--it's in power rotation there now. Your thoughts?

cheers,

---- Original Message ----
From: @capitolrecords.com>
To: @s-curverecords.com>
Cc: @capitolrecords.com>
Sent: Monday, June 10, 2002 5:25 PM
Subject: FW: baha men

I had asked for his thoughts, let's discuss.....

We just got WBLI to commit to 3 times a day by giving them a show on July 18th. This is the kind of market needed to get a real sense of what we may or may not have with this record. If we develop a major market success story in Long Island, JJ Rice (the PD) will put it on the rest of his stations which include Miami,

Houston, Atlanta, Jacksonville, etc... I think the best plan of action would be to let this develop on WBLI, then try to spread it to the rest of that chain if it connects.

-----Original Message-----
From: @s-curverecords.com]
Sent: Friday, June 07, 2002 3:29 PM
To:
Cc:
Subject: baha men

As we discussed when I was at Capitol in April, the plan was to wait until June, giving the NBA spots a chance to sink in, and then re-approach radio with "Move It Like This." Obviously, we've gotten tremendous exposure from the NBA spots, and I wouldn't be surprised if that familiarity is what has helped "Move It Like This" jump into the Top 5 in call-out research this week at WAEB, the Clear Channel station in Allentown that is now playing it more than 30 times a week (it tests especially well with adults). I have to believe that there's a strong chance that other stations would get a similar result if we got them to go on it now, after all that national TV exposure.
It's now June and we're down to the last week of NBA spots. What's the plan?

Cheers,

From:
Sent: Friday, February 22, 2002 9:23 AM
To:

Subject: EVERYONE MUST BEAR DOWN!!!!

Importance: High

[ ] USE TIME BUYS, THE MIAMI PROMO ON 3/29 IS IN PLAY FOR ADDS & SPINS....WITH THE BAND JUST ARRIVING, THE PRESS WILL BE HUGE AND THE BUZZ WILL ONLY INCREASE....DON'T LOSE THIS!!!!!

"19 - 2000" had a rough **Thursday** yesterday, with a total of **170 detections** for the day, at Mainstream Top 40. Putting us **-10** behind of last Thursday. We are **+17 for the week** on the building chart. This is for the first four days of the new chart cycle, and puts us at **40"** on the Mainstream BDS Top 40 Building Chart.

Mainstream Building Chart Info:
The new Pink 1197x , the new Outkast 788x, the new Shakira 755x, the P.O.D. 728x and the new Nelly Furtado 698x are all having better starts to the week than the Gorillaz 690x. Vanessa Carlton 679x is right behind it. We need a powerhouse weekend with "19-2000"!

We need to see more Daily +2's, and +3's , as well as stations moving it into at least a 4x a day rotation!!!

KSLZ and KXXM both showed 7x a day yesterday, KIIS played it 4x (+ 3) yesterday! We need more of this!

Here are the stations leading the charge yesterday on this record, Stations with **3 or more spins for the day, are the only ones I listed.**

Daily spin leaders (in order of spins) for Thursday; Majors in BOLD:

KSLZ 7x+3 !!!
KXXM 7x !!!
WBFA 7x+4 !!!
KZZU 6x-1
WYOY 5x+2
KIIS 4x+3 !!!
WBZZ 4x+1
WMEG 4x+2
KKXX 4x+1
WRVQ 4x+2
KZZP 3x+1
KLZR 3x+1
WBMX 3x

WQSX 3x-1
KIKI 3x +3 (Rhy)
KRQQ 3x +2
KBFM 3x-1
WAKZ 3x-1
WAEB 3x
WFHN 3x +2
WFLY 3x +2
WJBQ 3x -2
WJJS 3x
WKSZ 3x
WSTW 3x +2
KDDB 3x
WBDR 3x+1
WXLK 3x

Listed below are the Major Market Stations that gave "19 - 2000" either, one, or two spins yesterday. **The information below is for Thursday only.**

Major Market Airplay for Thursday:

KHTS 2x-2
WPRO 2x
WTIC 2x
KBKS 2x-2
WNKS 2x
WNOU 2x
WDCG 2x-1
WKSC 2x+1
WKRQ 2x
Z100 1x-2
WFLZ 1x
WKQI 1x +1
WAKS 1x-1
WXKS 1x
KDWB 1x-2
KDND 1x
KFMD 1x
WNCI 1x-1
WEZB 1x
WKZL 1x

Downward Moves to check on for Tuesday; Majors in BOLD:

