

**SESAC MUSIC PERFORMANCE LICENSE
FOR INTERNATIONAL COUNCIL OF AIR SHOWS (ICAS) MEMBER AIR SHOWS**

This License Agreement, including any attached and referenced Schedules (the "Agreement"), is made in New York by and between SESAC LLC ("SESAC"), a Delaware limited liability company, with offices at 35 Music Square East, Nashville, TN 37203, and

LICENSEE Information			
("LICENSEE")			
<i>(Legal Entity Name)</i>			
Business Entity(select one): <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other: _____			
<i>(State of Incorporation, if applicable)</i>		<i>(Taxpayer ID #)</i>	
<i>(Street Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
<i>(Telephone #)</i>	<i>(Fax #)</i>	<i>(Email)</i>	
Billing Information			
<input type="checkbox"/> Same as LICENSEE Information			
<i>(Street Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
<i>(Telephone #)</i>	<i>(Fax #)</i>	<i>(Email)</i>	

An air show: (i) owned, operated or promoted by the Air Show Event Organizer member of the International Council of Air Shows for which the above supplied information applies and (ii) identified on Schedule "A" pursuant to the terms of this Agreement, is referred to herein as an "Event;" and solely during the occurrence of such an Event, the physical location thereof is referred to herein as the "Premises." Schedule "A" is attached hereto and incorporated herein.

SESAC and LICENSEE hereby mutually agree as follows:

1. GRANT OF RIGHTS

Effective as of _____ **1, 20** _____ (the "Effective Date"), and subject to the terms and conditions of this Agreement, SESAC grants to LICENSEE the non-exclusive right and license to publicly perform non-dramatic renditions of all of the musical compositions for which SESAC is authorized to license the public performance right (the "Compositions") solely on the Premises.

2. LIMITATIONS OF RIGHTS

- A. Except as specifically described in Paragraph 1, above, nothing contained herein shall be construed as permitting LICENSEE to publicly perform, transmit, re-transmit or reproduce any Composition by any means, medium, method, device or process now or hereafter known, or as permitting LICENSEE to grant any such right to others.
- B. The rights granted pursuant to Paragraph 1, above, shall exclude "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).
- C. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions which performances are authorized by SESAC pursuant to a separate license agreement.
- D. The authorization provided in this Agreement shall be limited to public performances made in the United States of America, its territories, possessions and the Commonwealth of Puerto Rico.

3. LICENSE FEE

- A. In consideration of the rights granted herein, LICENSEE shall pay to SESAC a license fee (each, a "License Fee") for each calendar semi-annual period during the Term (each, a "License Fee Period") in accordance with Schedule "B," which is attached hereto and incorporated herein.
- B. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, upon notice to LICENSEE, to make changes to Schedule "B." In such event, LICENSEE shall have the right to terminate this Agreement as of the date such change(s) are to take effect, provided that LICENSEE gives notice to SESAC of such termination specifically referencing this Paragraph, not later than thirty (30) days after SESAC notifies LICENSEE of such change(s). For the avoidance of doubt, annual rate adjustments made pursuant to Paragraph 3.E below shall not be considered a change to Schedule "B."
- C. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, but not the obligation, to verify through independent sources any information required to be reported by LICENSEE pursuant to Schedule "B," and SESAC may adjust the License Fee(s) as may be appropriate based on information obtained from such sources.
- D. In the event SESAC is determined by any taxing authority or court 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 to LICENSEE therefor, for any such tax derived from receipts received from LICENSEE.
- E. Effective each January 1 following the Effective Date, the rates set forth in the Fee Schedule shall be increased by an amount equal to the percent increase in the Consumer Price Index – All Urban Consumers (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, between the most recent October and the preceding October or five percent (5%), whichever amount is greater.

4. BREACH AND CURE; LATE PAYMENT CHARGE

- A. In the event LICENSEE is in default or breach of any provision of this Agreement, including failure to make any payment when due hereunder, and LICENSEE has not cured such default or breach within thirty (30) days following SESAC's notice to LICENSEE thereof, then SESAC shall have the right to terminate this Agreement in addition to pursuing any and all other rights and/or remedies.

B. 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. SESAC shall also have the right to impose a charge of \$35.00 for each dishonored check or other form of payment. In the event SESAC incurs any expenses in connection with the collection of any amounts past due to SESAC hereunder, including but not limited to attorney's fees, LICENSEE shall be responsible for promptly paying such amounts to SESAC.

5. INTENTIONALLY OMITTED

6. TERM OF LICENSE

A. The term of this Agreement shall be for an initial period that commences on the Effective Date and continues for a period of twelve (12) calendar months (the "Initial Period"). Thereafter, this Agreement shall automatically continue in full force and effect for successive additional periods of twelve (12) calendar months (each, a "Renewal Period"). Either party may terminate this Agreement effective as of the last day of the Initial Period or as of the last day of any Renewal Period, upon advance notice to the other party specifically referencing this Paragraph at least thirty (30) days prior to the commencement of the upcoming Renewal Period. The Initial Period and any Renewal Period(s) shall be 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 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' notice to LICENSEE 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 results in substantial interference in SESAC's operation or a substantial increase in the cost of conducting its business.

7. MISCELLANEOUS

A. 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 subject matter hereof. If any part of this Agreement is determined 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.

B. SESAC shall have the right, upon notice to LICENSEE, to withdraw from the scope of this Agreement the right to publicly perform any Composition (or collection of Compositions) 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 (or collection of Compositions).

C. This Agreement shall not be assignable by LICENSEE without SESAC's prior written permission. Subject to the preceding sentence, this Agreement shall be binding upon and inure to the benefit of SESAC's and LICENSEE's successors and assigns, but no assignment shall relieve SESAC or LICENSEE of its respective obligations under this Agreement. LICENSEE shall notify SESAC within thirty (30) days of any change of ownership or control of LICENSEE's operations.

D. This Agreement shall not be valid until executed by an authorized signatory of SESAC. This Agreement has been read and is understood by both parties and contains their entire understanding with regard to the subject matter hereof. No waiver, addition or modification shall be valid unless in writing, executed with the same formality as this Agreement.

E. All notices required or permitted herein shall be in writing and deemed given to the other party hereto when sent to an address for such party set forth in this Agreement or such other address as such party may designate by written notice.

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

_____.
(please insert today's date)

LICENSEE

By: _____
(Signature)

(Type or Print Name)

Title: _____

SESAC

By: _____
(Signature)

(Type or Print Name)

Title: _____

Schedule “B” to the SESAC Music Performance License for International Council of Air Shows (ICAS) Member Air Shows

1. FEE SCHEDULE/LICENSE FEE CALCULATION.

The License Fee for each License Fee Period shall be calculated by applying to the Fee Schedule (the current version of which is set forth below) the duration of each Event which will occur during such License Fee Period and then aggregating the fee for each such Event into a single amount:

2017 Fee Schedule

<u>Event Duration Category</u>	<u>2017 Per Event Fee</u>
1-2 day Event	\$105
3-4 day Event	\$152
5-7 day Event	\$200

2. LICENSE FEE PAYMENT.

Upon the execution of this Agreement, LICENSEE shall pay the initial License Fee to SESAC. The License Fee for each License Fee Period thereafter shall be submitted to SESAC on or before the commencement of such License Fee Period.

3. REPORTING.

A. Upon the execution of this Agreement, LICENSEE shall provide to SESAC a completed license fee report in the form set forth on Schedule “A” (each, a “License Fee Report”) containing: (i) the name and location of each Event which will occur during the initial License Fee Period and (ii) the date(s) of each such Event.

B. On or before each December 1 and June 1 following the Effective Date, LICENSEE shall provide SESAC with an updated License Fee Report setting forth: (i) the name and location of each Event which will occur during the ensuing License Fee Period and (ii) the date(s) of each such Event; provided, however, LICENSEE shall not be required to submit any License Fee Report for any period from January – June or July – December which would solely contain the same information as the most recently submitted License Fee Report for the preceding January – June or July – December, as applicable.

C. All reports under this Agreement shall be submitted by LICENSEE, by electronic means if possible, in Excel or similar format if applicable, to reporting@sesac.com, or by regular mail addressed to:

SESAC
35 Music Square East
Nashville, TN 37203

4. CERTIFICATION. LICENSEE represents and warrants that all information which has been, or which will be, provided by LICENSEE pursuant to this Schedule “A” to be complete, true and accurate.

SESAC MUSIC PERFORMANCE LICENSE FOR AIRLINES

This License Agreement, including any attached and referenced Schedules (the "Agreement"), is made in New York by and between SESAC LLC ("SESAC"), a Delaware limited liability company, with offices at 35 Music Square East, Nashville, TN 37203, and

LICENSEE Information			
("LICENSEE")			
<i>(Legal Entity Name)</i>			
Business Entity(select one): <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other: _____			
<i>(State of Incorporation, if applicable)</i>		<i>(Taxpayer ID #)</i>	
<i>(Street Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
<i>(Telephone #)</i>	<i>(Fax #)</i>	<i>(Email)</i>	
Billing Information			
<input type="checkbox"/> Same as LICENSEE Information			
<i>(Street Address)</i>		<i>(City)</i>	
<i>(Telephone #)</i>		<i>(Fax #)</i>	
<i>(State)</i>		<i>(Zip)</i>	
<i>(Email)</i>			

Each aircraft owned, operated or serviced by LICENSEE (each, a "LICENSEE Aircraft") and reported to SESAC pursuant to Schedule "A" is referred to herein as a "Premises."

SESAC and LICENSEE hereby mutually agree as follows:

1. GRANT OF RIGHTS

Effective as of _____ **1, 20**_____ (the "Effective Date"), and subject to the terms and conditions of this Agreement, SESAC grants to LICENSEE the non-exclusive right and license to publicly perform non-dramatic renditions of all of the musical compositions for which SESAC is authorized to license the public performance right (the "Compositions") solely on the Premises.

2. LIMITATIONS OF RIGHTS

A. Except as specifically described in Paragraph 1, above, nothing contained herein shall be construed as permitting LICENSEE to publicly perform, transmit, re-transmit or reproduce any Composition by any means, medium, method, device or process now or hereafter known, or as permitting LICENSEE to grant any such right to others.

B. The rights granted pursuant to Paragraph 1, above, shall exclude "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).

C. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions: (i) which are part of a background music service originating from any location, including a Premises, which performances are authorized by SESAC pursuant to a separate license agreement, regardless of the means by which such performances are transmitted on or to such Premises, and/or (ii) by coin-operated phonorecord players ("jukeboxes"), as defined in 17 U.S.C. § 116.

D. The authorization provided in this Agreement shall be limited to public performances made in the United States of America, its territories, possessions and the Commonwealth of Puerto Rico.

3. LICENSE FEE

A. In consideration of the rights granted herein, LICENSEE shall pay to SESAC a license fee (each, a "License Fee") for each calendar quarter during the Term (each, a "License Fee Period") in accordance with Schedule "A," which is attached hereto and incorporated herein.

B. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, upon notice to LICENSEE, to make changes to Schedule "A." In such event, LICENSEE shall have the right to terminate this Agreement as of the date such change(s) are to take effect, provided that LICENSEE gives notice to SESAC of such termination specifically referencing this Paragraph, not later than thirty (30) days after SESAC notifies LICENSEE of such change(s). For the avoidance of doubt, annual rate adjustments made pursuant to Paragraph 3.E below shall not be considered a change to Schedule "A."

C. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, but not the obligation, to verify through independent sources any information required to be reported by LICENSEE pursuant to Schedule "A," and SESAC may adjust the License Fee(s) as may be appropriate based on information obtained from such sources.

D. In the event SESAC is determined by any taxing authority or court 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 to LICENSEE therefor, for any such tax derived from receipts received from LICENSEE.

E. Effective each January 1 following the Effective Date, the rates set forth in the Fee Schedule shall be increased by an amount equal to the percent increase in the Consumer Price Index – All Urban Consumers (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, between the most recent October and the preceding October or five percent (5%), whichever amount is greater.

4. BREACH AND CURE; LATE PAYMENT CHARGE

A. In the event LICENSEE is in default or breach of any provision of this Agreement, including failure to make any payment when due hereunder, and LICENSEE has not cured such default or breach within thirty (30) days following SESAC's notice to LICENSEE thereof, then SESAC shall have the right to terminate this Agreement in addition to pursuing any and all other rights and/or remedies.

B. 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. SESAC shall also have the right to impose a charge of \$35.00 for each dishonored check or other form of payment. In the event SESAC incurs any expenses in connection with the collection of any amounts past due to SESAC hereunder, including but not limited to attorney's fees, LICENSEE shall be responsible for promptly paying such amounts to SESAC.

5. RIGHT OF VERIFICATION

A. LICENSEE agrees to maintain all necessary information in its books and records to allow SESAC to verify LICENSEE's reports, payments, statements and computations required by this Agreement. SESAC shall have the right, on at least ten (10) days prior written notice, to examine LICENSEE's books and records during customary business hours to such extent as may be necessary to verify any and all reports, payments, statements and computations made or required hereunder. In connection with such an examination, LICENSEE agrees to furnish all pertinent books and records, including electronic records in industry standard format, to SESAC's authorized representatives. Such books and records shall be kept by LICENSEE for at least three (3) years following any termination of this Agreement.

B. In the event an examination reveals that LICENSEE has underpaid any License Fee due SESAC, LICENSEE shall submit the additional amount due within forty-five (45) days from SESAC's written request for such payment. Should such an examination reveal that LICENSEE has underpaid SESAC any License Fee by five percent (5%) or more, LICENSEE shall pay the reasonable costs and expenses of the examination, including travel expenses.

C. SESAC's rights and LICENSEE's obligations arising from this Paragraph 5 shall survive any termination of this Agreement. SESAC agrees that any non-public information discovered by SESAC as part of any examination instituted under this Paragraph 5 shall be treated as confidential and shall not be disclosed to any third party (other than SESAC's attorneys, accountants and other professional advisors) without LICENSEE's prior written consent, except as may be required by law. SESAC's exercise of any rights under this provision shall not prejudice any of SESAC's other rights or remedies, including the right to dispute any amounts owed to SESAC under this Agreement.

6. TERM OF LICENSE

A. The term of this Agreement shall be for an initial period that commences on the Effective Date and continues for a period of twelve (12) calendar months (the "Initial Period"). Thereafter, this Agreement shall automatically continue in full force and effect for successive additional periods of twelve (12) calendar months (each, a "Renewal Period"). Either party may terminate this Agreement effective as of the last day of the Initial Period or as of the last day of any Renewal Period, upon advance notice to the other party specifically referencing this Paragraph at least thirty (30) days prior to the commencement of the upcoming Renewal Period. The Initial Period and any Renewal Period(s) shall be 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 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' notice to LICENSEE 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 results in substantial interference in SESAC's operation or a substantial increase in the cost of conducting its business.

7. MISCELLANEOUS

A. 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 subject matter hereof. If any part of this Agreement is determined 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.

