



**ALLOCATION FOR MUSIC PRODUCERS ("AMP") ACT**  
**CERTIFICATION OF ATTEMPT TO OBTAIN LETTER OF DIRECTION**

I, \_\_\_\_\_, hereby certify under penalty of perjury under the laws of the United States of America, that the following is true and correct:

- (a) I am a producer, mixer or sound engineer of all the sound recording(s) listed on the Letter(s) of Direction I have submitted to SoundExchange contemporaneously with this Certification; and
- (b) All such sound recording(s) were fixed before November 1, 1995; and
- (c) I have entered into a written contract(s) with a record company(ies) involved in the creation or lawful exploitation of such sound recording(s), or with the recording artist or artists featured on such sound recording(s) (or persons conveying rights in the artists' performance in such sound recording(s)) (the "Contract(s)"), under which I am entitled to participate in royalty payments that are based on the exploitation of such sound recording(s) and are payable from royalties otherwise payable to the recording artist or artists featured on such sound recording(s) (or the persons conveying rights in the artists' performance in such sound recording(s); and
- (d) I made a creative contribution to the creation of all such recording(s); and
- (e) I have provided a true copy of the Contract(s) to SoundExchange with this Certification; and
- (f) For a period of not less than 120 days, I made reasonable efforts to contact the artist payee(s) for such sound recording(s) to request and obtain a letter of direction instructing SoundExchange to pay me a portion of the royalties payable to the featured recording artist or artists; and
- (g) Beginning on the date I first attempted to contact the recording artist or artists and continuing through the date set forth below (a period of at least 120 days), the artist payee(s) did not affirm or deny in writing my request for a letter of direction.

I will at all times defend, indemnify and hold harmless SoundExchange, Inc. and its predecessors-in-interest, successors, and affiliates, and their respective board members, officers and employees, from and against any and all claims, damages, liabilities, costs and expenses, including legal expenses and any reasonable outside counsel fees, arising out of this Certification or the Letter(s) of Direction I have submitted.

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

(This Certification must be signed, dated, and notarized. SoundExchange will not accept any Certification that is not signed, dated and notarized)