WKST 0x-2
KKRZ 0x
KRBV 0x - 1
KZHT 0x
WCIL 2x -3

From:
Sent: Monday, September 22, 2003 9:45 AM
To:
Cc:
Subject: Regarding your question about some inconsistencies of Independent fees for Blur, "Crazy Beat"

The general rate structure for the "Crazy Beat" single was $1000, $800, and $600 in markets 1-30, 31-100, and 101+ (BDS/Mediabase) respectively. There are instances when to close a station, and be competitive for an airplay slot for a particular week a billback or promotion paid through the independent is done. That is why some stations have a higher fee. In Shreveport, had to do an extra $300 billback (typical at that time for Joey Grossman stations), and Burlington, although market #141 is a BDS stations and fits in the criteria for $600. The reason WJSE is $750, is that the independent billed at that rate instead of $800 and we obliged him by paying that amount.

The overall fees billed and amount paid was legitimate as detailed in my previous note.

Senior Director Promotion
Virgin Records
Phone: (
Fax:

From:
Sent: Tuesday, June 08, 2004 12:49 PM
To: (E-mail); (E-mail);
Cc:
Subject: Indy stuff

prior to any launch I want to sit and discuss our Indy/ad/retainer plan.

I need list of stations the Hits guys call at all the appropriate formats that we hire them to work.

I want to create an exact spin number where the per station Indies get paid after they hit that number. I don't care if its within a 4-6 period but I need and know what we consider to be fair. We can even use two tiers, one for "A" songs and one for the harder working "B" songs. But I want a plan.

I don't want volume bonus laid out unless we discuss first. I think it is smarter to have a volume bonus but spread it out over the course of a certain amount of weeks. Radio knows hype. Not just first week.

If we do a volume bonus and 1/2 those stations screw us on spins you need to re evaluate whether they really deserve that bonus. I don't think they do. Cut the bonus if we don't get what is promised.

we should continue this dialogue until we have tighten up our smart way of doing business.

I never will take away your ability to do what you have to do. I won't let them take us for a ride.....

From:

Sent: Friday, September 03, 2004 2:47 PM

To:

Cc:

Subject: FW: PILLAR GM $

Please disregard the first one I sent to day. This is the updated one.

VENDOR	INVOICE #	DATE	AMT	STATION
ALL ACCESS	694051	5/26/2004 $	1,500.00	1300 for rock section buyout/ 150 for position 5/19/04 to 5/25/04
ALL ACCESS	694069	6/2/2004 $	1,500.00	1300 for rock section buyout/ 150 for position 5/26/04 to 6/1/04
ALL ACCESS	694083	6/9/2004 $	1,500.00	1300 for rock station buyout/ 150 file
ALL ACCESS	590700	5/19/2004 $	4,000.00	National Promotion- Rock 5/12/04 to 5
ALL ACCESS	694107	6/16/2004 $	2,000.00	service period 6/9/04-6/15/04
CARL STRUBE CONSULTING	2004367	6/7/2004 $	500.00	KRPX
CO5	5704	5/10/2004 $	7,000.00	term: 5-10-04 to 6-4-04 (4 weeks)
CO5	7304	6/7/2004 $	7,000.00	term: 6/7/04-7/2/04
CO5 MUSIC	8904	7/16/2004 $	1,750.00	Term: 7-5-04 to 7-13-04 (1 week)
DOUG BURTON PROMOTIONS	2934	7/14/2004 $	1,000.00	WBZX "BRING ME DOWN" WEEK OF 11-04
DOUG BURTON PROMOTIONS	2934	7/14/2004 $	1,000.00	SPECIAL PROMOTION
FMQB	48463	4/30/2004 $	1,000.00	rock services for 4/30/04
JEFF DEAN & ASSOCIATES	2478	6/22/2004 $	500.00	WKLC FEE
JEFF DEAN & ASSOCIATES	2481	6/22/2004 $	500.00	WYBB
JEFF DEAN & ASSOCIATES	2496	6/22/2004 $	800.00	WKLC - 300 WYBB 500
JEFF DEAN & ASSOCIATES	2398	6/9/2004 $	500.00	WIXO
JEFF MCCLUSKY	62104	6/21/2004 $	340.00	WIIL
JEFF MCCLUSKY & ASSOCIATES	31424	6/22/2004 $	3,900.00	PILLAR ADDS
JEFF MCCLUSKY & ASSOCIATES	31444	6/22/2004 $	400.00	WKQZ PILLAR ADD
JEFF MCCLUSKY & ASSOCIATES	31445	6/22/2004 $	800.00	WXQR PILLAR ADD
JEFF MCCLUSKY & ASSOCIATES	31245	6/8/2004 $	800.00	KPOI (changed formats to classic roc
JEFF MCCLUSKY AND ASSOCIATES	31612	7/6/2004 $	800.00	WRQC ADD FEE
KDOT 500 PER ADD (+2 IPODS $620.54)		$	500.00	add waiting
2 Ipods		$	620.54	
KDOT/Reno		$	500.00	Indie toll waiting
KRATZ Sporting Goods	50888-00	7/31/2004 $	690.70	WQMF
Lee Arnold Mktg	12502	7/6/2004 $	2,000.00	1000 for WRIF add and WRIF special
MCGATHY	117603	6/3/2004 $	4,000.00	citadel rock summitt on 6/24/04 add $
MCGATHY	117673	6/7/2004 $	800.00	KOOJ add fee
MCGATHY PROMOTIONS	117934-35	7/27/2004 $	1,000.00	WCHZ ADD $500 AND KDOT ADD $5(
MCGATHY PROMOTIONS	117632	6/8/2004 $	1,000.00	WNOR ADD FEE
MCGATHY PROMOTIONS	117855	7/12/2004 $	500.00	WJXQ ADD FEE
MCGATHY PROMOTIONS	117981	8/3/2004 $	800.00	WAQX ADD FEE
MIDWEST- KUPD	16305	5/28/2004 $	1,000.00	KUPD add
MIDWEST- KUPD	16421	6/18/2004 $	500.00	KUPD add
MIDWEST MUSIC LTD	16436	6/24/2004 $	800.00	WJJO ADD
MIDWEST MUSIC LTD	16437	6/24/2004 $	400.00	WJJO EXP
MIDWEST MUSIC LTD	16465	6/17/2004 $	500.00	KUPD MARK RANDALL PROMOTION
NATIONAL	95958	6/22/2004 $	800.00	KFRQ Weslasco TX service fee
NATIONAL	95957	6/22/2004 $	800.00	KHTQ Spokane add