B. SESAC shall have the right, upon notice to LICENSEE, to withdraw from the scope of this Agreement the right to publicly perform any Composition (or collection of Compositions) 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 (or collection of Compositions).

C. This Agreement shall not be assignable by LICENSEE without SESAC's prior written permission. Subject to the preceding sentence, this Agreement shall be binding upon and inure to the benefit of SESAC's and LICENSEE's successors and assigns, but no assignment shall relieve SESAC or LICENSEE of its respective obligations under this Agreement. LICENSEE shall notify SESAC within thirty (30) days of any change of ownership or control of LICENSEE's operations.

D. This Agreement shall not be valid until executed by an authorized signatory of SESAC. This Agreement has been read and is understood by both parties and contains their entire understanding with regard to the subject matter hereof. No waiver, addition or modification shall be valid unless in writing, executed with the same formality as this Agreement.

E. All notices required or permitted herein shall be in writing and deemed given to the other party hereto when sent to an address for such party set forth in this Agreement or such other address as such party may designate by written notice.

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

_____.
(please insert today's date)

LICENSEE

SESAC

By: _____
(Signature)

By: _____
(Signature)

(Type or Print Name)

(Type or Print Name)

Title: _____

Title: _____

Schedule "A" to the SESAC Music Performance License for Airlines

1. FEE SCHEDULE/LICENSE FEE CALCULATION.

The License Fee for each License Fee Period shall be calculated by applying to the Fee Schedule (the current version of which is set forth below) the number of seats and the type of music use on each Premises as set forth on the applicable License Fee Report (as defined below), and then aggregating the fee for each such Premises into a single amount.

2017 Fee Schedule
Quarterly License Fee per Premises

Planes Having:	Using Boarding Music Only	Using Music In-Flight, with or without Boarding Music	Using Audio-Visual and In-Flight Music, with or without Boarding Music	Using Audio-Visual Only
100 and under seats	\$31.08	\$51.75	\$82.86	\$67.35
101-200 seats	\$41.40	\$62.13	\$103.56	\$82.86
201-300 seats	\$51.75	\$72.48	\$124.23	\$98.37
301 seats and over	\$62.13	\$82.86	\$144.93	\$113.91

2. LICENSE FEE PAYMENT.

Upon the execution of this Agreement, LICENSEE shall submit a License Fee to SESAC for the initial License Fee Period, which amount shall be calculating using the initial License Fee Report (as defined below) and prorated (if applicable) to reflect payment for the period from the Effective Date through the end of such License Fee Period. The License Fee for each License Fee Period thereafter shall be: (i) calculated using the information contained in the most recent License Fee Report and (ii) submitted to SESAC on or before the commencement of each such License Fee Period.

3. REPORTING.

A. Upon the execution of this Agreement, and on or before each October 1 during the Term thereafter, LICENSEE shall submit to SESAC a license fee report (each, a "License Fee Report") in the form set forth on Schedule "B," which is attached hereto and incorporated herein, setting forth: (i) the total number of LICENSEE Aircraft on which public performances of musical works occurred during the applicable Reporting Period, and (ii) the number of such LICENSEE Aircraft that fall into each seating and music usage category (as identified in the Fee Schedule, above) during such Reporting Period; provided, however, LICENSEE shall not be required to submit any License Fee Report which would solely contain information identical to the information applicable to the most recently submitted License Fee Report.

B. In addition to the License Fee Reports required under Paragraph 3.A above, once per calendar year during the Term, within thirty (30) days of SESAC's request, LICENSEE shall submit to SESAC an additional License Fee Report setting forth the information described in Paragraph 3.A above.

C. All reports under this Agreement shall be submitted by LICENSEE, by electronic means if possible, in Excel or similar format if applicable, to reporting@sesac.com, or by regular mail addressed to:

SESAC
35 Music Square East
Nashville, TN 37203

4. **CERTIFICATION.** LICENSEE represents and warrants that all information which has been, or which will be, provided by LICENSEE pursuant to this Schedule "A" to be complete, true and accurate.

5. DEFINITIONS

“Reporting Period” means the twelve (12) month period commencing thirteen (13) months prior to the date upon which the License Fee Report concerned is due, provided that, for any LICENSEE Aircraft that was not in operation during all of the applicable Reporting Period, the number of seats on such aircraft and a good faith estimate of music usage shall be used.

Schedule "B"
SESAC Music Performance License for Airlines
License Fee Report Form

Total Number of Planes	
Number of Planes having 100 and under seats AND:	
i. Using Boarding Music Only	
ii. Using Music In-Flight, with or without Boarding Music	
iii. Using Audio-Visual and In-Flight Music, with or without Boarding Music	
iv. Using Audio-Visual Only	
Number of Planes having 101-200 seats AND:	
i. Using Boarding Music Only	
ii. Using Music In-Flight, with or without Boarding Music	
iii. Using Audio-Visual and In-Flight Music, with or without Boarding Music	
iv. Using Audio-Visual Only	
Number of Planes having 201-300 seats AND:	
i. Using Boarding Music Only	
ii. Using Music In-Flight, with or without Boarding Music	
iii. Using Audio-Visual and In-Flight Music, with or without Boarding Music	
iv. Using Audio-Visual Only	
Number of Planes having 301 seats and over AND:	
i. Using Boarding Music Only	
ii. Using Music In-Flight, with or without Boarding Music	
iii. Using Audio-Visual and In-Flight Music, with or without Boarding Music	
iv. Using Audio-Visual Only	

SESAC MUSIC PERFORMANCE LICENSE FOR AIRPORTS

This License Agreement, including any attached and referenced Schedules (the "Agreement"), is made in New York by and between SESAC LLC ("SESAC"), a Delaware limited liability company, with offices at 35 Music Square East, Nashville, TN 37203, and

LICENSEE Information			
("LICENSEE")			
<i>(Legal Entity Name)</i>			
Business Entity(select one): <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other: _____			
<i>(State of Incorporation, if applicable)</i>		<i>(Taxpayer ID #)</i>	
<i>(Street Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
<i>(Telephone #)</i>	<i>(Fax #)</i>	<i>(Email)</i>	
Licensed Location Information			
<input type="checkbox"/> Same as LICENSEE Information			
<i>(Establishment Name)</i>			
<i>(Street Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
<i>(Telephone #)</i>	<i>(Fax #)</i>	<i>(Email)</i>	
<i>(Universal Resource Locator ("URL"))</i>			
Billing Information			
<input type="checkbox"/> Same as LICENSEE Information			
<i>(Street Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
<i>(Telephone #)</i>	<i>(Fax #)</i>	<i>(Email)</i>	

The airport for which the above supplied information applies is referred to herein as the "Premises."

SESAC and LICENSEE hereby mutually agree as follows:

1. GRANT OF RIGHTS

Effective as of _____ **1, 20**_____ (the "Effective Date"), and subject to the terms and conditions of this Agreement, SESAC grants to LICENSEE the non-exclusive right and license to publicly perform non-dramatic renditions of all of the musical compositions for which SESAC is authorized to license the public performance right (the "Compositions") solely on the Premises.

2. LIMITATIONS OF RIGHTS

- A. Except as specifically described in Paragraph 1, above, nothing contained herein shall be construed as permitting LICENSEE to publicly perform, transmit, re-transmit or reproduce any Composition by any means, medium, method, device or process now or hereafter known, or as permitting LICENSEE to grant any such right to others.
- B. The rights granted pursuant to Paragraph 1, above, shall exclude "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).
- C. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions: (i) which are part of a background music service originating from any location, including the Premises, which performances are authorized by SESAC pursuant to a separate license agreement, regardless of the means by which such performances are transmitted on or to the Premises, and/or (ii) by coin-operated phonorecord players ("jukeboxes"), as defined in 17 U.S.C. § 116.
- D. The authorization provided in this Agreement shall be limited to public performances made in the United States of America, its territories, possessions and the Commonwealth of Puerto Rico.
- E. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions on portions of the Premises which are owned or operated by a third party (e.g., retail stores, restaurants.).

3. LICENSE FEE

- A. In consideration of the rights granted herein, LICENSEE shall pay to SESAC an annual license fee (each, a "License Fee") for each calendar year during the Term (each, a "License Fee Period") in accordance with Schedule "A," which is attached hereto and incorporated herein.
- B. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, upon notice to LICENSEE, to make changes to Schedule "A." In such event, LICENSEE shall have the right to terminate this Agreement as of the date such change(s) are to take effect, provided that LICENSEE gives notice to SESAC of such termination specifically referencing this Paragraph, not later than thirty (30) days after SESAC notifies LICENSEE of such change(s). For the avoidance of doubt, annual rate adjustments made pursuant to Paragraph 3.E below shall not be considered a change to Schedule "A."
- C. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, but not the obligation, to verify through independent sources any information required to be reported by LICENSEE pursuant to Schedule "A," and SESAC may adjust the License Fee(s) as may be appropriate based on information obtained from such sources.
- D. In the event SESAC is determined by any taxing authority or court 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 to LICENSEE therefor, for any such tax derived from receipts received from LICENSEE.
- E. Effective each January 1 following the Effective Date, the rates set forth in the Fee Schedule shall be increased by an amount equal to the percent increase in the Consumer Price Index – All Urban Consumers (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, between the most recent October and the preceding October or five percent (5%), whichever amount is greater.

4. BREACH AND CURE; LATE PAYMENT CHARGE

A. In the event LICENSEE is in default or breach of any provision of this Agreement, including failure to make any payment when due hereunder, and LICENSEE has not cured such default or breach within thirty (30) days following SESAC's notice to LICENSEE thereof, then SESAC shall have the right to terminate this Agreement in addition to pursuing any and all other rights and/or remedies.

B. 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. SESAC shall also have the right to impose a charge of \$35.00 for each dishonored check or other form of payment. In the event SESAC incurs any expenses in connection with the collection of any amounts past due to SESAC hereunder, including but not limited to attorney's fees, LICENSEE shall be responsible for promptly paying such amounts to SESAC.

5. INTENTIONALLY OMITTED

6. TERM OF LICENSE

A. The term of this Agreement shall be for an initial period that commences on the Effective Date and continues for a period of twelve (12) calendar months (the "Initial Period"). Thereafter, this Agreement shall automatically continue in full force and effect for successive additional periods of twelve (12) calendar months (each, a "Renewal Period"). Either party may terminate this Agreement effective as of the last day of the Initial Period or as of the last day of any Renewal Period, upon advance notice to the other party specifically referencing this Paragraph at least thirty (30) days prior to the commencement of the upcoming Renewal Period. The Initial Period and any Renewal Period(s) shall be 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 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' notice to LICENSEE 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 results in substantial interference in SESAC's operation or a substantial increase in the cost of conducting its business.

7. MISCELLANEOUS

A. 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 subject matter hereof. If any part of this Agreement is determined 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.

B. SESAC shall have the right, upon notice to LICENSEE, to withdraw from the scope of this Agreement the right to publicly perform any Composition (or collection of Compositions) 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 (or collection of Compositions).

C. This Agreement shall not be assignable by LICENSEE without SESAC's prior written permission. Subject to the preceding sentence, this Agreement shall be binding upon and inure to the benefit of SESAC's and LICENSEE's successors and assigns, but no assignment shall relieve SESAC or LICENSEE of its respective obligations under this Agreement. LICENSEE shall notify SESAC within thirty (30) days of any change of ownership or control of LICENSEE's operations.

D. This Agreement shall not be valid until executed by an authorized signatory of SESAC. This Agreement has been read and is understood by both parties and contains their entire understanding with regard to the subject matter hereof. No waiver, addition or modification shall be valid unless in writing, executed with the same formality as this Agreement.

E. All notices required or permitted herein shall be in writing and deemed given to the other party hereto when sent to an address for such party set forth in this Agreement or such other address as such party may designate by written notice.

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

(please insert today's date)

LICENSEE

SESAC

By: _____
(Signature)

By: _____
(Signature)

(Type or Print Name)

(Type or Print Name)

Title: _____

Title: _____

Schedule "A" to the SESAC Music Performance License for Airports

1. FEE SCHEDULE/LICENSE FEE CALCULATION.

The License Fee for each License Fee Period shall be calculated using the annual passenger traffic during the immediately preceding calendar year (each, a "Reporting Period") as noted below; provided, however, that, the initial License Fee shall be prorated to represent payment for the period from the Effective Date through the end of such License Fee Period.

2017 Fee Schedule

Annual Passenger Traffic	2017 License Fee
Under 1,000,000	\$ 686
1,000,000 – 10,000,000	\$1,028
10,000,001 – 25,000,000	\$1,371
25,000,001 – 45,000,000	\$1,716
45,000,001 and above	\$2,059

2. LICENSE FEE PAYMENT.

Upon the execution of this Agreement, LICENSEE shall submit to SESAC a License Fee for the initial License Fee Period. The License Fee for each License Fee Period thereafter shall be submitted within thirty (30) days of the commencement of such License Fee Period.

3. REPORTING.

A. Along with the submission of each License Fee under Paragraph 2 above, LICENSEE shall provide to SESAC a completed license fee report in the form set forth on Schedule "B" attached hereto and incorporated herein (each, a "License Fee Report"); provided, however, that LICENSEE shall not be required to submit any License Fee Report which would solely contain information identical to the information applicable to the previous License Fee Report.

B. LICENSEE shall pay all License Fees and submit all License Fee Reports required under this Schedule for the period from the Effective Date through the last day of the calendar month when any termination of this Agreement becomes effective. LICENSEE's obligation to pay such License Fees and submit such License Fee Reports shall survive any termination of this Agreement.

C. All reports under this Agreement shall be submitted by LICENSEE, by electronic means if possible, in Excel or similar format if applicable, to reporting@sesac.com, or by regular mail addressed to:

SESAC
35 Music Square East
Nashville, TN 37203

4. **CERTIFICATION.** LICENSEE represents and warrants that all information which has been, or which will be, provided by LICENSEE pursuant to this Schedule "A" to be complete, true and accurate.

**Schedule "B" to the SESAC Music Performance License for Airports
License Fee Report Form**

Reporting Period	Annual Passenger Traffic

**SESAC PERFORMANCE LICENSE – BACKGROUND MUSIC
AUDIO AND AUDIOVISUAL**

This License Agreement, including any attached and referenced Schedules (the "Agreement"), is made in New York by and between SESAC LLC ("SESAC"), a Delaware limited liability company, with offices at 35 Music Square East, Nashville, TN 37203, and

LICENSEE Information			
("LICENSEE")			
<i>(Legal Entity Name)</i>			
Business Entity(select one): <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other: _____			
<i>(State of Incorporation, if applicable)</i>		<i>(Taxpayer ID #)</i>	
<i>(Street Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
<i>(Telephone #)</i>	<i>(Fax #)</i>	<i>(Email)</i>	
Billing Information			
<input type="checkbox"/> Same as LICENSEE Information			
<i>(Street Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
<i>(Telephone #)</i>	<i>(Fax #)</i>	<i>(Email)</i>	

The parties hereto mutually agree as follows:

1. GRANT OF LICENSE

- A. Effective as of _____ **1, 20**_____ (the "Effective Date"), SESAC grants to LICENSEE a non-exclusive license to publicly perform, or to cause to be publicly performed, audio and audiovisual renditions of all of the musical compositions for which SESAC is authorized to license the public performance right (the "Compositions") within and as part of the Service.
- B. As used herein, the "Service" shall mean LICENSEE's background music service that is delivered by LICENSEE to Subscribers (for public performance therein) by means of a satellite delivery system, proprietary compact disk system or similar system.
- C. As used herein, a "Subscriber" shall mean each individual business premises owned and/or operated by a non-related third party entity that is authorized by LICENSEE to receive the Service in exchange for a subscription fee or similar form of consideration.

