

SCHEDULE "A"
Fee Schedule for RESTAURANTS, NIGHTCLUBS and TAVERNS

I. Reference is made to the SESAC Performance License effective _____ (the "Agreement") to which this Schedule "A" is attached.

II. RATE SCHEDULE / LICENSE FEE

A. License Fee Calculation: The License Fee shall be determined by applying the rate factors "Capacity," "Mechanical Music," "Live Music," "Coin-Operated Phonorecord Player," and "Web Site," as applicable, based on actual music usage ("Music Usage"). The Initial License Fee shall be determined based upon Music Usage as measured by actual average music usage during the twelve (12) month period prior to and including the date that LICENSEE completes/verifies its Music Usage on this document. If the Premises has not been in operation for such entire twelve (12) month period, then such Initial License Fee shall be based on Music Usage as measured by actual average music usage during the actual months of operation prior to and including the date that LICENSEE completes/verifies its Music Usage on this document ("Initial Reporting Period"). Please complete/verify the following information regarding Music Usage during the Initial Reporting Period ("Initial Music Usage"):

"Capacity" _____ Days of Live Music _____
 See definition below See definition below

"Mechanical Music" Yes _____ No _____ If yes to "Mechanical Music", is it "Enhanced?" Yes _____ No _____
 See definition below Admission/cover charge or dancing? - see definition below

If ALL mechanical music is provided by a background music company, please complete:

Name of Background Music Company: _____
 Address: _____ Phone Number: _____

"Coin-Operated Phonorecord Player (Jukebox)?" Yes _____ No _____
 See definition below

If Coin-Operated Phonorecord Player is provided by an operator licensed through the Jukebox License Office, please complete:

Name of Jukebox Operator: _____
 Address: _____ JLO Certificate No: _____

Music used on "Web Site?" Yes _____ No _____ See definition below

If yes to "Web Site," list URL: _____

Fee Schedule for July 1, 2009 – June 30, 2010

"Capacity"	"Mechanical Music"		"Live Music"			"Web Site"	"Coin-Operated Phonorecord Player"
	Standard	"Enhanced"	1-2 Days	3-4 Days	5-7 Days		
1-100	\$208	\$260	\$298	\$490	\$761	\$63	\$171 per "Coin-Operated Phonorecord Player" (fee payable only for devices meeting the definition below).
101-200	238	311	390	611	1,062	\$88	
201-300	270	364	508	795	1,425	\$126	
301-400	332	465	639	980	1,848	\$177	
401-500	456	621	761	1,204	2,258	\$240	
501-600	612	881	1,015	1,527	2,776	\$317	
601-750	767	1,139	1,269	1,865	3,284	\$408	
751 & over	943	1,552	1,527	2,246	3,829	\$509	

Members of trade associations may be eligible for discounted license fees. Please contact your association for more information.

As used herein, "**Capacity**" shall mean the maximum capacity of the Premises as permitted by local ordinance.

Payment of the "**Mechanical Music**" License Fee authorizes public performances on the Premises by radio; by records, tapes, compact discs, iPods or similar devices, jukeboxes not meeting the definition of "Coin-Operated Phonorecord Player," and other phonorecords; by karaoke or similar systems; by audio-visual devices including televisions, DVD and video tape players; and by music-on-hold telephone systems; for which SESAC performance license fees are not otherwise paid.

As used herein, "**Enhanced**" shall mean an admission fee or similar charge, or if a dance floor/space is available for use by patrons, performers, or employees.

Please sign the last pages of the license and fee schedule and return with payment

Payment of the **“Coin-Operated Phonorecord Player”** License Fee authorizes public performances on the Premises by a machine or device that (a) is employed solely for the performance of nondramatic musical works by means of phonorecords upon being activated by insertion of coins, currency, tokens, or other monetary units or their equivalent; (b) during the time when there is no direct or indirect charge for admission to the Premises; (c) is accompanied by a list of the titles of all of the musical works available for performance on it, which list is affixed to the phonorecord player or posted in the Premises in a prominent position where it can be readily examined by the public; (d) affords a choice of works available for performance and permits the choice to be made by the patrons of the Premises; and (e) for which SESAC performance license fees are not otherwise paid, e.g., through the Jukebox License Office (JLO).