NATIONAL	95959	6/22/2004 $	500.00	**WRTT Huntsville AL**
RADIO & RECORDS	86997	5/28/2004 $	250.00	**PILLAR RADIO PLAYER**
RADIO & RECORDS	86989	5/28/2004 $	1,000.00	**PILLAR EPK LIFE OF PROJECT**
Radisson Hotel	troys american express	7/15/2004 $	377.16	**wtfx pillar promotion(hotel rooms for**
SOUTHWEST ALBUM	5792	6/2/2004 $	1,500.00	**KDJE (Ronnie- to help with Clear Cha**
VICTORY RECORDS	211073	7/25/2004 $	837.50	**T-SHIRTS-wxrq**
WCHZ 500 FOR ADD	email	$	500.00	
WCHZ/Augusta $500	email	$	500.00	
WZOR/Green Bay $500		$	500.00	
JEFF MCCLUSKY & ASSOCIATES	32095	8/3/2004 $	1,000.00	**WBSX**
MCGATHY PROMOTIONS	118022	8/10/2004 $	800.00	**WLZX ADD FEE**
MIDWEST MUSIC LTD	16711	8/18/2004 $	300.00	**KUPD**
SIGN IMAGE	10125	8/3/2004 $	250.00	**GRAPHICS RADIO BANNER DISPLAY**
NATIONAL MUSIC ARTISTS	0097172 T	8/18/2004 $	900.00	**WRXW JACKSON (ARB #123)**
TAKE OUT MARKETING	V071304	9/1/2004 $	1,600.00	**PILLAR FUSE OVEN FRESH VIDEO V VIDEO WIN)**
TAKE OUT MARKETING	V972404	9/1/2004 $	400.00	**VIDEO WIN BONUS FOR FUSE**
point 360 New York	42489	9/1/2004 $	83.04	**2 pillar betas**
WKLQ		$	800.00	**wklq add**
ENTERCOME		9/2/2004 $	1,500.00	**KISW, KRXQ, KQRC 8/13 ENTERCOM**
ENTERCOME		9/2/2004 $	1,500.00	**KISW, KRXQ, KQRC 8/20 ENTERCOM**
NATIONAL MUSIC ARTISTS		9/2/2004 $	1,500.00	**8/27 WRXW KFRQ**
NATIONAL MUSIC ARTISTS		$	1,800.00	**9/3 WRXW, KFRQ, WCCC (NATIONAL**
NATIONAL MUSIC ARTISTS	97794	9/8/2004 $	600.00	**KFRQ (9/8/04)**
NATIONAL MUSIC ARTISTS	97793	9/8/2004 $	1,200.00	**WRXW (9/8/04)**
		$	**76,498.94**	

From:
Sent: Friday, June 27, 2003 8:33 AM
To:
Subject: RE: Promotion budget for "Never" by Amanda Perez

These expenses are now on the log.
Are there any billbacks for this week's adds?