2. LIMITATIONS OF GRANT

A. Except as specifically described in Paragraph 1, above, nothing contained herein shall be construed as permitting LICENSEE to publicly perform, transmit, re-transmit or reproduce any Composition by any means, medium, method, device or process now or hereafter known, or as permitting LICENSEE to grant any such right to others.

B. The rights granted pursuant to Paragraph 1, above, shall exclude "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).

C. The authorization provided in this Agreement shall be limited to public performances made in the United States of America, its territories, possessions and the Commonwealth of Puerto Rico.

D. The authorization under this Agreement shall specifically exclude any use of the Compositions:

- 1) as an accompaniment to musicians, singers, dancers or any other entertainers actually present and performing;
- 2) as an accompaniment to physical activities for health and/or recreation including but not limited to exercise, aerobics or stretching; or
- 3) at a location for which an admission fee, subscriber fee, membership fee or similar charge is levied on consumers of the location.

3. LICENSE FEE

A. In consideration of the rights granted herein, LICENSEE shall pay to SESAC a license fee (each, a "License Fee") for each calendar semi-annual period during the Term (each, a "License Fee Period") in accordance with Schedule "A," which is attached hereto and incorporated herein.

B. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, upon notice to LICENSEE, to make changes to Schedule "A." In such event, LICENSEE shall have the right to terminate this Agreement as of the date such change(s) are to take effect, provided that LICENSEE gives notice to SESAC of such termination specifically referencing this Paragraph, not later than thirty (30) days after SESAC notifies LICENSEE of such change(s). For the avoidance of doubt, annual rate adjustments made pursuant to Paragraph 3.E below shall not be considered a change to Schedule "A."

C. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, but not the obligation, to verify through independent sources any information required to be reported by LICENSEE pursuant to Schedule "A," and SESAC may adjust the License Fee(s) as may be appropriate based on information obtained from such sources.

D. In the event SESAC is determined by any taxing authority or court 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 to LICENSEE therefor, for any such tax derived from receipts received from LICENSEE.

E. Effective each January 1 following the Effective Date, the rates set forth in the Fee Schedule shall be increased by an amount equal to the percent increase in the Consumer Price Index – All Urban Consumers (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, between the most recent October and the preceding October or five percent (5%), whichever amount is greater.

4. BREACH AND CURE; LATE PAYMENT CHARGE

A. In the event LICENSEE is in default or breach of any provision of this Agreement, including failure to make any payment when due hereunder, and LICENSEE has not cured such default or breach within thirty (30) days following SESAC's notice to LICENSEE thereof, then SESAC shall have the right to terminate this Agreement in addition to pursuing any and all other rights and/or remedies.

B. 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. SESAC shall also have the right to impose a charge of \$35.00 for each dishonored check or other form of payment. In the event SESAC incurs any expenses in connection with the collection of any amounts past due to SESAC hereunder, including but not limited to attorney's fees, LICENSEE shall be responsible for promptly paying such amounts to SESAC.

5. RIGHT OF VERIFICATION

A. LICENSEE agrees to maintain all necessary information in its books and records to allow SESAC to verify LICENSEE's reports, payments, statements and computations required by this Agreement. SESAC shall have the right, on at least ten (10) days prior written notice, to examine LICENSEE's books and records during customary business hours to such extent as may be necessary to verify any and all reports, payments, statements and computations made or required hereunder. In connection with such an examination, LICENSEE agrees to furnish all pertinent books and records, including electronic records in industry standard format, to SESAC's authorized representatives. Such books and records shall be kept by LICENSEE for at least three (3) years following any termination of this Agreement.

B. In the event an examination reveals that LICENSEE has underpaid any License Fee due SESAC, LICENSEE shall submit the additional amount due within forty-five (45) days from SESAC's written request for such payment. Should such an examination reveal that LICENSEE has underpaid SESAC any License Fee by five percent (5%) or more, LICENSEE shall pay the reasonable costs and expenses of the examination, including travel expenses.

C. SESAC's rights and LICENSEE's obligations arising from this Paragraph 5 shall survive any termination of this Agreement. SESAC agrees that any non-public information discovered by SESAC as part of any examination instituted under this Paragraph 5 shall be treated as confidential and shall not be disclosed to any third party (other than SESAC's attorneys, accountants and other professional advisors) without LICENSEE's prior written consent, except as may be required by law. SESAC's exercise of any rights under this provision shall not prejudice any of SESAC's other rights or remedies, including the right to dispute any amounts owed to SESAC under this Agreement.

6. TERM OF LICENSE

A. The term of this Agreement shall be for an initial period that commences on the Effective Date and continues for a period of twelve (12) calendar months (the "Initial Period"). Thereafter, this Agreement shall automatically continue in full force and effect for successive additional periods of twelve (12) calendar months (each, a "Renewal Period"). Either party may terminate this Agreement effective as of the last day of the Initial Period or as of the last day of any Renewal Period, upon advance notice to the other party specifically referencing this Paragraph at least thirty (30) days prior to the commencement of the upcoming Renewal Period. The Initial Period and any Renewal Period(s) shall be 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 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' notice to LICENSEE 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 results in substantial interference in SESAC's operation or a substantial increase in the cost of conducting its business.

7. REPORTING OF WORKS

On or before January 1, April 1, July 1 and October 1 of each calendar year of the Term, LICENSEE shall use commercially reasonable efforts to provide SESAC, by electronic means if possible, copies of the log, list or record of the musical compositions transmitted or scheduled to be transmitted on the Service during the previous calendar quarter. Such reports shall state: (i) the title; (ii) the record label; (iii) either a chronological list or numeric summary of the compositions performed; and (iv) either (a) the recording artist or (b) the composer and author of each composition. In the event that LICENSEE is unable to obtain all of the information set forth above, LICENSEE shall provide SESAC with as much of the information as is available

8. MISCELLANEOUS

A. 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 subject matter hereof. If any part of this Agreement is determined 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.

B. SESAC shall have the right, upon notice to LICENSEE, to withdraw from the scope of this Agreement the right to publicly perform any Composition (or collection of Compositions) 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 (or collection of Compositions).

C. This Agreement shall not be assignable by LICENSEE without SESAC's prior written permission. Subject to the preceding sentence, this Agreement shall be binding upon and inure to the benefit of SESAC's and LICENSEE's successors and assigns, but no assignment shall relieve SESAC or LICENSEE of its respective obligations under this Agreement. LICENSEE shall notify SESAC within thirty (30) days of any change of ownership or control of LICENSEE's operations.

D. This Agreement shall not be valid until executed by an authorized signatory of SESAC. This Agreement has been read and is understood by both parties and contains their entire understanding with regard to the subject matter hereof. No waiver, addition or modification shall be valid unless in writing, executed with the same formality as this Agreement.

E. All notices required or permitted herein shall be in writing and deemed given to the other party hereto when sent to an address for such party set forth in this Agreement or such other address as such party may designate by written notice.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly signed as of the ____ day of

_____.

LICENSEE

SESAC LLC

By: _____

By: _____

Type or print name

Type or print name

TITLE: _____

TITLE: _____

**SCHEDULE "A" TO SESAC PERFORMANCE LICENSE – BACKGROUND MUSIC
AUDIO AND AUDIOVISUAL**

1. FEE SCHEDULE/LICENSE FEE CALCULATION.

The License Fee for each License Fee Period shall equal the greater of: (i) the then-current Semi-Annual Minimum Fee and (ii) the product of the then-current Per Subscriber Fee multiplied by the number of Subscribers to the Service, as set forth on the most recently submitted License Fee Report.

2017 Fee Schedule

<u>Semi-Annual Minimum Fee</u>	<u>Per Subscriber Fee</u>
\$1,282.77	\$25.67

2. LICENSE FEE PAYMENT.

Upon the execution of this Agreement, LICENSEE shall pay the initial License Fee to SESAC which amount shall be prorated (if applicable) to reflect payment for the period from the Effective Date through the end of such License Fee Period. The License Fee for each License Fee Period thereafter shall be submitted to SESAC on or before the commencement of such License Fee Period.

3. REPORTING.

A. Upon the execution of this Agreement, LICENSEE shall provide SESAC with a completed license fee report (each, a "License Fee Report") identifying (by name and address) each Subscriber as of the Effective Date.

B. On or before each December 1 and June 1 following the Effective Date, LICENSEE shall provide SESAC with an updated License Fee Report identifying (by name and address) each Subscriber as of the preceding November 1 or May 1, respectively; provided, however, LICENSEE shall not be required under this Paragraph 3.B to submit any License Fee Report which would contain solely the same information as the most recently submitted License Fee Report.

C. All reports under this Agreement shall be submitted by LICENSEE, by electronic means if possible, in Excel or similar format if applicable, to reporting@sesac.com, or by regular mail addressed to:

SESAC
Attn: Licensing Administration
35 Music Square East
Nashville, TN 37203

D. **CERTIFICATION.** LICENSEE represents and warrants that all information which has been, or which will be, provided by LICENSEE pursuant to this Schedule "A" to be complete, true and accurate.

**SESAC PERFORMANCE LICENSE – BACKGROUND MUSIC
AUDIO-ONLY AND NON-PROGRAMMABLE**

This License Agreement, including any attached and referenced Schedules (the "Agreement"), is made in New York by and between SESAC LLC ("SESAC"), a Delaware limited liability company, with offices at 35 Music Square East, Nashville, TN 37203, and

LICENSEE Information			
("LICENSEE")			
<i>(Legal Entity Name)</i>			
Business Entity(select one): <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other: _____			
<i>(State of Incorporation, if applicable)</i>		<i>(Taxpayer ID #)</i>	
<i>(Street Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
<i>(Telephone #)</i>	<i>(Fax #)</i>	<i>(Email)</i>	
Billing Information			
<input type="checkbox"/> Same as LICENSEE Information			
<i>(Street Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
<i>(Telephone #)</i>	<i>(Fax #)</i>	<i>(Email)</i>	

The parties hereto mutually agree as follows:

1. GRANT OF RIGHTS

- A. Effective as of _____ **1, 20**_____ (the "Effective Date"), SESAC grants to LICENSEE a non-exclusive license to publicly perform, or to cause to be publicly performed, audio-only renditions of all of the musical compositions for which SESAC is authorized to license the public performance right (the "Compositions") within and as part of the Service.
- B. As used herein, the "Service" shall mean LICENSEE's background music service that is delivered by LICENSEE to Subscribers (for public performance therein) by means of a satellite delivery system, proprietary compact disk system or similar system as a predetermined program that is continuously performed in the same order and that is accessed by the end user at a point in the program that is beyond the control of the end user.
- C. As used herein, a "Subscriber" shall mean each individual business premises owned and/or operated by a non-related third party entity that is authorized by LICENSEE to receive the Service in exchange for a subscription fee or similar form of consideration.

2. LIMITATIONS OF RIGHTS

- A. Except as specifically described in Paragraph 1, above, nothing contained herein shall be construed as permitting LICENSEE to publicly perform, transmit, re-transmit or reproduce any Composition by any means, medium, method, device or process now or hereafter known, or as permitting LICENSEE to grant any such right to others.
- B. The rights granted pursuant to Paragraph 1, above, shall exclude "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).
- C. The authorization provided in this Agreement shall be limited to public performances made in the United States of America, its territories, possessions and the Commonwealth of Puerto Rico.
- D. The authorization under this Agreement shall specifically exclude any use of the Compositions:
- 1) as an accompaniment to musicians, singers, dancers or any other entertainers actually present and performing;
 - 2) as an accompaniment to physical activities for health and/or recreation including but not limited to exercise, aerobics or stretching; or
 - 3) at a location for which an admission fee, subscriber fee, membership fee or similar charge is levied on consumers of the location.

3. LICENSE FEE

- A. In consideration of the rights granted herein, LICENSEE shall pay to SESAC a license fee (each, a "License Fee") for each calendar semi-annual period during the Term (each, a "License Fee Period") in accordance with Schedule "A," which is attached hereto and incorporated herein.
- B. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, upon notice to LICENSEE, to make changes to Schedule "A." In such event, LICENSEE shall have the right to terminate this Agreement as of the date such change(s) are to take effect, provided that LICENSEE gives notice to SESAC of such termination specifically referencing this Paragraph, not later than thirty (30) days after SESAC notifies LICENSEE of such change(s). For the avoidance of doubt, annual rate adjustments made pursuant to Paragraph 3.E below shall not be considered a change to Schedule "A."
- C. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, but not the obligation, to verify through independent sources any information required to be reported by LICENSEE pursuant to Schedule "A," and SESAC may adjust the License Fee(s) as may be appropriate based on information obtained from such sources.
- D. In the event SESAC is determined by any taxing authority or court 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 to LICENSEE therefor, for any such tax derived from receipts received from LICENSEE.
- E. Effective each January 1 following the Effective Date, the rates set forth in the Fee Schedule shall be increased by an amount equal to the percent increase in the Consumer Price Index – All Urban Consumers (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, between the most recent October and the preceding October or five percent (5%), whichever amount is greater.

4. BREACH AND CURE; LATE PAYMENT CHARGE

- A. In the event LICENSEE is in default or breach of any provision of this Agreement, including failure to make any payment when due hereunder, and LICENSEE has not cured such default or breach within thirty (30) days following SESAC's notice to LICENSEE thereof, then SESAC shall have the right to terminate this Agreement in addition to pursuing any and all other rights and/or remedies.
- B. 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. SESAC shall also have the right to impose a charge of \$35.00 for each dishonored check or other form of payment. In the event SESAC incurs any expenses in connection with

the collection of any amounts past due to SESAC hereunder, including but not limited to attorney's fees, LICENSEE shall be responsible for promptly paying such amounts to SESAC.

5. RIGHT OF VERIFICATION

A. LICENSEE agrees to maintain all necessary information in its books and records to allow SESAC to verify LICENSEE's reports, payments, statements and computations required by this Agreement. SESAC shall have the right, on at least ten (10) days prior written notice, to examine LICENSEE's books and records during customary business hours to such extent as may be necessary to verify any and all reports, payments, statements and computations made or required hereunder. In connection with such an examination, LICENSEE agrees to furnish all pertinent books and records, including electronic records in industry standard format, to SESAC's authorized representatives. Such books and records shall be kept by LICENSEE for at least three (3) years following any termination of this Agreement.

