

SESAC PERFORMANCE LICENSE

Agreement made in New York by and between SESAC LLC ("SESAC"), a Delaware limited liability company with offices at 55 Music Square East, Nashville, TN 37203 and

("LICENSEE")

(Name of corporation, partnership, sole proprietorship, etc)

Address

Phone

Fax

City

ST

Zip

E-Mail

A Corporation Partnership Sole Proprietorship (check one) State of Incorporation (if applicable)

SESAC and LICENSEE hereby mutually agree as follows:

1. GRANT OF RIGHTS: Effective as of _____ (the "Effective Date") SESAC grants to LICENSEE the non-exclusive right and license to publicly perform live or "recorded" non-dramatic renditions of the musical compositions, the performance rights to which SESAC controls and/or is empowered to license (the "Compositions") solely on and in connection with the operation of:

Name:

Address

City

S T

ZIP

(the "Premises").

This right and license is subject to the limitations set forth at Paragraph 2 herein below. As used herein, "recorded" means performances originating on the Premises by phonorecord and/or audio or audio/visual tapes and discs, and the reception of audio broadcast transmissions on the Premises by means of television or radio receivers or loudspeakers.

2. LIMITATIONS OF RIGHTS: The Rights granted pursuant to Paragraph 1 above shall specifically exclude:

A. the right to perform, broadcast, televise or otherwise transmit the compositions to any location other than the Premises (unless and to the extent otherwise expressly permitted in Schedule "A");

B. the right to grant the Rights to any third party;

C. "Grand Rights" in and to the Compositions ("Grand Rights" include, but are not limited to, the right to perform in whole or in part, dramatico-musical and dramatic works in a dramatic setting);

D. performances of the Compositions (i) which are part of a background music service originating from any location including the Premises, for which performance license fees are otherwise paid, regardless of the means by which such performances are transmitted on or to the Premises, (ii) by coin-operated phonorecord players ("jukeboxes"), as defined in 17 U.S.C. § 116(e)(1) (repealed), and/or (iii) transmitted by computer on-line services or electronic bulletin boards and received on the Premises (unless and to the extent otherwise expressly permitted in Schedule "A").

3. TERM OF LICENSE:

A. The term of the Agreement shall be for an initial period that commences upon the Effective Date and continues for a period of one (1) year (the "Initial Period"). Thereafter, the Agreement shall automatically continue in full force and effect for successive additional periods of one (1) year ("Renewal Period(s)"). SESAC and /or LICENSEE shall have the right to terminate this Agreement as of the last day of the Initial Period or as of the last day of any Renewal Period(s) upon giving written notice to the other party by certified mail, return receipt requested, at least thirty (30) days prior to the commencement of any Renewal Period(s). The Initial Period and Renewal Period(s) are sometimes collectively referred to herein as the "Term."

B. Notwithstanding anything to the contrary contained herein, SESAC shall have the right to terminate this Agreement: (i) at any time upon written notice to LICENSEE in the event LICENSEE is adjudicated bankrupt, or a petition in bankruptcy is filed with respect to LICENSEE, or LICENSEE is declared or becomes insolvent; or (ii) upon thirty (30) days written notice by reason of any law, rule, decree, or other enactment having the force of law, by any authority, whether federal, state, local, territorial or otherwise, which shall result in substantial interference in SESAC's operation or any substantial increase in the cost of conducting its business.

4. LICENSE FEE:

A. As consideration for the Rights granted herein, LICENSEE shall pay to SESAC the annual "License Fee" then in effect in accordance with the "Fee Schedule" set forth in Schedule "A" attached hereto.

B. In the event that SESAC is determined by the taxing authority or courts of any state, territory, or possession in which LICENSEE conducts its operation to be liable for the payment of a gross receipts, sales, use, business use or other tax which is based on the amount of SESAC's receipts from LICENSEE, then LICENSEE shall reimburse SESAC, within thirty (30) days of notification therefore, for LICENSEE's pro rata share of any such tax derived from receipts received from LICENSEE.

C. SESAC shall have the right to impose a late payment charge of one and one-half percent (1.5%) per month for any License Fee payment that is more than thirty (30) days past due. In the event that SESAC incurs any costs or fees in connection with the collection of any amounts past due to SESAC hereunder, including without limitation reasonable attorney's fees, then LICENSEE shall be responsible for paying such amounts to SESAC.

D. Effective January 1 of each calendar year, the License Fee may be increased by an amount equivalent to the percent increase, if any, in the Consumer Price Index - All Urban Consumer (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, between the most recent October and the preceding October.

