

# **EXHIBIT 15**



**Compendium**  
**of**  
**ASCAP Rules and Regulations, and**  
**Policies Supplemental to the Articles of Association**

## **2.8 Claims Against ASCAP Members' Works.**

- 2.8.1 Disputed Claims Between ASCAP Members.** When one Member of ASCAP claims all or a portion of an interest in a composition or catalog that has been claimed by another Member and ASCAP concludes that there is reasonable basis for the claim, ASCAP may hold royalties attributable to the disputed portion of such interest for as long as ASCAP deems appropriate. If ASCAP does hold such royalties, ASCAP will notify both Members. At ASCAP's sole discretion, ASCAP may determine that an agreement indemnifying ASCAP against claims by either Member, or a suitable bond, can be accepted as a condition to release such royalties. If there is no indemnification agreement, suitable bond or a resolution of the claim between the two Members, ASCAP may, at its sole discretion, either release the royalties being held or seek appropriate legal remedies, which may include initiation of an interpleader action.
- 2.8.2 Renewal and Post-Termination Claims Between ASCAP Members Over a Work.** In disputes between Publisher Members regarding changes of interest in works in the renewal term of copyright or for the post-termination period, if a new claimant Publisher furnishes to ASCAP a copy of a written agreement (or appropriate excerpts therefrom) that supports its claim for rights to the renewal term or post-termination period, the disputed work will not be released to the original term Publisher unless and until such Publisher furnishes to ASCAP: (i) a copy of a written agreement (or appropriate excerpts therefrom) that supports its claim for the renewal term or post-termination period, and (ii) an appropriate agreement indemnifying ASCAP against claims by the new claimant Publisher, or a suitable bond.
- 2.8.3 Adverse Claims Against an ASCAP Member's Work.** When a non-member claims all or a portion of an interest in a composition or catalog that has been claimed by a Member of ASCAP and ASCAP concludes that there is a reasonable basis for the claim, ASCAP may hold royalties attributable to the disputed portion of such interest for as long as ASCAP deems appropriate. If ASCAP does hold such royalties, at ASCAP's sole discretion, ASCAP may determine that an agreement indemnifying ASCAP against claims by the non-member, or a suitable bond, can be accepted as a condition to release such royalties to the Member. If there is no indemnification agreement, suitable bond or a resolution of the claim, ASCAP may, at its sole discretion, release the royalties being held or seek appropriate legal remedies, which may include initiation of an interpleader action.
- 2.8.4 Claims Involving Publisher Administrations.** In the event of a dispute between an administered Publisher Member and its administrator Publisher Member, and if ASCAP, in its sole discretion, concludes that the administered Publisher has demonstrated that, under the administration agreement, it had the right to, and did, terminate the administration, ASCAP's records will be updated to reflect this. If the administered Publisher cannot demonstrate that it had the right to, and did, terminate the administration, ASCAP may hold royalties attributable to the works covered by the disputed administration. If ASCAP does hold such royalties, ASCAP will notify both the administered Publisher and the administrator Publisher. At ASCAP's sole discretion, ASCAP may determine that an agreement indemnifying ASCAP against claims by the administrator Publisher, or a suitable bond, can be accepted from the administered Publisher as a condition to release such royalties. If there is no indemnification agreement, suitable bond or a

resolution of the dispute between the two Publisher Members, ASCAP may, at its sole discretion, release the royalties being held as ASCAP deems appropriate.

**2.8.5 Indemnification and Reimbursement.** The indemnification required pursuant to Sections 2.8.1, 2.8.2, 2.8.3 or 2.8.4 shall (i) encompass any and all claims, demands, actions and suits that may be made against ASCAP and that require payment and/or defense, or against any third party that ASCAP may be called upon to defend; and (ii) provide for reimbursement to ASCAP for any and all damages, costs and expenses, including attorneys' fees, that ASCAP may necessarily incur by reason of the holding and release of royalties attributable to the claims specified in such Sections.

**2.9 Removal of Works from the ASCAP Repertory.**

**2.9.1 Removal Generally; Effective Date.** Resigned Writer and Publisher Members may elect to remove works which have remained in the ASCAP Repertory, subject to Licenses-in-Effect and provided that both the Writer and corresponding Publisher interests are removed, by complying with the provisions of and following the schedule set forth in Sections 1.11.1 and 1.11.2 (with the necessary conforming changes), such removal to be effective upon the later of the Writer or Publisher Member's resignation date (or corresponding anniversaries thereof).

**2.9.2 Continuing Publisher Member Removal.** A continuing Publisher Member may elect to remove any of the works in its catalog written by a resigned Writer in accordance with Section 1.11.3, subject to Licenses-in-Effect and provided that both the Writer and corresponding Publisher interests are removed, by complying with the provisions of and following the schedule set forth in Sections 1.11.1 and 1.11.2 (with the necessary conforming changes), such removal to be effective upon the later of the Writer or Publisher Member's resignation date (or corresponding anniversaries thereof).

**2.9.3 Rights of Resigned Writer Member.** A resigned Writer Member may elect to continue to license works created during his or her ASCAP Membership through ASCAP if at least one co-party to the work is a current ASCAP Member. The resigned Writer Member must advise ASCAP in writing that the Member wishes ASCAP to continue licensing the work, and represent that the works are not licensed by another performing rights organization. ASCAP will then continue to pay royalties to the resigned Member for surveyed performances of those works.

**2.10 Removal of Foreign Originated Works from the ASCAP Repertory.** ASCAP will respond to requests made to the attention of ASCAP's Repertory Department, to remove any foreign originated composition from the ASCAP Repertory, as set forth in Sections 2.10.1, 2.10.2 and 2.10.3 when submitted as follows:

- (a) by written request from the affiliated foreign performing rights society that originally placed the copyrighted composition in the ASCAP repertory or;
- (b) by form (as made available by ASCAP and completed in its entirety), from the ASCAP Publisher Member acting as the United States representative (or United States Sub-publisher, as applicable).