B. In the event an examination reveals that LICENSEE has underpaid any License Fee due SESAC, LICENSEE shall submit the additional amount due within forty-five (45) days from SESAC's written request for such payment. Should such an examination reveal that LICENSEE has underpaid SESAC any License Fee by five percent (5%) or more, LICENSEE shall pay the reasonable costs and expenses of the examination, including travel expenses.

C. SESAC's rights and LICENSEE's obligations arising from this Paragraph 5 shall survive any termination of this Agreement. SESAC agrees that any non-public information discovered by SESAC as part of any examination instituted under this Paragraph 5 shall be treated as confidential and shall not be disclosed to any third party (other than SESAC's attorneys, accountants and other professional advisors) without LICENSEE's prior written consent, except as may be required by law. SESAC's exercise of any rights under this provision shall not prejudice any of SESAC's other rights or remedies, including the right to dispute any amounts owed to SESAC under this Agreement.

6. TERM OF LICENSE

A. The term of this Agreement shall be for an initial period that commences on the Effective Date and continues for a period of twelve (12) calendar months (the "Initial Period"). Thereafter, this Agreement shall automatically continue in full force and effect for successive additional periods of twelve (12) calendar months (each, a "Renewal Period"). Either party may terminate this Agreement effective as of the last day of the Initial Period or as of the last day of any Renewal Period, upon advance notice to the other party specifically referencing this Paragraph at least thirty (30) days prior to the commencement of the upcoming Renewal Period. The Initial Period and any Renewal Period(s) shall be 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 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' notice to LICENSEE 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 results in substantial interference in SESAC's operation or a substantial increase in the cost of conducting its business.

7. REPORTING OF WORKS

On or before January 1, April 1, July 1 and October 1 of each calendar year of the Term, LICENSEE shall use commercially reasonable efforts to provide SESAC, by electronic means if possible, copies of the log, list or record of the musical compositions transmitted or scheduled to be transmitted on the Service during the previous calendar quarter. Such reports shall state: (i) the title; (ii) the record label; (iii) either a chronological list or numeric summary of the compositions performed; and (iv) either (a) the recording artist or (b) the composer and author of each composition. In the event that LICENSEE is unable to obtain all of the information set forth above, LICENSEE shall provide SESAC with as much of the information as is available.

8. MISCELLANEOUS

A. 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 subject matter hereof. If any part of this Agreement is determined 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.

B. SESAC shall have the right, upon notice to LICENSEE, to withdraw from the scope of this Agreement the right to publicly perform any Composition (or collection of Compositions) 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 (or collection of Compositions).

C. This Agreement shall not be assignable by LICENSEE without SESAC's prior written permission. Subject to the preceding sentence, this Agreement shall be binding upon and inure to the benefit of SESAC's and LICENSEE's successors and assigns, but no assignment shall relieve SESAC or LICENSEE of its respective obligations under this Agreement. LICENSEE shall notify SESAC within thirty (30) days of any change of ownership or control of LICENSEE's operations.

D. This Agreement shall not be valid until executed by an authorized signatory of SESAC. This Agreement has been read and is understood by both parties and contains their entire understanding with regard to the subject matter hereof. No waiver, addition or modification shall be valid unless in writing, executed with the same formality as this Agreement.

E. All notices required or permitted herein shall be in writing and deemed given to the other party hereto when sent to an address for such party set forth in this Agreement or such other address as such party may designate by written notice.

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

_____.

LICENSEE

SESAC

By: _____
(Signature)

By: _____
(Signature)

(Type or Print Name)

(Type or Print Name)

Title: _____

Title: _____

**Schedule "A" to the SESAC PERFORMANCE LICENSE – BACKGROUND MUSIC
AUDIO-ONLY AND NON-PROGRAMMABLE**

1. FEE SCHEDULE/LICENSE FEE CALCULATION.

The License Fee for each License Fee Period shall equal the greater of: (i) the then-current Semi-Annual Minimum Fee and (ii) the product of the then-current Per Subscriber Fee multiplied by the number of Subscribers to the Service, as set forth on the most recently submitted License Fee Report.

2017 Fee Schedule	
<u>Semi-Annual Minimum Fee</u>	<u>Per Subscriber Fee</u>
\$742.72	\$14.83

2. LICENSE FEE PAYMENT.

Upon the execution of this Agreement, LICENSEE shall pay the initial License Fee to SESAC which amount shall be prorated (if applicable) to reflect payment for the period from the Effective Date through the end of such License Fee Period. The License Fee for each License Fee Period thereafter shall be submitted to SESAC on or before the commencement of such License Fee Period.

3. REPORTING.

- A. Upon the execution of this Agreement, LICENSEE shall provide SESAC with a completed license fee report (each, a "License Fee Report") identifying (by name and address) each Subscriber as of the Effective Date.
- B. On or before each December 1 and June 1 following the Effective Date, LICENSEE shall provide SESAC with an updated License Fee Report identifying (by name and address) each Subscriber as of the preceding November 1 or May 1, respectively; provided, however, LICENSEE shall not be required under this Paragraph 3.B to submit any License Fee Report which would contain solely the same information as the most recently submitted License Fee Report.
- C. All reports under this Agreement shall be submitted by LICENSEE, by electronic means if possible, in Excel or similar format if applicable, to reporting@sesac.com, or by regular mail addressed to:

SESAC
Attn: Licensing Administration
35 Music Square East
Nashville, TN 37203

- D. **CERTIFICATION.** LICENSEE represents and warrants that all information which has been, or which will be, provided by LICENSEE pursuant to this Schedule "A" to be complete, true and accurate.

**SESAC PERFORMANCE LICENSE – BACKGROUND MUSIC
AUDIO-ONLY AND PROGRAMMABLE**

This License Agreement, including any attached and referenced Schedules (the "Agreement"), is made in New York by and between SESAC LLC ("SESAC"), a Delaware limited liability company, with offices at 35 Music Square East, Nashville, TN 37203, and

LICENSEE Information			
("LICENSEE")			
<i>(Legal Entity Name)</i>			
Business Entity(select one): <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other: _____			
<i>(State of Incorporation, if applicable)</i>		<i>(Taxpayer ID #)</i>	
<i>(Street Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
<i>(Telephone #)</i>	<i>(Fax #)</i>	<i>(Email)</i>	
Billing Information			
<input type="checkbox"/> Same as LICENSEE Information			
<i>(Street Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
<i>(Telephone #)</i>	<i>(Fax #)</i>	<i>(Email)</i>	

The parties hereto mutually agree as follows:

1. GRANT OF RIGHTS

- A. Effective as of _____ **1, 20**_____ (the "Effective Date"), SESAC grants to LICENSEE a non-exclusive license to publicly perform, or to cause to be publicly performed, audio-only renditions of all of the musical compositions for which SESAC is authorized to license the public performance right (the "Compositions") within and as part of the Service.
- B. As used herein, the "Service" shall mean LICENSEE's background music service that is delivered by LICENSEE to Subscribers (for public performance therein) by means of a satellite delivery system, proprietary compact disk system or similar system.
- C. As used herein, a "Subscriber" shall mean each individual business premises owned and/or operated by a non-related third party entity that is authorized by LICENSEE to receive the Service in exchange for a subscription fee or similar form of consideration.

2. LIMITATIONS OF RIGHTS

- A. Except as specifically described in Paragraph 1, above, nothing contained herein shall be construed as permitting LICENSEE to publicly perform, transmit, re-transmit or reproduce any Composition by any means, medium, method, device or process now or hereafter known, or as permitting LICENSEE to grant any such right to others.
- B. The rights granted pursuant to Paragraph 1, above, shall exclude "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).
- C. The authorization provided in this Agreement shall be limited to public performances made in the United States of America, its territories, possessions and the Commonwealth of Puerto Rico.
- D. The authorization under this Agreement shall specifically exclude any use of the Compositions:
- 1) as an accompaniment to musicians, singers, dancers or any other entertainers actually present and performing;
 - 2) as an accompaniment to physical activities for health and/or recreation including but not limited to exercise, aerobics or stretching; or
 - 3) at a location for which an admission fee, subscriber fee, membership fee or similar charge is levied on consumers of the location.

3. LICENSE FEE

- A. In consideration of the rights granted herein, LICENSEE shall pay to SESAC a license fee (each, a "License Fee") for each calendar semi-annual period during the Term (each, a "License Fee Period") in accordance with Schedule "A," which is attached hereto and incorporated herein.
- B. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, upon notice to LICENSEE, to make changes to Schedule "A." In such event, LICENSEE shall have the right to terminate this Agreement as of the date such change(s) are to take effect, provided that LICENSEE gives notice to SESAC of such termination specifically referencing this Paragraph, not later than thirty (30) days after SESAC notifies LICENSEE of such change(s). For the avoidance of doubt, annual rate adjustments made pursuant to Paragraph 3.E below shall not be considered a change to Schedule "A."
- C. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, but not the obligation, to verify through independent sources any information required to be reported by LICENSEE pursuant to Schedule "A," and SESAC may adjust the License Fee(s) as may be appropriate based on information obtained from such sources.
- D. In the event SESAC is determined by any taxing authority or court 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 to LICENSEE therefor, for any such tax derived from receipts received from LICENSEE.
- E. Effective each January 1 following the Effective Date, the rates set forth in the Fee Schedule shall be increased by an amount equal to the percent increase in the Consumer Price Index – All Urban Consumers (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, between the most recent October and the preceding October or five percent (5%), whichever amount is greater.

4. BREACH AND CURE; LATE PAYMENT CHARGE

- A. In the event LICENSEE is in default or breach of any provision of this Agreement, including failure to make any payment when due hereunder, and LICENSEE has not cured such default or breach within thirty (30) days following SESAC's notice to LICENSEE thereof, then SESAC shall have the right to terminate this Agreement in addition to pursuing any and all other rights and/or remedies.

B. 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. SESAC shall also have the right to impose a charge of \$35.00 for each dishonored check or other form of payment. In the event SESAC incurs any expenses in connection with the collection of any amounts past due to SESAC hereunder, including but not limited to attorney's fees, LICENSEE shall be responsible for promptly paying such amounts to SESAC.

5. RIGHT OF VERIFICATION

A. LICENSEE agrees to maintain all necessary information in its books and records to allow SESAC to verify LICENSEE's reports, payments, statements and computations required by this Agreement. SESAC shall have the right, on at least ten (10) days prior written notice, to examine LICENSEE's books and records during customary business hours to such extent as may be necessary to verify any and all reports, payments, statements and computations made or required hereunder. In connection with such an examination, LICENSEE agrees to furnish all pertinent books and records, including electronic records in industry standard format, to SESAC's authorized representatives. Such books and records shall be kept by LICENSEE for at least three (3) years following any termination of this Agreement.

B. In the event an examination reveals that LICENSEE has underpaid any License Fee due SESAC, LICENSEE shall submit the additional amount due within forty-five (45) days from SESAC's written request for such payment. Should such an examination reveal that LICENSEE has underpaid SESAC any License Fee by five percent (5%) or more, LICENSEE shall pay the reasonable costs and expenses of the examination, including travel expenses.

C. SESAC's rights and LICENSEE's obligations arising from this Paragraph 5 shall survive any termination of this Agreement. SESAC agrees that any non-public information discovered by SESAC as part of any examination instituted under this Paragraph 5 shall be treated as confidential and shall not be disclosed to any third party (other than SESAC's attorneys, accountants and other professional advisors) without LICENSEE's prior written consent, except as may be required by law. SESAC's exercise of any rights under this provision shall not prejudice any of SESAC's other rights or remedies, including the right to dispute any amounts owed to SESAC under this Agreement.

6. TERM OF LICENSE

A. The term of this Agreement shall be for an initial period that commences on the Effective Date and continues for a period of twelve (12) calendar months (the "Initial Period"). Thereafter, this Agreement shall automatically continue in full force and effect for successive additional periods of twelve (12) calendar months (each, a "Renewal Period"). Either party may terminate this Agreement effective as of the last day of the Initial Period or as of the last day of any Renewal Period, upon advance notice to the other party specifically referencing this Paragraph at least thirty (30) days prior to the commencement of the upcoming Renewal Period. The Initial Period and any Renewal Period(s) shall be 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 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' notice to LICENSEE 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 results in substantial interference in SESAC's operation or a substantial increase in the cost of conducting its business.

7. REPORTING OF WORKS

On or before January 1, April 1, July 1 and October 1 of each calendar year of the Term, LICENSEE shall use commercially reasonable efforts to provide SESAC, by electronic means if possible, copies of the log, list or record of the musical compositions transmitted or scheduled to be transmitted on the Service during the previous calendar quarter. Such reports shall state: (i) the title; (ii) the record label; (iii) either a chronological list or numeric summary of the compositions performed; and (iv) either (a) the recording artist or (b) the composer and author of each composition. In the event that LICENSEE is unable to obtain all of the information set forth above, LICENSEE shall provide SESAC with as much of the information as is available.

8. MISCELLANEOUS

A. 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 subject matter hereof. If any part of this Agreement is determined 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.

B. SESAC shall have the right, upon notice to LICENSEE, to withdraw from the scope of this Agreement the right to publicly perform any Composition (or collection of Compositions) 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 (or collection of Compositions).

C. This Agreement shall not be assignable by LICENSEE without SESAC's prior written permission. Subject to the preceding sentence, this Agreement shall be binding upon and inure to the benefit of SESAC's and LICENSEE's successors and assigns, but no assignment shall relieve SESAC or LICENSEE of its respective obligations under this Agreement. LICENSEE shall notify SESAC within thirty (30) days of any change of ownership or control of LICENSEE's operations.

D. This Agreement shall not be valid until executed by an authorized signatory of SESAC. This Agreement has been read and is understood by both parties and contains their entire understanding with regard to the subject matter hereof. No waiver, addition or modification shall be valid unless in writing, executed with the same formality as this Agreement.

E. All notices required or permitted herein shall be in writing and deemed given to the other party hereto when sent to an address for such party set forth in this Agreement or such other address as such party may designate by written notice.

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

_____.

LICENSEE

SESAC

By: _____
(Signature)

By: _____
(Signature)

(Type or Print Name)

(Type or Print Name)

Title: _____

Title: _____

**Schedule "A" to the SESAC PERFORMANCE LICENSE – BACKGROUND MUSIC
AUDIO-ONLY AND PROGRAMMABLE**

1. FEE SCHEDULE/LICENSE FEE CALCULATION.

The License Fee for each License Fee Period shall equal the greater of: (i) the then-current Semi-Annual Minimum Fee and (ii) the product of the then-current Per Subscriber Fee multiplied by the number of Subscribers to the Service, as set forth on the most recently submitted License Fee Report.