5. MISCELLANEOUS:

A. In the event LICENSEE fails to pay the License Fee when due or is otherwise in default of any other provision of this Agreement, then SESAC shall have the right to terminate this Agreement in addition to pursuing any and all other rights and/or remedies available if LICENSEE has not cured such breach within thirty (30) days following SESAC's written notice of such default.

B. SESAC shall have the right to withdraw from the scope of this License, upon written notice, the right to perform any musical composition licensed hereunder as to which any action has been threatened, instituted, or a claim made that SESAC does not have the right to license the performance rights in such composition.

C. This Agreement shall be binding upon and inure to the benefit of SESAC's and LICENSEE's legal representatives, successors, and assigns, but no assignment shall relieve SESAC or LICENSEE of their obligation under this Agreement. LICENSEE shall notify SESAC in writing within thirty (30) days of any change of ownership or control of LICENSEE's operations.

D. This Agreement shall be governed by and subject to the laws of the State of New York, applicable to agreements made and to be wholly performed in New York. This Agreement supersedes and cancels all prior negotiations and understandings between SESAC and LICENSEE in connection with the Premises. No modification of this Agreement shall be valid or binding unless in writing and executed by SESAC and LICENSEE. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect. No waiver of any breach of this Agreement shall be deemed a waiver of any preceding, continuing or succeeding breach of the same, or any other provision of this Agreement.

IN WITNESS THEREOF, the parties have caused this Agreement to be duly signed as of

(Please insert today's date)

LICENSEE

SESAC LLC

BY: X _____
(Please sign here)

BY: _____

(Type or print name)

TITLE: _____

TITLE:



Schedule "A"
MUSIC IN BUSINESS - 2010

New Media, On Site & External Performances

I. Premises. "Premises," as used in the SESAC Performance License effective _____ (the "Agreement") to which this Schedule "A" is attached, shall be defined as all locations owned, operated, or leased by LICENSEE in the United States, its territories and possessions and the Commonwealth of Puerto Rico, which are used as executive or general offices, as manufacturing plants, warehouses, or for related purposes, and locations under LICENSEE's sole control and attended by LICENSEE's employees, their families, social acquaintances, and intra-corporate invitees. "Premises" shall also include areas leased by LICENSEE, such as an exhibit booth; banquet hall; or meeting or seminar room at a convention, meeting, or trade show at which LICENSEE is an exhibitor. **The authorization under this license shall also extend to events sponsored by LICENSEE at conventions, meetings, trade shows, or shareholder functions.**

As used herein, "Premises" excludes any area owned, operated, or leased by LICENSEE, which is normally open to the general public, such as retail or entertainment facilities. As used herein, "Premises" excludes any on-line service provider, or any company whose primary business functions are conducted via the internet. Facilities owned, operated, or leased by LICENSEE that use copyrighted music and for which SESAC offers another type of license are excluded from this agreement.

II. Fee Schedule/License Fee.

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

<u>Number of Employees</u>	<u>License Fee for calendar year 2010</u>
200,000 And over	\$ 22,539
175,000 - 199,999	\$ 19,320
150,000 - 174,999	\$ 16,098
125,000 - 149,999	\$ 12,879
100,000 - 124,999	\$ 9,659
75,000 - 99,999	\$ 6,439
50,000 - 74,999	\$ 3,220
25,000 - 49,999	\$ 1,932
15,000 - 24,999	\$ 1,610
10,000 - 14,999	\$ 1,287
5,000 - 9,999	\$ 967
1,000 - 4,999	\$ 516
500 - 999	\$ 256
Under 500	\$ 128

Number of Employees

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, and **video- or tele- conferencing**. This license will also authorize **transmissions on or through a Web Site, Bulletin Board Service, Intranet and other interconnected computer network** at the Premises. This license will not authorize transmissions of broadcasts on or through a Web Site, Bulletin Board Service, Intranet or other interconnected computer network, of broadcasts or webcasts of the programs or services of any television station, television network, radio station, radio network, cable station, cable network, cable system, satellite program distributor, or any similar operation.

B. As used herein, "Employee" shall mean the total number of full-time and part-time persons employed by LICENSEE as of September 1 of each calendar year. If LICENSEE has been in operation less than one year prior to the effective date of this agreement, then, for the Initial Period of this license, "Employee" shall mean the total number of full-time and part-time persons employed by LICENSEE at the Premises as of the Effective Date of this agreement.

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 number of Employees as of the effective date of this License. Thereafter, on or before October 1 of each calendar year, in the event that a change in the number of LICENSEE's Employees results in a change in fee category, LICENSEE shall submit an updated report of the number of Employees. License fees will be adjusted effective the following January 1. SESAC retains the right to obtain these figures through independent industry sources 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.