

Schedule "A"
MUNICIPALITY - 2009

I. Municipality. "Municipality," as used in the SESAC Performance License effective

(the "Agreement") to which this Schedule "A" is attached, shall be defined as the following Municipality:

Name:

Location: (the "Municipality")

II. Fee Schedule/License Fee.

A. The annual License Fee shall be based upon the Population of the Municipality as noted below:

<u>Population</u>		<u>License Fee for calendar year 2009</u>
Under	25,000	\$ 269
25,001	- 50,000	\$ 536
50,001	- 100,000	\$ 873
100,001	- 150,000	\$1,274
150,001	- 250,000	\$1,742
250,001	- 500,000	\$2,277
500,001	And over	\$2,883 + \$269 for each additional 100,000 population

Population

This license will authorize **audio and/or audio/visual musical performances** (radio, records, tapes, compact discs, videocassettes, laser discs, television, and similar media), and **live musical performances**. This license will also authorize performances via **music on hold** systems operated by LICENSEE.

B. As used herein, "Population" shall mean the total population of the Municipality as of the most recent United States Census.

C. LICENSEE shall pay the license fee to SESAC upon execution of this Agreement, with license fees due and payable in advance. The initial license fee payment shall be a pro-rated amount calculated using the then current license fee rate(s) from the Effective Date through the end of the current billing period. Subsequent payments shall be made annually in one (1) payment on or before the first day of January, for the billing period of January 1 through December 31 of each calendar year of the Term.

D. Upon execution of this License, LICENSEE shall provide SESAC with a report detailing the Population as of the Effective Date. Thereafter, on or before October 1 of each calendar year, in the event that a change in the Population results in a change in fee category, LICENSEE shall submit an updated report of the Population. License fees will be adjusted effective the following January 1. SESAC retains the right to obtain these figures through United States Census Data and make appropriate adjustments to the license fee.

E. Notwithstanding anything to the contrary contained in this Agreement, upon written notice to LICENSEE, SESAC shall have the right to adjust the rates set forth in the Fee Schedule. In the event that LICENSEE's License Fee increases as a result of such adjustment to the Fee Schedule, LICENSEE shall have the right to terminate this Agreement as of the date such increase is to take effect. LICENSEE must give SESAC written notice of such termination by certified mail, return receipt requested, not later than thirty (30) days after written notice of such increase is sent to LICENSEE by certified mail. This paragraph shall not apply to paragraph 4.D of the Agreement.

III. This Schedule is incorporated and made part of the Agreement. Unless otherwise indicated, all capitalized terms in this Schedule "A" shall have the same meaning as set forth in the Agreement.