2017 Fee Schedule

<u>Semi-Annual Minimum Fee</u>	<u>Per Subscriber Fee</u>
\$1,060.68	\$21.20

2. LICENSE FEE PAYMENT.

Upon the execution of this Agreement, LICENSEE shall pay the initial License Fee to SESAC which amount shall be prorated (if applicable) to reflect payment for the period from the Effective Date through the end of such License Fee Period. The License Fee for each License Fee Period thereafter shall be submitted to SESAC on or before the commencement of such License Fee Period.

3. REPORTING.

- A. Upon the execution of this Agreement, LICENSEE shall provide SESAC with a completed license fee report (each, a "License Fee Report") identifying (by name and address) each Subscriber as of the Effective Date.
- B. On or before each December 1 and June 1 following the Effective Date, LICENSEE shall provide SESAC with an updated License Fee Report identifying (by name and address) each Subscriber as of the preceding November 1 or May 1, respectively; provided, however, LICENSEE shall not be required under this Paragraph 3.B to submit any License Fee Report which would contain solely the same information as the most recently submitted License Fee Report.
- C. All reports under this Agreement shall be submitted by LICENSEE, by electronic means if possible, in Excel or similar format if applicable, to reporting@sesac.com, or by regular mail addressed to:

SESAC
Attn: Licensing Administration
35 Music Square East
Nashville, TN 37203

- D. **CERTIFICATION.** LICENSEE represents and warrants that all information which has been, or which will be, provided by LICENSEE pursuant to this Schedule "A" to be complete, true and accurate.

**SESAC MUSIC PERFORMANCE LICENSE
FOR BANQUET, MEETING AND CONFERENCE CENTERS**

This License Agreement, including any attached and referenced Schedules (the "Agreement"), is made in New York by and between SESAC LLC ("SESAC"), a Delaware limited liability company, with offices at 35 Music Square East, Nashville, TN 37203, and

LICENSEE Information			
			("LICENSEE")
<i>(Legal Entity Name)</i>			
Business Entity(select one): <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other: _____			
<i>(State of Incorporation, if applicable)</i>		<i>(Taxpayer ID #)</i>	
<i>(Street Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
<i>(Telephone #)</i>	<i>(Fax #)</i>	<i>(Email)</i>	
Billing Information			
<input type="checkbox"/> Same as LICENSEE Information			
<i>(Street Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
<i>(Telephone #)</i>	<i>(Fax #)</i>	<i>(Email)</i>	

The banquet, meeting or conference centers listed on Schedule "A" pursuant to the terms of this Agreement are referred to herein as the "Licensed Premises." Schedule "A" is attached hereto and incorporated herein.

SESAC and LICENSEE hereby mutually agree as follows:

1. GRANT OF RIGHTS

Effective as of _____ **1, 20**_____ (the "Effective Date"), and subject to the terms and conditions of this Agreement, SESAC grants to LICENSEE the non-exclusive right and license to publicly perform non-dramatic renditions of all of the musical compositions for which SESAC is authorized to license the public performance right (the "Compositions") solely on the Licensed Premises.

2. LIMITATIONS OF RIGHTS

- A. Except as specifically described in Paragraph 1, above, nothing contained herein shall be construed as permitting LICENSEE to publicly perform, transmit, re-transmit or reproduce any Composition by any means, medium, method, device or process now or hereafter known, or as permitting LICENSEE to grant any such right to others.
- B. The rights granted pursuant to Paragraph 1, above, shall exclude "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).
- C. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions: (i) which are part of a background music service originating from any location, including a Licensed Premises, which performances are authorized by SESAC pursuant to a separate license agreement, regardless of the means by which such performances are transmitted on or to such Licensed Premises, and/or (ii) by coin-operated phonorecord players ("jukeboxes"), as defined in 17 U.S.C. § 116.
- D. The authorization provided in this Agreement shall be limited to public performances made in the United States of America, its territories, possessions and the Commonwealth of Puerto Rico.
- E. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions at Concerts ("Concerts" are musical performances by an entertainer, group or performer, whose primary purpose is entertainment by the performance of music).
- F. The rights granted pursuant to Paragraph 1, above, shall exclude any portion of the Premises in which the primary purpose is serving the public as a restaurant, nightclub, tavern or gaming facility.
- G. The rights granted pursuant to Paragraph 1, above, shall exclude any hotels, motels, inns or similar establishments having more than three (3) rooms for overnight accommodations.
- H. The rights granted pursuant to Paragraph 1, above, shall exclude any portion of the Premises that is used as a retail establishment.

3. LICENSE FEE

- A. In consideration of the rights granted herein, LICENSEE shall pay to SESAC an annual license fee (each, a "License Fee") for each calendar year during the Term (each, a "License Fee Period") in accordance with Schedule "B," which is attached hereto and incorporated herein.
- B. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, upon notice to LICENSEE, to make changes to Schedule "B." In such event, LICENSEE shall have the right to terminate this Agreement as of the date such change(s) are to take effect, provided that LICENSEE gives notice to SESAC of such termination specifically referencing this Paragraph, not later than thirty (30) days after SESAC notifies LICENSEE of such change(s). For the avoidance of doubt, annual rate adjustments made pursuant to Paragraph 3.E below shall not be considered a change to Schedule "B."
- C. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, but not the obligation, to verify through independent sources any information required to be reported by LICENSEE pursuant to Schedule "B," and SESAC may adjust the License Fee(s) as may be appropriate based on information obtained from such sources.
- D. In the event SESAC is determined by any taxing authority or court 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 to LICENSEE therefor, for any such tax derived from receipts received from LICENSEE.

E. Effective each January 1 following the Effective Date, the rates set forth in the Fee Schedule shall be increased by an amount equal to the percent increase in the Consumer Price Index – All Urban Consumers (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, between the most recent October and the preceding October or five percent (5%), whichever amount is greater.

4. BREACH AND CURE; LATE PAYMENT CHARGE

A. In the event LICENSEE is in default or breach of any provision of this Agreement, including failure to make any payment when due hereunder, and LICENSEE has not cured such default or breach within thirty (30) days following SESAC's notice to LICENSEE thereof, then SESAC shall have the right to terminate this Agreement in addition to pursuing any and all other rights and/or remedies.

B. 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. SESAC shall also have the right to impose a charge of \$35.00 for each dishonored check or other form of payment. In the event SESAC incurs any expenses in connection with the collection of any amounts past due to SESAC hereunder, including but not limited to attorney's fees, LICENSEE shall be responsible for promptly paying such amounts to SESAC.

5. RIGHT OF VERIFICATION

A. LICENSEE agrees to maintain all necessary information in its books and records to allow SESAC to verify LICENSEE's reports, payments, statements and computations required by this Agreement. SESAC shall have the right, on at least ten (10) days prior written notice, to examine LICENSEE's books and records during customary business hours to such extent as may be necessary to verify any and all reports, payments, statements and computations made or required hereunder. In connection with such an examination, LICENSEE agrees to furnish all pertinent books and records, including electronic records in industry standard format, to SESAC's authorized representatives. Such books and records shall be kept by LICENSEE for at least three (3) years following any termination of this Agreement.

B. In the event an examination reveals that LICENSEE has underpaid any License Fee due SESAC, LICENSEE shall submit the additional amount due within forty-five (45) days from SESAC's written request for such payment. Should such an examination reveal that LICENSEE has underpaid SESAC any License Fee by five percent (5%) or more, LICENSEE shall pay the reasonable costs and expenses of the examination, including travel expenses.

C. SESAC's rights and LICENSEE's obligations arising from this Paragraph 5 shall survive any termination of this Agreement. SESAC agrees that any non-public information discovered by SESAC as part of any examination instituted under this Paragraph 5 shall be treated as confidential and shall not be disclosed to any third party (other than SESAC's attorneys, accountants and other professional advisors) without LICENSEE's prior written consent, except as may be required by law. SESAC's exercise of any rights under this provision shall not prejudice any of SESAC's other rights or remedies, including the right to dispute any amounts owed to SESAC under this Agreement.

6. TERM OF LICENSE

A. The term of this Agreement shall be for an initial period that commences on the Effective Date and continues for a period of twelve (12) calendar months (the "Initial Period"). Thereafter, this Agreement shall automatically continue in full force and effect for successive additional periods of twelve (12) calendar months (each, a "Renewal Period"). Either party may terminate this Agreement effective as of the last day of the Initial Period or as of the last day of any Renewal Period, upon advance notice to the other party specifically referencing this Paragraph at least thirty (30) days prior to the commencement of the upcoming Renewal Period. The Initial Period and any Renewal Period(s) shall be 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 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' notice to LICENSEE 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 results in substantial interference in SESAC's operation or a substantial increase in the cost of conducting its business.

7. MISCELLANEOUS

A. 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 subject matter hereof. If any part of this Agreement is determined 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.

B. SESAC shall have the right, upon notice to LICENSEE, to withdraw from the scope of this Agreement the right to publicly perform any Composition (or collection of Compositions) 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 (or collection of Compositions).

C. This Agreement shall not be assignable by LICENSEE without SESAC's prior written permission. Subject to the preceding sentence, this Agreement shall be binding upon and inure to the benefit of SESAC's and LICENSEE's successors and assigns, but no assignment shall relieve SESAC or LICENSEE of its respective obligations under this Agreement. LICENSEE shall notify SESAC within thirty (30) days of any change of ownership or control of LICENSEE's operations.

D. This Agreement shall not be valid until executed by an authorized signatory of SESAC. This Agreement has been read and is understood by both parties and contains their entire understanding with regard to the subject matter hereof. No waiver, addition or modification shall be valid unless in writing, executed with the same formality as this Agreement.

E. All notices required or permitted herein shall be in writing and deemed given to the other party hereto when sent to an address for such party set forth in this Agreement or such other address as such party may designate by written notice.

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

(please insert today's date)

LICENSEE

By: _____
(Signature)

(Type or Print Name)

Title: _____

SESAC

By: _____
(Signature)

(Type or Print Name)

Title: _____

Schedule “B” to the SESAC Music Performance License for Banquet, Meeting and Conference Centers

1. FEE SCHEDULE/LICENSE FEE CALCULATION.

The License Fee for each License Fee Period shall be the sum of the Premises License Fees for each Licensed Premises which shall be calculated using the most recently submitted License Fee Report. The Premises License Fee for a Licensed Premises shall be the greater of: (i) the Total Occupancy of the Licensed Premises multiplied by the Occupancy Multiplier for such Licensed Premises (as determined using the Fee Schedule), and (ii) the Minimum License Fee:

Fee Schedule for January 1, 2017 – December 31, 2017

<u>“Minimum License Fee”</u>	<u>“Number of Events”</u>	<u>“Occupancy Multiplier”</u>
\$336.00	25 or fewer	1.34
	26 – 50	2.02
	51 – 150	2.69
	151 or more	3.36

2. LICENSE FEE PAYMENT.

Upon the execution of this Agreement, LICENSEE shall pay the initial License Fee to SESAC which amount shall be prorated (if applicable) to reflect payment for the period from the Effective Date through the end of such License Fee Period. The License Fee for each License Fee Period thereafter shall be submitted to SESAC on or before the commencement of such License Fee Period.

3. REPORTING.

A. Upon the execution of this Agreement, LICENSEE shall provide SESAC with a completed license fee report in the form set forth on Schedule “C” (each, a “License Fee Report”), which is attached hereto and incorporated herein. Said License Fee Report shall identify each Licensed Premises (by name and address) and the Total Occupancy of each such Licensed Premises as of the Effective Date. In addition, the initial License Fee Report shall include the Total Number of Events in each such Licensed Premises during the applicable Reporting Period. Each such Licensed Premises will be included on Schedule “A.”

B. On or before each December 1 following the Effective Date, LICENSEE shall provide SESAC with an updated License Fee Report identifying each Licensed Premises (by name and address) and the Total Occupancy of each such Licensed Premises as of the preceding November 1. In addition, each such License Fee Report shall include the Total Number of Events in each such Licensed Premises during the applicable Reporting Period. Upon SESAC’s receipt of such License Fee Report, Schedule “A” will be updated accordingly. Notwithstanding the foregoing, LICENSEE shall not be required under this Paragraph 3.B to submit any License Fee Report which would contain solely the same information as the most recently submitted License Fee Report.

C. All reports under this Agreement shall be submitted by LICENSEE, by electronic means if possible, in Excel or similar format if applicable, to reporting@sesac.com, or by regular mail addressed to:

SESAC
Attn: Licensing Administration
35 Music Square East
Nashville, TN 37203

D. **CERTIFICATION.** LICENSEE represents and warrants that all information which has been, or which will be, provided by LICENSEE pursuant to this Schedule “B” to be complete, true and accurate.

4. DEFINITIONS.

- A. "Number of Events" means the number of Events held by LICENSEE on the applicable Licensed Premises during applicable Reporting Period.
- B. "Reporting Period" means the twelve (12) month period commencing thirteen (13) months prior to the date that the applicable License Fee Report is due; provided, however, in the event that the applicable Licensed Premises has not been in operation throughout such entire twelve (12) month period, LICENSEE good faith estimation of the number of Events which will occur during the License Fee Period shall be used.
- C. "Total Occupancy" means the maximum capacity of the applicable Licensed Premises as permitted by local ordinance.
- D. "Event" means an event on a Licensed Premises featuring public performances of music, including without limitation sales and training meetings, company holiday parties, business anniversary parties, corporate reunions, auctions, monthly meetings, business functions, awards banquets, association or group meetings, training sessions or presentations, consumer shows, trade shows, holiday parties or similar events presented at a Licensed Premises.

SESAC MUSIC PERFORMANCE LICENSE FOR BOWLING CENTERS

This License Agreement, including any attached and referenced Schedules (the "Agreement"), is made in New York by and between SESAC LLC ("SESAC"), a Delaware limited liability company, with offices at 35 Music Square East, Nashville, TN 37203, and

LICENSEE Information			
("LICENSEE")			
<i>(Legal Entity Name)</i>			
Business Entity(select one): <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other: _____			
<i>(State of Incorporation, if applicable)</i>		<i>(Taxpayer ID #)</i>	
<i>(Street Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
<i>(Telephone #)</i>	<i>(Fax #)</i>	<i>(Email)</i>	
Billing Information			
<input type="checkbox"/> Same as LICENSEE Information			
<i>(Street Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
<i>(Telephone #)</i>	<i>(Fax #)</i>	<i>(Email)</i>	

The bowling centers listed on Schedule "A" pursuant to the terms of this Agreement are referred to herein as the "Licensed Premises." Schedule "A" is attached hereto and incorporated herein.

SESAC and LICENSEE hereby mutually agree as follows:

1. GRANT OF RIGHTS

Effective as of _____ **1, 20** _____ (the "Effective Date"), and subject to the terms and conditions of this Agreement, SESAC grants to LICENSEE the non-exclusive right and license to publicly perform non-dramatic renditions of all of the musical compositions for which SESAC is authorized to license the public performance right (the "Compositions") solely on the Licensed Premises.