Payment of the **“Live Music”** License Fee authorizes live musical performances at the Premises. The “Live Music” License Fee to be effective upon the Effective Date of the Agreement shall be calculated based on the average number of live music performances per calendar week at the Premises during the Initial Reporting Period. If live music was most commonly performed more than 5 days during the Initial Reporting Period but less than 1 day per week, then the weekly music policy of the Premises shall be calculated at the appropriate rate for 1-2 Days.

Payment of the **“Web Site”** License Fee authorizes transmissions through the web site with the primary Universal Resource Locator of _____ for which primary purpose is to promote business at the Premises. This license shall not provide authorization for (a) any product, service or feature that enables users to access all or substantially all of particular movie(s), TV program(s), and/or live, concert-type performance(s) not occurring on the Premises or (b) any site(s) where a subscription or other user fee is charged to access streamed entertainment content. This authorization is only available to LICENSEE for periods for which LICENSEE also pays License Fee(s) hereunder that are separate and additional to the “Web Site” License Fee.

If your music use is in effect for five or fewer consecutive months, you may be eligible for a seasonal rate. Please contact SESAC for additional information.

B. License Fee Payment: LICENSEE shall pay the Initial License Fee to SESAC upon execution of the Agreement. The initial License Fee payment shall be a pro-rated amount calculated using the then current License Fee rate(s) for the period from the Effective Date through the following June 30. Subsequent payments shall be made in advance and in accordance with either (i) or (ii) below (select one):

- _____(i) annually in one payment, on or before the first day of July, for the billing period of July 1 through the following June 30; or
- _____(ii) semiannually in two (2) equal installments on or before the first day of July, for the billing period of July 1 through December 31; and on or before the first day of January, for the billing period of January 1 through June 30.

If no selection is made, the License Fee shall be due annually. In the event that LICENSEE opts to pay the License Fee annually, subsequent to the Initial License Fee, LICENSEE shall receive a five percent (5%) discount on each payment in full of the annual License Fee received by SESAC on or before July 31 of the relevant billing period.

C. Music Usage Change: LICENSEE shall provide SESAC written notice of any change in Music Usage (“Music Usage Update Notice”). A change in Music Usage will be deemed to have occurred when Music Usage differs from the Initial Music Usage (or, alternatively, from the Music Usage set forth in the most recent Music Usage Update Notice) for more than thirty (30) consecutive days, with Live Music to be measured based upon the average number of days of live music per week during such period. LICENSEE shall provide SESAC the Music Usage Update Notice within thirty (30) days of the effective date of any change in Music Usage, and SESAC shall adjust the License Fee effective the first day of the month following receipt by SESAC of the Music Usage Update Notice. If LICENSEE fails to submit a timely Music Usage Update Notice or if SESAC should verify that any Music Usage Update Notice is inaccurate or incomplete, then SESAC will have the right to determine such information by independent means and adjust the License Fee effective the date of the change in Music Usage. No more than three (3) License Fee adjustments under this Paragraph II.C shall be made per calendar year.

D. Miscellaneous: Notwithstanding anything to the contrary contained in the Agreement, upon sending of written notice to LICENSEE by certified mail, 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 the Agreement as of the date such increase is to take effect, provided that LICENSEE gives SESAC written notice of such termination by certified mail, not later than thirty (30) days after SESAC sends written notice of such increase to LICENSEE. LICENSEE’s termination right addressed in this Paragraph shall not apply to rate increases made pursuant to Paragraph 4.B of the Agreement. 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.

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.

IV. CERTIFICATION On behalf of LICENSEE and as a duly authorized employee or agent thereof, I hereby certify that the information provided by LICENSEE on this Fee Schedule is complete, true and accurate.

BY: _____ (signature) _____ (print name) _____ (title) _____ (date)

Please do not detach, must accompany license
Please mail completed license to: SESAC, 55 Music Sq. E., Nashville, TN 37203

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