NEVER

23-Jun		TRI-STATE	WKQI ADD	$1,000
23-Jun		TRI-STATE	KSLZ ADD	$1,000
23-Jun		NATIONAL	WVYB ADD	$500
23-Jun		NATIONAL	KSMB ADD	$500
23-Jun		BISHOP BAIT & TACKLE	WBAM* ADD	$500

THALIA

23-Jun		TRI-STATE	WNCI ADD	$800
23-Jun		JEFF MCCLUSKY	WPXY ADD	$800
23-Jun		TRI-STATE	KRUF ADD	$500

Thanks,

-----Original Message-----
From:
Sent: Thursday, June 26, 2003 3:23 PM
To:
Subject: FW: Promotion budget for "Never" by Amanda Perez

Please start the NEVER PO Log with
Crush Marketing 5000
All Access 750/week - starting today
claire parr
AIR July futures CD
Adds from this week

Stacie new single PO Log
AIR July Futures CD
Crush Marketinf 5000
All Access will start on July 9th

-----Original Message-----
From:
Sent: Thursday, June 26, 2003 1:17 PM
To:
Cc:
Subject: RE: Promotion budget for "Never" by Amanda Perez

and have requested that we spend $100K to get to #40 on the Mainstream Monitor and take it from there. keep that in mind for your plan. Thanks.

-----Original Message-----
From:
Sent: Thursday, June 26, 2003 12:43 PM
To:
Cc:
Subject: Promotion budget for "Never" by Amanda Perez

We have a total of **$220K for independent promotion**, including Top 40 Mainstream and Top 40 Rhythm/Crossover. As we discussed, rhythm/crossover spending will be minimal. If this changes, we will have to revisit the promotion budget before commitments are made.

$30K for Contests/Promo Items/Other promotion.

$20K for Tip Sheets/advertising

Please plan accordingly. , please send and myself an independent plan for the single. Thanks.

Senior Director Promotion
Virgin Records
Phone:
Fax:

From:
Sent: Tuesday, January 14, 2003 8:53 AM
To:
Subject: RE: WLIR/Long Island in on Everclear

unfortunately we had to pay his indie 1000 dollars, so there is no money for additional promo, let him know.

-----Original Message-----
From:
Sent: Tuesday, January 14, 2003 6:59 AM
To:
Subject: WLIR/Long Island in on Everclear
Importance: High

Gary Cee is asking for some promotional support for this add and moving Coldplay to 5x/day....he asked for $1,500 in tee shirts, i said there was no way, he then asked for $1,000-I said i would check, lemme know what i can do..... please advise....

cheers,

From:
Sent: Wednesday, April 23, 2003 5:51 PM
To:
Subject: Blur spot budget

Keep in mind these spots tend to only detect at BDS since the human Mediabase monitors recognize spot breaks. Below are last week's spins for reference on what we need to be flat or get ahead.

MON 4/14	TUE 4/15	WED 4/16	THU 4/17	FRI 4/18	SAT 4/19	SUN 4/20
160	183	167	157	172	190	189

MON 4/21	TUE 4/22
162	158

So far the record is -23 on the building chart. Let's be honest and say that the record could be off by a minimum of 15-20 spins a day (we know we have drops at KSYR, KKND, AND KRBZ and there were no known increases). We also know that were also getting Out Of Order this week. Just looking at raw numbers the record be down at least 100 spins on Monday. I'm pitching a promotion to BDS alternative specialty shows which will result in some extra spins.

Here are rates for stations where we could do 60 or 90 seconds spots that should be detected as spins. We may want to run a few test :60 spots to see if they detect. If the spot starts at :15 into the song (where the guitars come in) it will make it all the way thought the chorus. Unfortunately many stations won't do 90 second spots.