2. LIMITATIONS OF RIGHTS

- A. Except as specifically described in Paragraph 1, above, nothing contained herein shall be construed as permitting LICENSEE to publicly perform, transmit, re-transmit or reproduce any Composition by any means, medium, method, device or process now or hereafter known, or as permitting LICENSEE to grant any such right to others.
- B. The rights granted pursuant to Paragraph 1, above, shall exclude "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).
- C. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions: (i) which are part of a background music service originating from any location, including a Licensed Premises, which performances are authorized by SESAC pursuant to a separate license agreement, regardless of the means by which such performances are transmitted on or to such Licensed Premises, and/or (ii) by coin-operated phonorecord players ("jukeboxes"), as defined in 17 U.S.C. § 116.
- D. The authorization provided in this Agreement shall be limited to public performances made in the United States of America, its territories, possessions and the Commonwealth of Puerto Rico.

3. LICENSE FEE

- A. In consideration of the rights granted herein, LICENSEE shall pay to SESAC an annual license fee (each, a "License Fee") for each calendar year during the Term (each, a "License Fee Period") in accordance with Schedule "B," which is attached hereto and incorporated herein.
- B. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, upon notice to LICENSEE, to make changes to Schedule "B." In such event, LICENSEE shall have the right to terminate this Agreement as of the date such change(s) are to take effect, provided that LICENSEE gives notice to SESAC of such termination specifically referencing this Paragraph, not later than thirty (30) days after SESAC notifies LICENSEE of such change(s). For the avoidance of doubt, annual rate adjustments made pursuant to Paragraph 3.E below shall not be considered a change to Schedule "B."
- C. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, but not the obligation, to verify through independent sources any information required to be reported by LICENSEE pursuant to Schedule "B," and SESAC may adjust the License Fee(s) as may be appropriate based on information obtained from such sources.
- D. In the event SESAC is determined by any taxing authority or court 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 to LICENSEE therefor, for any such tax derived from receipts received from LICENSEE.
- E. Effective each January 1 following the Effective Date, the rates set forth in the Fee Schedule shall be increased by an amount equal to the percent increase in the Consumer Price Index – All Urban Consumers (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, between the most recent October and the preceding October or five percent (5%), whichever amount is greater.

4. BREACH AND CURE; LATE PAYMENT CHARGE

A. In the event LICENSEE is in default or breach of any provision of this Agreement, including failure to make any payment when due hereunder, and LICENSEE has not cured such default or breach within thirty (30) days following SESAC's notice to LICENSEE thereof, then SESAC shall have the right to terminate this Agreement in addition to pursuing any and all other rights and/or remedies.

B. 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. SESAC shall also have the right to impose a charge of \$35.00 for each dishonored check or other form of payment. In the event SESAC incurs any expenses in connection with the collection of any amounts past due to SESAC hereunder, including but not limited to attorney's fees, LICENSEE shall be responsible for promptly paying such amounts to SESAC.

5. INTENTIONALLY OMITTED

6. TERM OF LICENSE

A. The term of this Agreement shall be for an initial period that commences on the Effective Date and continues for a period of twelve (12) calendar months (the "Initial Period"). Thereafter, this Agreement shall automatically continue in full force and effect for successive additional periods of twelve (12) calendar months (each, a "Renewal Period"). Either party may terminate this Agreement effective as of the last day of the Initial Period or as of the last day of any Renewal Period, upon advance notice to the other party specifically referencing this Paragraph at least thirty (30) days prior to the commencement of the upcoming Renewal Period. The Initial Period and any Renewal Period(s) shall be 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 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' notice to LICENSEE 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 results in substantial interference in SESAC's operation or a substantial increase in the cost of conducting its business.

7. MISCELLANEOUS

A. 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 subject matter hereof. If any part of this Agreement is determined 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.

B. SESAC shall have the right, upon notice to LICENSEE, to withdraw from the scope of this Agreement the right to publicly perform any Composition (or collection of Compositions) 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 (or collection of Compositions).

C. This Agreement shall not be assignable by LICENSEE without SESAC's prior written permission. Subject to the preceding sentence, this Agreement shall be binding upon and inure to the benefit of SESAC's and LICENSEE's successors and assigns, but no assignment shall relieve SESAC or LICENSEE of its respective obligations under this Agreement. LICENSEE shall notify SESAC within thirty (30) days of any change of ownership or control of LICENSEE's operations.

D. This Agreement shall not be valid until executed by an authorized signatory of SESAC. This Agreement has been read and is understood by both parties and contains their entire understanding with regard to the subject matter hereof. No waiver, addition or modification shall be valid unless in writing, executed with the same formality as this Agreement.

E. All notices required or permitted herein shall be in writing and deemed given to the other party hereto when sent to an address for such party set forth in this Agreement or such other address as such party may designate by written notice.

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

_____.
(please insert today's date)

LICENSEE

By: _____
(Signature)

(Type or Print Name)

Title: _____

SESAC

By: _____
(Signature)

(Type or Print Name)

Title: _____

Schedule "B" to the SESAC Music Performance License for Bowling Centers

1. LICENSE FEE CALCULATION.

The License Fee for each License Fee Period shall be the sum of the Premises License Fees for each Licensed Premises identified on the most recently submitted License Fee Report. The "Premises License Fee" for a Licensed Premises shall be the greater of: (i) the Per Lane License Fee multiplied by the number of bowling lanes in such Licensed Premises and (ii) the Minimum License Fee.

Fee Schedule for January 1, 2017 – December 31, 2017

\$18.86 per lane (the "Per Lane License Fee")
Minimum License Fee per bowling center of \$263.00

2. LICENSE FEE PAYMENT.

Upon the execution of this Agreement, LICENSEE shall pay the initial License Fee to SESAC which amount shall be prorated (if applicable) to reflect payment for the period from the Effective Date through the end of such License Fee Period. The License Fee for each License Fee Period thereafter shall be submitted to SESAC on or before the commencement of such License Fee Period.

3. REPORTING.

A. Upon the execution of this Agreement, LICENSEE shall provide SESAC with a completed license fee report in the form set forth on Schedule "A" (each, a "License Fee Report"). Said License Fee Report shall identify each Licensed Premises (by name and address) and the total number of bowling lanes in each such Licensed Premises as of the Effective Date.

B. On or before each December 1 following the Effective Date, LICENSEE shall provide SESAC with an updated License Fee Report identifying each Licensed Premises (by name and address) and the total number of bowling lanes in each such Licensed Premises as of the preceding November 1; and, upon SESAC's receipt of such License Fee Report, Schedule "A" will be deemed amended accordingly. Notwithstanding the foregoing, LICENSEE shall not be required under this Paragraph 3.B to submit any License Fee Report which would contain solely the same information as the most recently submitted License Fee Report.

C. All reports under this Agreement shall be submitted by LICENSEE, by electronic means if possible, in Excel or similar format if applicable, to reporting@sesac.com, or by regular mail addressed to:

SESAC
Attn: Licensing Administration
35 Music Square East
Nashville, TN 37203

D. **CERTIFICATION.** LICENSEE represents and warrants that all information which has been, or which will be, provided by LICENSEE pursuant to this Schedule "B" to be complete, true and accurate.

SESAC MUSIC PERFORMANCE LICENSE FOR BUSES AND MOTOR COACHES

This License Agreement, including any attached and referenced Schedules (the "Agreement"), is made in New York by and between SESAC LLC ("SESAC"), a Delaware limited liability company, with offices at 35 Music Square East, Nashville, TN 37203, and

LICENSEE Information			
("LICENSEE")			
<i>(Legal Entity Name)</i>			
Business Entity(select one): <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other: _____			
<i>(State of Incorporation, if applicable)</i>		<i>(Taxpayer ID #)</i>	
<i>(Street Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
<i>(Telephone #)</i>	<i>(Fax #)</i>	<i>(Email)</i>	
Billing Information			
<input type="checkbox"/> Same as LICENSEE Information			
<i>(Street Address)</i>		<i>(City)</i>	
<i>(Telephone #)</i>		<i>(Fax #)</i>	
<i>(State)</i>		<i>(Zip)</i>	
<i>(Email)</i>			

Each vehicle serviced, owned or operated by the bus or motor coach company for which the above supplied information applies is referred to herein as a "Premises."

SESAC and LICENSEE hereby mutually agree as follows:

1. GRANT OF RIGHTS

Effective as of _____ **1, 20** _____ (the "Effective Date"), and subject to the terms and conditions of this Agreement, SESAC grants to LICENSEE the non-exclusive right and license to publicly perform non-dramatic renditions of all of the musical compositions for which SESAC is authorized to license the public performance right (the "Compositions") solely on the Premises.

2. LIMITATIONS OF RIGHTS

- A. Except as specifically described in Paragraph 1, above, nothing contained herein shall be construed as permitting LICENSEE to publicly perform, transmit, re-transmit or reproduce any Composition by any means, medium, method, device or process now or hereafter known, or as permitting LICENSEE to grant any such right to others.
- B. The rights granted pursuant to Paragraph 1, above, shall exclude "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).
- C. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions: (i) which are part of a background music service originating from any location, including a Premises, which performances are authorized by SESAC pursuant to a separate license agreement, regardless of the means by which such performances are transmitted on or to such Premises, and/or (ii) by coin-operated phonorecord players ("jukeboxes"), as defined in 17 U.S.C. § 116.
- D. The authorization provided in this Agreement shall be limited to public performances made in the United States of America, its territories, possessions and the Commonwealth of Puerto Rico.

3. LICENSE FEE

- A. In consideration of the rights granted herein, LICENSEE shall pay to SESAC an annual license fee (each, a "License Fee") for each calendar year during the Term (each, a "License Fee Period") in accordance with Schedule "A," which is attached hereto and incorporated herein.
- B. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, upon notice to LICENSEE, to make changes to Schedule "A." In such event, LICENSEE shall have the right to terminate this Agreement as of the date such change(s) are to take effect, provided that LICENSEE gives notice to SESAC of such termination specifically referencing this Paragraph, not later than thirty (30) days after SESAC notifies LICENSEE of such change(s). For the avoidance of doubt, annual rate adjustments made pursuant to Paragraph 3.E below shall not be considered a change to Schedule "A."
- C. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, but not the obligation, to verify through independent sources any information required to be reported by LICENSEE pursuant to Schedule "A," and SESAC may adjust the License Fee(s) as may be appropriate based on information obtained from such sources.
- D. In the event SESAC is determined by any taxing authority or court 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 to LICENSEE therefor, for any such tax derived from receipts received from LICENSEE.
- E. Effective each January 1 following the Effective Date, the rates set forth in the Fee Schedule shall be increased by an amount equal to the percent increase in the Consumer Price Index – All Urban Consumers (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, between the most recent October and the preceding October or five percent (5%), whichever amount is greater.

4. BREACH AND CURE; LATE PAYMENT CHARGE

- A. In the event LICENSEE is in default or breach of any provision of this Agreement, including failure to make any payment when due hereunder, and LICENSEE has not cured such default or breach within thirty (30) days following SESAC's notice to LICENSEE thereof, then SESAC shall have the right to terminate this Agreement in addition to pursuing any and all other rights and/or remedies.

B. 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. SESAC shall also have the right to impose a charge of \$35.00 for each dishonored check or other form of payment. In the event SESAC incurs any expenses in connection with the collection of any amounts past due to SESAC hereunder, including but not limited to attorney's fees, LICENSEE shall be responsible for promptly paying such amounts to SESAC.

5. RIGHT OF VERIFICATION

A. LICENSEE agrees to maintain all necessary information in its books and records to allow SESAC to verify LICENSEE's reports, payments, statements and computations required by this Agreement. SESAC shall have the right, on at least ten (10) days prior written notice, to examine LICENSEE's books and records during customary business hours to such extent as may be necessary to verify any and all reports, payments, statements and computations made or required hereunder. In connection with such an examination, LICENSEE agrees to furnish all pertinent books and records, including electronic records in industry standard format, to SESAC's authorized representatives. Such books and records shall be kept by LICENSEE for at least three (3) years following any termination of this Agreement.

B. In the event an examination reveals that LICENSEE has underpaid any License Fee due SESAC, LICENSEE shall submit the additional amount due within forty-five (45) days from SESAC's written request for such payment. Should such an examination reveal that LICENSEE has underpaid SESAC any License Fee by five percent (5%) or more, LICENSEE shall pay the reasonable costs and expenses of the examination, including travel expenses.

C. SESAC's rights and LICENSEE's obligations arising from this Paragraph 5 shall survive any termination of this Agreement. SESAC agrees that any non-public information discovered by SESAC as part of any examination instituted under this Paragraph 5 shall be treated as confidential and shall not be disclosed to any third party (other than SESAC's attorneys, accountants and other professional advisors) without LICENSEE's prior written consent, except as may be required by law. SESAC's exercise of any rights under this provision shall not prejudice any of SESAC's other rights or remedies, including the right to dispute any amounts owed to SESAC under this Agreement.

6. TERM OF LICENSE

A. The term of this Agreement shall be for an initial period that commences on the Effective Date and continues for a period of twelve (12) calendar months (the "Initial Period"). Thereafter, this Agreement shall automatically continue in full force and effect for successive additional periods of twelve (12) calendar months (each, a "Renewal Period"). Either party may terminate this Agreement effective as of the last day of the Initial Period or as of the last day of any Renewal Period, upon advance notice to the other party specifically referencing this Paragraph at least thirty (30) days prior to the commencement of the upcoming Renewal Period. The Initial Period and any Renewal Period(s) shall be 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 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' notice to LICENSEE 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 results in substantial interference in SESAC's operation or a substantial increase in the cost of conducting its business.

7. MISCELLANEOUS

A. 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 subject matter hereof. If any part of this Agreement is determined 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.

B. SESAC shall have the right, upon notice to LICENSEE, to withdraw from the scope of this Agreement the right to publicly perform any Composition (or collection of Compositions) 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 (or collection of Compositions).

C. This Agreement shall not be assignable by LICENSEE without SESAC's prior written permission. Subject to the preceding sentence, this Agreement shall be binding upon and inure to the benefit of SESAC's and LICENSEE's successors and assigns, but no assignment shall relieve SESAC or LICENSEE of its respective obligations under this Agreement. LICENSEE shall notify SESAC within thirty (30) days of any change of ownership or control of LICENSEE's operations.

D. This Agreement shall not be valid until executed by an authorized signatory of SESAC. This Agreement has been read and is understood by both parties and contains their entire understanding with regard to the subject matter hereof. No waiver, addition or modification shall be valid unless in writing, executed with the same formality as this Agreement.

E. All notices required or permitted herein shall be in writing and deemed given to the other party hereto when sent to an address for such party set forth in this Agreement or such other address as such party may designate by written notice.

