

SCHEDULE "A"
Fee Schedule for RESTAURANTS, NIGHTCLUBS and TAVERNS - 2009

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. The License Fee shall be determined by using the following rate determinates and adding the corresponding license fee for "Mechanical Music," "Live Music," "Coin-Operated Phonorecord Player," and "Web Site," as applicable.

B. If both live and mechanical music are used, there is a **10% discount** off the total "Live Music" and "Mechanical Music" Fee.

Please Complete/Verify the following information regarding the Premises:

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

"Mechanical Music" Yes ___ No ___ If yes, is it "Enhanced?" Yes ___ No ___ Annual Fee: \$
 See definition below Admission/cover charge or dancing? - see definition below

"Coin-Operated Phonorecord Player?" Yes ___ No ___ "Web Site?" Yes ___ No ___
 See definition below See definition below

Fee Schedule for calendar year 2009

"Capacity"	"Mechanical Music"		"Live Music"			"Web Site"	"Coin-Operated Phonorecord Player"
	Standard	"Enhanced"	1-2 Days	3-4 Days	5-7 Days		
1-100	\$189	\$236	\$270	\$ 445	\$ 690	\$57	\$155 per "Coin-Operated Phonorecord Player" (fee payable only for devices meeting the definition below).
101-200	216	282	353	554	963	\$80	
201-300	245	330	461	721	1292	\$114	
301-400	301	422	580	889	1676	\$161	
401-500	413	563	690	1092	2048	\$218	
501-600	555	799	921	1385	2518	\$288	
601-750	695	1033	1151	1691	2979	\$370	
751 & over	855	1408	1385	2037	3473	\$462	

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, 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.

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 shall be calculated based on the predominate weekly music policy of the Premises during the calendar year. If live music is performed three (3) days or less per month, then the predominate 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 on or through a web site known as: _____, with the principal Universal Resource Locator (“URL”) of _____ (“Licensed Web Site”) whose primary purpose is to promote business at the Premises and from which LICENSEE does not receive revenue greater than six thousand dollars (\$6000.00) per calendar year from advertising, sponsorship, promotional, and/or other content available on the Licensed Web Site; transmissions through the Intranet of the Premises; and transmissions through any other interconnected computer network within the Premises. This authorization is only available to a LICENSEE for periods for which LICENSEE also pays License Fee(s) hereunder that are separate and additional to the “Web Site” License Fee. This authorization shall not extend to any site(s) where a subscription or other user fee is charged specifically to access specific programming or to access a selection of programming for a specified period of time. Specifically excluded from this authorization is the right to publicly perform the Compositions in connection with 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. This authorization shall not extend to transmissions made on or through a Web Site, Intranet or other interconnected computer network of the 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. The immediately foregoing authorization shall be governed by the following paragraph:

In the event that SESAC is made aware that LICENSEE does not have other necessary rights and licenses required in connection with LICENSEE’s use(s) of the Composition(s) and the sound recording(s) in which they are embodied from the owner(s) and/or authorized representative(s) of the owner(s) of such rights (“Third Party Rights”) then (a) SESAC reserves the right to exclude such Composition(s) from this Agreement upon written notice to LICENSEE until such later time, if ever, during the Term that (i) LICENSEE has obtained such Third Party Rights, or (ii) LICENSEE has discontinued any such use(s) thereof that require such Third Party Rights, and (b) this Agreement shall remain in full force and effect with regard to all other Compositions in accordance with the terms and conditions set forth in this Agreement. If there is any dispute as to the matters set forth in (a)(i) and/or (a)(ii) of the preceding sentence, SESAC continues to reserve the right to exclude such Compositions(s) from this Agreement upon written notice to LICENSEE until SESAC receives notice which, in SESAC’s sole judgment, is satisfactory evidence of a final resolution of such dispute.

C. LICENSEE shall pay the License Fee to SESAC upon execution of the 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 calendar year. Subsequent payments shall be made in accordance with either (i) or (ii) below (select one):

_____ (i) annually in one 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;

_____ (ii) semiannually in two (2) equal installments on or before the first day of January, for the billing period of January 1 through June 30; and on or before the first day of July, for the billing period of July 1 through December 31 of each calendar year of the Term.

If no selection is made, the License Fee shall be due annually.

D. On or before October 15 of each subsequent year of the Term, LICENSEE shall provide SESAC written notice of any changes in the factors relating to the License Fee as of October 1. The License Fee for the next calendar year shall be adjusted accordingly. If LICENSEE fails to submit such information or if SESAC should verify that such information as provided by LICENSEE is inaccurate, then SESAC will have the right to determine such information by independent means and the License Fee will be adjusted accordingly.

E. 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 by certified mail. This paragraph shall not apply to paragraph 4.B 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.

*Please do not detach – must accompany license
Please mail signed license to: SESAC, 55 Music Square East, Nashville, TN 37203*

Please sign the last page of this license and return with fee schedule and payment.

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