WZNE $70/:90 SPOT OVERNIGHTS
TYSON HAS CONTACTED THE STATION AND IS READY TO BOOK 4 SPOTS A DAY FOR NEXT 4 DAYS.
12 TOTAL= $840

WRZK $20/:60 SPOT 7P-12A, $10/:60 SECOND SPOT OVERNIGHTS
5 OVERNIGHTS FOR NEXT 3 NIGHTS (4 IF WE GET IT TODAY)
15 SPOTS= $150

WXNR $20/:60 SPOT 7P-12A, $10/:60 SECOND SPOT OVERNIGHTS
5 OVERNIGHTS FOR NEXT 3 NIGHTS (4 IF WE GET IT TODAY)
15 SPOTS= $150

WNFZ $35/:60 SPOT OVERNIGHTS, SALES PERSON CHECKING ON :90 AVAILABILITY

WMFS $55/:90 SPOT 7P-12A, $10 OVERNIGHT
5 OVERNIGHTS FOR NEXT 3 NIGHTS (4 IF WE GET IT TODAY)
15 SPOTS= $150

WDYL $35/:60 SPOT 7P-12A WEEKNIGHTS, $20 OVERNIGHT, $5/:60 SPOT OVERNIGHT WEEKENDS (THEY COULD START SPOTS FRIDAY)

WFXH $20/60 SPOTS 7P-12A
4 SPOTS FOR NEXT 4 DAYS
16 SPOTS= $320

KNXX $32/:90 SPOT
4 SPOTS FOR NEXT 3 DAYS
12 SPOTS= $384

KLEC $25 FOR A SPIN (WHICH IS FRONT AND BACK SOLD AS A COMMERCIAL, SO IT'S LEGIT).
3 SPINS A DAY STARTING TODAY
15 SPINS= $375

From:
Sent: Wednesday, October 02, 2002 1:47 PM
To:
Subject: FW: Norah Phones

Here's where I put phone calls into.

Phones - 10/2/02 - 10/9/02
(No Calls on Sunday 10/6/02)
Top 40 Calls Norah Jones "Don't Know Why"

Please make sure the callers are Women 20-28 years old. AND please make sure they don't get caught. If they are asked about how they know of Norah, please have them say either thru a friend, video (VH1, M2), saw her on a TV show, etc. If you have any questions, please don't hesitate to call.

KQKQ	OMAHA	10 CALLS	10AM-3PM
KFMD	DENVER	10 CALLS	10AM-3PM
WHOT	YOUNGSTOWN	10 CALLS	10AM-3PM
WWCK	FLINT	10 CALLS	10AM-3PM
WBLI	LONG ISLAND	10 CALLS	10AM-3PM
WKSE	BUFFALO	10 CALLS	10AM-3PM
WNTQ	SYRACUSE	10 CALLS	10AM-3PM
WBBO	MONMOUTH, NJ	10 CALLS	10AM-3PM
WPXY	ROCHESTER, NY	10 CALLS	10AM-3PM
WFLY	ALBANY, NY	10 CALLS	10AM-3PM
WAYV	ATLANTIC CITY	10 CALLS	10AM-3PM
WFHN	NEW BEDFORD, MA	10 CALLS	10AM-3PM
WPRO	PROVIDENCE	10 CALLS	10AM-3PM
KRBE	HOUSTON	10 CALLS	10AM-3PM
KJYO	OKLAHOMA CITY	10 CALLS	10AM-3PM
KRBV	DALLAS	10 CALLS	10AM-3PM
KLAL	LITTLE ROCK, AR	10 CALLS	10AM-3PM
KIZS	TULSA, OK	10 CALLS	10AM-3PM
WABB	MOBILE	10 CALLS	10AM-3PM
WYOY	JACKSON, MS	10 CALLS	10AM-3PM
WFMF	BATON ROUGE	10 CALLS	10AM-3PM
WBFA	COLUMBUS, GA	10 CALLS	10AM-3PM
WCGQ	COLUMBUS, GA	10 CALLS	10AM-3PM
KSMB	LAFAYETTE, LA	10 CALLS	10AM-3PM
WNCI	COLUMBUS, OH	10 CALLS	10AM-3PM
WMYX	MILWAUKEE, WI	10 CALLS	10AM-3PM
KYKY	ST LOUIS	10 CALLS	10AM-3PM

AND CURIOSITY CALLS TO THE FOLLOWING STATIONS....JUST 5 TO 10 A WEEK (1 to 2 A DAY; WEEKDAYS)

WAEB	ALLENTOWN	10 CALLS	10AM-3PM
WSSX	CHARLESTON, SC	10 CALLS	10AM-3PM
KXXM	SAN ANTONIO	10 CALLS	10AM-3PM
WNOU	INDIANAPOLIS	10 CALLS	10AM-3PM
KDWB	MINNEAPOLIS	10 CALLS	10AM-3PM
WZEE	MADISON, WI	10 CALLS	10AM-3PM
KKRD	WICHITA, KS	10 CALLS	10AM-3PM
KQAR	LITTLE ROCK, AR	10 CALLS	10AM-3PM
KBKS	SEATTLE, WA	10 CALLS	10AM-3PM