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

_____.

(please insert today's date)

LICENSEE

SESAC

By: _____
(Signature)

By: _____
(Signature)

(Type or Print Name)

(Type or Print Name)

Title: _____

Title: _____

**Schedule "A" to the SESAC Music Performance License for
Buses and Motor Coaches**

1. FEE SCHEDULE/LICENSE FEE CALCULATION.

The License Fee for each License Fee Period shall be the sum of the Premises License Fees for each Premises, as reported in the most recently submitted License Fee Report. The "Premises License Fee" for a Premises shall be determined by applying the number of seats on such Premises to the Fee Schedule (the most current version of which is set forth below).

Annual License Fee per Vehicle for Calendar Year 2017

Vehicles Having:	License Fee Per Vehicle
25 or fewer seats	\$168
26 or more seats	\$251

2. LICENSE FEE PAYMENT.

A. Upon the execution of this Agreement, LICENSEE shall make an initial License Fee payment equal to the License Fee for the initial License Fee Period, prorated (if applicable) to reflect payment for the period from the Effective Date through the end of the initial billing period (as set forth in Paragraph 2.B, below) during the Term.

B. Subject to Paragraph 3.B below, LICENSEE shall make subsequent License Fee payments equal to the License Fee for the License Fee Period concerned, prorated (if applicable) to reflect the billing period concerned (as selected below – if no selection is made, Paragraph 2.B.(a) shall apply), as follows:

_____ (a) annually in one (1) payment, on or before January 1 of a particular calendar year, for the billing period of January 1 through December 31 of such year; or

_____ (b) semi-annually in two (2) equal installments on or before January 1 of a particular calendar year, for the billing period of January 1 through June 30 of such year; and on or before July 1 of such year, for the billing period of July 1 through December 31 of such year.

3. REPORTING.

A. Upon the execution of this Agreement, LICENSEE shall provide to SESAC a completed license fee report in the form attached hereto as Schedule "B" (each, a "License Fee Report"), which is incorporated herein, for each Premises as of the Effective Date. Said License Fee Report shall contain the number of Premises with 25 or fewer seats and the number of Premises with 26 or more seats, in each case, as of the Effective Date.

B. On or before each December 1 during the Term following the Effective Date, LICENSEE shall provide to SESAC an updated License Fee Report containing the number of Premises with 25 or fewer seats and the number of Premises with 26 or more seats, in each case, as of the preceding November 1; provided, however, LICENSEE shall not be required under this Paragraph 3.B to submit any License Fee Report which would contain solely the same information as the most recently submitted License Fee Report.

C. All reports under this Agreement shall be submitted by LICENSEE, by electronic means if possible, in Excel or similar format (if applicable) to reporting@sesac.com, or by regular mail addressed to:

SESAC
35 Music Square East
Nashville, TN 37203

D. **CERTIFICATION.** LICENSEE represents and warrants that all information which has been, or which will be, provided by LICENSEE pursuant to this Schedule "A" to be complete, true and accurate.

**Schedule "B" to the SESAC Music Performance License for
Buses and Motor Coaches
License Fee Report Form**

<u>Vehicles having 25 or fewer seats</u>	
<u>Vehicles having 26 or more seats</u>	

Information applicable as of: _____

SESAC MUSIC PERFORMANCE LICENSE FOR COMPETITIONS/SHOWS

This License Agreement, including any attached and referenced Schedules (the "Agreement"), is made in New York by and between SESAC LLC ("SESAC"), a Delaware limited liability company, with offices at 35 Music Square East, Nashville, TN 37203, and

LICENSEE Information			
("LICENSEE")			
<i>(Legal Entity Name)</i>			
Business Entity(select one): <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other: _____			
<i>(State of Incorporation, if applicable)</i>		<i>(Taxpayer ID #)</i>	
<i>(Street Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
<i>(Telephone #)</i>	<i>(Fax #)</i>	<i>(Email)</i>	
Billing Information			
<input type="checkbox"/> Same as LICENSEE Information			
<i>(Street Address)</i>		<i>(City)</i>	
<i>(Telephone #)</i>		<i>(Fax #)</i>	
<i>(State)</i>		<i>(Zip)</i>	
<i>(Email)</i>		<i>(Email)</i>	

A competition/show, which is reported to SESAC in accordance with the terms of this Agreement is referred to herein as a "Competition;" and solely during the occurrence of a Competition, the physical location thereof is referred to herein as the "Premises."

SESAC and LICENSEE hereby mutually agree as follows:

1. GRANT OF RIGHTS

Effective as of _____ **1, 20**_____ (the "Effective Date"), and subject to the terms and conditions of this Agreement, SESAC grants to LICENSEE the non-exclusive right and license to publicly perform non-dramatic renditions of all of the musical compositions for which SESAC is authorized to license the public performance right (the "Compositions") solely on the Premises.

2. LIMITATIONS OF RIGHTS

- A. Except as specifically described in Paragraph 1, above, nothing contained herein shall be construed as permitting LICENSEE to publicly perform, transmit, re-transmit or reproduce any Composition by any means, medium, method, device or process now or hereafter known, or as permitting LICENSEE to grant any such right to others.
- B. The rights granted pursuant to Paragraph 1, above, shall exclude "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).
- C. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions: (i) which are part of a background music service originating from any location, including a Premises, which performances are authorized by SESAC pursuant to a separate license agreement, regardless of the means by which such performances are transmitted on or to such Premises, and/or (ii) by coin-operated phonorecord players ("jukeboxes"), as defined in 17 U.S.C. § 116.
- D. The authorization provided in this Agreement shall be limited to public performances made in the United States of America, its territories, possessions and the Commonwealth of Puerto Rico.
- E. The rights granted pursuant to Paragraph 1, above, shall exclude Sporting Events. "Sporting Events" are professional, semi-professional, major or minor league athletic competitions.
- F. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions at Concerts ("Concerts" are musical performances by an entertainer, group or performer, whose primary purpose is entertainment by the performance of music).

3. LICENSE FEE

- A. In consideration of the rights granted herein, LICENSEE shall pay to SESAC a license fee (each, a "License Fee") for each calendar year during the Term (each, a "License Fee Period") in accordance with Schedule "A," which is attached hereto and incorporated herein.
- B. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, upon notice to LICENSEE, to make changes to Schedule "A." In such event, LICENSEE shall have the right to terminate this Agreement as of the date such change(s) are to take effect, provided that LICENSEE gives notice to SESAC of such termination specifically referencing this Paragraph, not later than thirty (30) days after SESAC notifies LICENSEE of such change(s). For the avoidance of doubt, annual rate adjustments made pursuant to Paragraph 3.E below shall not be considered a change to Schedule "A."
- C. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, but not the obligation, to verify through independent sources any information required to be reported by LICENSEE pursuant to Schedule "A," and SESAC may adjust the License Fee(s) as may be appropriate based on information obtained from such sources.
- D. In the event SESAC is determined by any taxing authority or court 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 to LICENSEE therefor, for any such tax derived from receipts received from LICENSEE.
- E. Effective each January 1 following the Effective Date, the rates set forth in the Fee Schedule shall be increased by an amount equal to the percent increase in the Consumer Price Index – All Urban Consumers (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, between the most recent October and the preceding October or five percent (5%), whichever amount is greater.

4. BREACH AND CURE; LATE PAYMENT CHARGE

A. In the event LICENSEE is in default or breach of any provision of this Agreement, including failure to make any payment when due hereunder, and LICENSEE has not cured such default or breach within thirty (30) days following SESAC's notice to LICENSEE thereof, then SESAC shall have the right to terminate this Agreement in addition to pursuing any and all other rights and/or remedies.

B. 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. SESAC shall also have the right to impose a charge of \$35.00 for each dishonored check or other form of payment. In the event SESAC incurs any expenses in connection with the collection of any amounts past due to SESAC hereunder, including but not limited to attorney's fees, LICENSEE shall be responsible for promptly paying such amounts to SESAC.

5. RIGHT OF VERIFICATION

A. LICENSEE agrees to maintain all necessary information in its books and records to allow SESAC to verify LICENSEE's reports, payments, statements and computations required by this Agreement. SESAC shall have the right, on at least ten (10) days prior written notice, to examine LICENSEE's books and records during customary business hours to such extent as may be necessary to verify any and all reports, payments, statements and computations made or required hereunder. In connection with such an examination, LICENSEE agrees to furnish all pertinent books and records, including electronic records in industry standard format, to SESAC's authorized representatives. Such books and records shall be kept by LICENSEE for at least three (3) years following any termination of this Agreement.

B. In the event an examination reveals that LICENSEE has underpaid any License Fee due SESAC, LICENSEE shall submit the additional amount due within forty-five (45) days from SESAC's written request for such payment. Should such an examination reveal that LICENSEE has underpaid SESAC any License Fee by five percent (5%) or more, LICENSEE shall pay the reasonable costs and expenses of the examination, including travel expenses.

C. SESAC's rights and LICENSEE's obligations arising from this Paragraph 5 shall survive any termination of this Agreement. SESAC agrees that any non-public information discovered by SESAC as part of any examination instituted under this Paragraph 5 shall be treated as confidential and shall not be disclosed to any third party (other than SESAC's attorneys, accountants and other professional advisors) without LICENSEE's prior written consent, except as may be required by law. SESAC's exercise of any rights under this provision shall not prejudice any of SESAC's other rights or remedies, including the right to dispute any amounts owed to SESAC under this Agreement.

6. TERM OF LICENSE

A. The term of this Agreement shall be for an initial period that commences on the Effective Date and continues for a period of twelve (12) calendar months (the "Initial Period"). Thereafter, this Agreement shall automatically continue in full force and effect for successive additional periods of twelve (12) calendar months (each, a "Renewal Period"). Either party may terminate this Agreement effective as of the last day of the Initial Period or as of the last day of any Renewal Period, upon advance notice to the other party specifically referencing this Paragraph at least thirty (30) days prior to the commencement of the upcoming Renewal Period. The Initial Period and any Renewal Period(s) shall be 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 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' notice to LICENSEE 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 results in substantial interference in SESAC's operation or a substantial increase in the cost of conducting its business.

7. MISCELLANEOUS

A. 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 subject matter hereof. If any part of this Agreement is determined 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.

B. SESAC shall have the right, upon notice to LICENSEE, to withdraw from the scope of this Agreement the right to publicly perform any Composition (or collection of Compositions) 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 (or collection of Compositions).

C. This Agreement shall not be assignable by LICENSEE without SESAC's prior written permission. Subject to the preceding sentence, this Agreement shall be binding upon and inure to the benefit of SESAC's and LICENSEE's successors and assigns, but no assignment shall relieve SESAC or LICENSEE of its respective obligations under this Agreement. LICENSEE shall notify SESAC within thirty (30) days of any change of ownership or control of LICENSEE's operations.

D. This Agreement shall not be valid until executed by an authorized signatory of SESAC. This Agreement has been read and is understood by both parties and contains their entire understanding with regard to the subject matter hereof. No waiver, addition or modification shall be valid unless in writing, executed with the same formality as this Agreement.

E. All notices required or permitted herein shall be in writing and deemed given to the other party hereto when sent to an address for such party set forth in this Agreement or such other address as such party may designate by written notice.

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

_____.
(please insert today's date)

LICENSEE

SESAC

By: _____
(Signature)

By: _____
(Signature)

(Type or Print Name)

(Type or Print Name)

Title: _____

Title: _____

Schedule "A" to the SESAC Music Performance License for Competitions/Shows

1. LICENSE FEE CALCULATION/FEE SCHEDULE.

The License Fee for each License Fee Period shall be calculated by applying LICENSEE's annual attendance, as set forth on the most recently submitted License Fee Report, to the Fee Schedule for such License Fee Period.

Annual Attendance	2017 Annual License Fee
1-250	\$40
251-500	\$106
501-1,000	\$188
1,001-5,000	\$569
5,001-10,000	\$879
10,001-15,000	\$1,062
15,001-25,000	\$1,244
25,001-40,000	\$1,427
40,001-60,000	\$1,670
60,001-100,000	\$1,915
100,001 and above	\$2,117 + \$.0197 per attendee above 100,000

2. LICENSE FEE PAYMENT.

A. Upon the execution of this Agreement, LICENSEE shall submit to SESAC a License Fee for the initial License Fee Period. The License Fee for each License Fee Period thereafter shall be submitted on or before the March 1 within such License Fee Period.

3. REPORTING.

A. Upon execution of this Agreement, LICENSEE shall provide SESAC with a license fee report (each, a "License Fee Report") setting forth the name and location of each Competition that will occur during the initial License Fee Period and LICENSEE's good-faith estimate of the aggregate attendance in connection with such Competitions.

B. On or before each January 31 following the Effective Date, LICENSEE shall provide SESAC with an updated License Fee Report setting forth: (i) the name and location of each Competition that will occur during such License Fee Period and (ii) the aggregate attendance in connection with LICENSEE's Competitions during the preceding License Fee Period; provided, however, LICENSEE shall not be required to submit a License Fee Report if the annual attendance to otherwise be reported would fall within the same annual attendance range as the annual attendance reported on the most recently submitted License Fee Report.

C. All reports under this Agreement shall be submitted by LICENSEE, by electronic means if possible, in Excel or similar format if applicable, to reporting@sesac.com, or by regular mail addressed to:

SESAC
35 Music Square East
Nashville, TN 37203

D. **CERTIFICATION.** LICENSEE represents and warrants that all information which has been, or which will be, provided by LICENSEE pursuant to this Schedule "A" to be complete, true and accurate.

SESAC MUSIC PERFORMANCE LICENSE FOR COUNTRY CLUBS

This License Agreement, including any attached and referenced Schedules (the "Agreement"), is made in New York by and between SESAC LLC ("SESAC"), a Delaware limited liability company, with offices at 35 Music Square East, Nashville, TN 37203, and

LICENSEE Information			
			("LICENSEE")
<i>(Legal Entity Name)</i>			
Business Entity(select one): <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other: _____			
<i>(State of Incorporation, if applicable)</i>		<i>(Taxpayer ID #)</i>	
<i>(Street Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
<i>(Telephone #)</i>	<i>(Fax #)</i>	<i>(Email)</i>	
Licensed Location Information			
<input type="checkbox"/> Same as LICENSEE Information			
<i>(Establishment Name)</i>			
<i>(Street Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
<i>(Telephone #)</i>	<i>(Fax #)</i>	<i>(Email)</i>	
<i>(Universal Resource Locator ("URL"))</i>			
Billing Information			
<input type="checkbox"/> Same as LICENSEE Information			
<i>(Street Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
<i>(Telephone #)</i>	<i>(Fax #)</i>	<i>(Email)</i>	

The country club, yacht club or similar facility for which the above supplied information applies is referred to herein as the "Premises."

SESAC and LICENSEE hereby mutually agree as follows:

1. GRANT OF RIGHTS

Effective as of _____ **1, 20** _____ (the "Effective Date"), and subject to the terms and conditions of this Agreement, SESAC grants to LICENSEE the non-exclusive right and license to publicly perform non-dramatic renditions of all of the musical compositions for which SESAC is authorized to license the public performance right (the "Compositions") solely on the Premises.

2. LIMITATIONS OF RIGHTS

- A. Except as specifically described in Paragraph 1, above, nothing contained herein shall be construed as permitting LICENSEE to publicly perform, transmit, re-transmit or reproduce any Composition by any means, medium, method, device or process now or hereafter known, or as permitting LICENSEE to grant any such right to others.
- B. The rights granted pursuant to Paragraph 1, above, shall exclude "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).
- C. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions: (i) which are part of a background music service originating from any location, including the Premises, which performances are authorized by SESAC pursuant to a separate license agreement, regardless of the means by which such performances are transmitted on or to the Premises, and/or (ii) by coin-operated phonorecord players ("jukeboxes"), as defined in 17 U.S.C. § 116.
- D. The authorization provided in this Agreement shall be limited to public performances made in the United States of America, its territories, possessions and the Commonwealth of Puerto Rico.

3. LICENSE FEE

- A. In consideration of the rights granted herein, LICENSEE shall pay to SESAC an annual license fee (each, a "License Fee") for each calendar year during the Term (each, a "License Fee Period") in accordance with Schedule "A," which is attached hereto and incorporated herein.
- B. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, upon notice to LICENSEE, to make changes to Schedule "A." In such event, LICENSEE shall have the right to terminate this Agreement as of the date such change(s) are to take effect, provided that LICENSEE gives notice to SESAC of such termination specifically referencing this Paragraph, not later than thirty (30) days after SESAC notifies LICENSEE of such change(s). For the avoidance of doubt, annual rate adjustments made pursuant to Paragraph 3.E below shall not be considered a change to Schedule "A."
- C. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, but not the obligation, to verify through independent sources any information required to be reported by LICENSEE pursuant to Schedule "A," and SESAC may adjust the License Fee(s) as may be appropriate based on information obtained from such sources.
- D. In the event SESAC is determined by any taxing authority or court 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 to LICENSEE therefor, for any such tax derived from receipts received from LICENSEE.
- E. Effective each January 1 following the Effective Date, the rates set forth in the Fee Schedule shall be increased by an amount equal to the percent increase in the Consumer Price Index – All Urban Consumers (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, between the most recent October and the preceding October or five percent (5%), whichever amount is greater.

4. BREACH AND CURE; LATE PAYMENT CHARGE

- A. In the event LICENSEE is in default or breach of any provision of this Agreement, including failure to make any payment when due hereunder, and LICENSEE has not cured such default or breach within thirty (30) days following SESAC's notice to LICENSEE thereof, then SESAC shall have the right to terminate this Agreement in addition to pursuing any and all other rights and/or remedies.

B. 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. SESAC shall also have the right to impose a charge of \$35.00 for each dishonored check or other form of payment. In the event SESAC incurs any expenses in connection with the collection of any amounts past due to SESAC hereunder, including but not limited to attorney's fees, LICENSEE shall be responsible for promptly paying such amounts to SESAC.

5. RIGHT OF VERIFICATION

A. LICENSEE agrees to maintain all necessary information in its books and records to allow SESAC to verify LICENSEE's reports, payments, statements and computations required by this Agreement. SESAC shall have the right, on at least ten (10) days prior written notice, to examine LICENSEE's books and records during customary business hours to such extent as may be necessary to verify any and all reports, payments, statements and computations made or required hereunder. In connection with such an examination, LICENSEE agrees to furnish all pertinent books and records, including electronic records in industry standard format, to SESAC's authorized representatives. Such books and records shall be kept by LICENSEE for at least three (3) years following any termination of this Agreement.

B. In the event an examination reveals that LICENSEE has underpaid any License Fee due SESAC, LICENSEE shall submit the additional amount due within forty-five (45) days from SESAC's written request for such payment. Should such an examination reveal that LICENSEE has underpaid SESAC any License Fee by five percent (5%) or more, LICENSEE shall pay the reasonable costs and expenses of the examination, including travel expenses.

C. SESAC's rights and LICENSEE's obligations arising from this Paragraph 5 shall survive any termination of this Agreement. SESAC agrees that any non-public information discovered by SESAC as part of any examination instituted under this Paragraph 5 shall be treated as confidential and shall not be disclosed to any third party (other than SESAC's attorneys, accountants and other professional advisors) without LICENSEE's prior written consent, except as may be required by law. SESAC's exercise of any rights under this provision shall not prejudice any of SESAC's other rights or remedies, including the right to dispute any amounts owed to SESAC under this Agreement.

6. TERM OF LICENSE

A. The term of this Agreement shall be for an initial period that commences on the Effective Date and continues for a period of twelve (12) calendar months (the "Initial Period"). Thereafter, this Agreement shall automatically continue in full force and effect for successive additional periods of twelve (12) calendar months (each, a "Renewal Period"). Either party may terminate this Agreement effective as of the last day of the Initial Period or as of the last day of any Renewal Period, upon advance notice to the other party specifically referencing this Paragraph at least thirty (30) days prior to the commencement of the upcoming Renewal Period. The Initial Period and any Renewal Period(s) shall be 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 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' notice to LICENSEE 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 results in substantial interference in SESAC's operation or a substantial increase in the cost of conducting its business.

7. MISCELLANEOUS

A. 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 subject matter hereof. If any part of this Agreement is determined 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.

B. SESAC shall have the right, upon notice to LICENSEE, to withdraw from the scope of this Agreement the right to publicly perform any Composition (or collection of Compositions) 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 (or collection of Compositions).

C. This Agreement shall not be assignable by LICENSEE without SESAC's prior written permission. Subject to the preceding sentence, this Agreement shall be binding upon and inure to the benefit of SESAC's and LICENSEE's successors and assigns, but no assignment shall relieve SESAC or LICENSEE of its respective obligations under this Agreement. LICENSEE shall notify SESAC within thirty (30) days of any change of ownership or control of LICENSEE's operations.

D. This Agreement shall not be valid until executed by an authorized signatory of SESAC. This Agreement has been read and is understood by both parties and contains their entire understanding with regard to the subject matter hereof. No waiver, addition or modification shall be valid unless in writing, executed with the same formality as this Agreement.

E. All notices required or permitted herein shall be in writing and deemed given to the other party hereto when sent to an address for such party set forth in this Agreement or such other address as such party may designate by written notice.

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

_____.

(please insert today's date)

LICENSEE

SESAC

By: _____
(Signature)

By: _____
(Signature)

(Type or Print Name)

(Type or Print Name)

Title: _____

Title: _____

Schedule "A" to the SESAC Music Performance License for Country Clubs

1. FEE SCHEDULE/LICENSE FEE CALCULATION.

The License Fee for each License Fee Period shall be calculated by applying to the Fee Schedule below the Total Number of Members reported in the most recently submitted License Fee Report (as defined below).

<u>Total Number of Members</u>	<u>License Fee for Calendar Year 2017</u>
Under 251	\$222
251-350	\$301
351-450	\$413
451-550	\$531
551-750	\$711
751-1000	\$946
1001-1250	\$1,182
Over 1250	\$1,542

2. LICENSE FEE PAYMENT.

Upon the execution of this Agreement, LICENSEE shall pay the initial License Fee to SESAC for the initial License Fee Period which amount shall be prorated (if applicable) to reflect payment for the period from the Effective Date through the end of such License Fee Period. The License Fee for each License Fee Period thereafter shall be submitted to SESAC on or before the commencement of such License Fee Period.

3. REPORTING.

A. Upon the execution of this Agreement, and on or before each October 1 during the Term thereafter, LICENSEE shall provide SESAC with a completed license fee report (each, a "License Fee Report") in the form set forth on Schedule "B," which is attached hereto and incorporated herein, setting forth the Total Number of Members as of the applicable Report Date (as defined below); provided, however, LICENSEE shall not be required to submit any License Fee Report which would contain the same Total Number of Members as the most recently submitted License Fee Report.

B. All reports under this Agreement shall be submitted by LICENSEE, by electronic means if possible, in Excel or similar format if applicable, to reporting@sesac.com, or by regular mail addressed to:

SESAC
35 Music Square East
Nashville, TN 37203

4. **CERTIFICATION.** LICENSEE hereby represents and warrants that all information which has been, or which will be, provided by LICENSEE pursuant to this Schedule "A" to be complete, true and accurate.

5. DEFINITIONS.

"Report Date" means: (i) for the initial License Fee Report, the Effective Date and (ii) for each additional License Fee Report, the first day of the month preceding the month in which such License Fee Report is due.

"Total Number of Members" means all full-time, part-time and associate members of the Premises.

**Schedule "B" to the SESAC Music Performance License for Country Clubs
License Fee Report Form**

Report Date	Total Number of Members

SESAC MUSIC PERFORMANCE LICENSE FOR SHIPS/MARINE VESSELS WITH OVERNIGHT ACCOMMODATIONS

This License Agreement, including any attached and referenced Schedules (the "Agreement"), is made in New York by and between SESAC LLC ("SESAC"), a Delaware limited liability company, with offices at 35 Music Square East, Nashville, TN 37203, and

LICENSEE Information			
("LICENSEE")			
<i>(Legal Entity Name)</i>			
Business Entity(select one): <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other: _____			
<i>(State of Incorporation, if applicable)</i>		<i>(Taxpayer ID #)</i>	
<i>(Street Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
<i>(Telephone #)</i>	<i>(Fax #)</i>	<i>(Email)</i>	
Billing Information			
<input type="checkbox"/> Same as LICENSEE Information			
<i>(Street Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
<i>(Telephone #)</i>	<i>(Fax #)</i>	<i>(Email)</i>	

As used herein "Licensed Premises" shall mean the vessel identified on Schedule "A", which is attached hereto and incorporated herein.

SESAC and LICENSEE hereby mutually agree as follows:

1. GRANT OF RIGHTS

Effective as of _____ **1, 20**_____ (the "Effective Date"), and subject to the terms and conditions of this Agreement, SESAC grants to LICENSEE the non-exclusive right and license to publicly perform non-dramatic renditions of all of the musical compositions for which SESAC is authorized to license the public performance right (the "Compositions") solely on the Licensed Premises.

2. LIMITATIONS OF RIGHTS

- A. Except as specifically described in Paragraph 1, above, nothing contained herein shall be construed as permitting LICENSEE to publicly perform, transmit, re-transmit or reproduce any Composition by any means, medium, method, device or process now or hereafter known, or as permitting LICENSEE to grant any such right to others.
- B. The rights granted pursuant to Paragraph 1, above, shall exclude "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).
- C. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions: (i) which are part of a background music service originating from any location, including a Licensed Premises, which performances are authorized by SESAC pursuant to a separate license agreement, regardless of the means by which such performances are transmitted on or to such Licensed Premises, and/or (ii) by coin-operated phonorecord players ("jukeboxes"), as defined in 17 U.S.C. § 116.
- D. The authorization provided in this Agreement shall be limited to public performances made in the United States of America, its territories, possessions and the Commonwealth of Puerto Rico.

3. LICENSE FEE

- A. In consideration of the rights granted herein, LICENSEE shall pay to SESAC a license fee (each, a "License Fee") for each semi-annual calendar period during the Term (each, a "License Fee Period") in accordance with Schedule "B," which is attached hereto and incorporated herein.
- B. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, upon notice to LICENSEE, to make changes to Schedule "B." In such event, LICENSEE shall have the right to terminate this Agreement as of the date such change(s) are to take effect, provided that LICENSEE gives notice to SESAC of such termination specifically referencing this Paragraph, not later than thirty (30) days after SESAC notifies LICENSEE of such change(s). For the avoidance of doubt, annual rate adjustments made pursuant to Paragraph 3.E below shall not be considered a change to Schedule "B."
- C. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, but not the obligation, to verify through independent sources any information required to be reported by LICENSEE pursuant to Schedule "B," and SESAC may adjust the License Fee(s) as may be appropriate based on information obtained from such sources.
- D. In the event SESAC is determined by any taxing authority or court 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 to LICENSEE therefor, for any such tax derived from receipts received from LICENSEE.
- E. Effective each January 1 following the Effective Date, the rates set forth in the Fee Schedule shall be increased by an amount equal to the percent increase in the Consumer Price Index – All Urban Consumers (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, between the most recent October and the preceding October or five percent (5%), whichever amount is greater.

4. BREACH AND CURE; LATE PAYMENT CHARGE

- A. In the event LICENSEE is in default or breach of any provision of this Agreement, including failure to make any payment when due hereunder, and LICENSEE has not cured such default or breach within thirty (30) days following SESAC's notice to LICENSEE thereof, then SESAC shall have the right to terminate this Agreement in addition to pursuing any and all other rights and/or remedies.

B. 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. SESAC shall also have the right to impose a charge of \$35.00 for each dishonored check or other form of payment. In the event SESAC incurs any expenses in connection with the collection of any amounts past due to SESAC hereunder, including but not limited to attorney's fees, LICENSEE shall be responsible for promptly paying such amounts to SESAC.

5. INTENTIONALLY OMITTED

6. TERM OF LICENSE

A. The term of this Agreement shall be for an initial period that commences on the Effective Date and continues for a period of twelve (12) calendar months (the "Initial Period"). Thereafter, this Agreement shall automatically continue in full force and effect for successive additional periods of twelve (12) calendar months (each, a "Renewal Period"). Either party may terminate this Agreement effective as of the last day of the Initial Period or as of the last day of any Renewal Period, upon advance notice to the other party specifically referencing this Paragraph at least thirty (30) days prior to the commencement of the upcoming Renewal Period. The Initial Period and any Renewal Period(s) shall be 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 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' notice to LICENSEE 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 results in substantial interference in SESAC's operation or a substantial increase in the cost of conducting its business.

7. MISCELLANEOUS

A. 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 subject matter hereof. If any part of this Agreement is determined 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.

B. SESAC shall have the right, upon notice to LICENSEE, to withdraw from the scope of this Agreement the right to publicly perform any Composition (or collection of Compositions) 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 (or collection of Compositions).

C. This Agreement shall not be assignable by LICENSEE without SESAC's prior written permission. Subject to the preceding sentence, this Agreement shall be binding upon and inure to the benefit of SESAC's and LICENSEE's successors and assigns, but no assignment shall relieve SESAC or LICENSEE of its respective obligations under this Agreement. LICENSEE shall notify SESAC within thirty (30) days of any change of ownership or control of LICENSEE's operations.

D. This Agreement shall not be valid until executed by an authorized signatory of SESAC. This Agreement has been read and is understood by both parties and contains their entire understanding with regard to the subject matter hereof. No waiver, addition or modification shall be valid unless in writing, executed with the same formality as this Agreement.

E. All notices required or permitted herein shall be in writing and deemed given to the other party hereto when sent to an address for such party set forth in this Agreement or such other address as such party may designate by written notice.

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

_____.

(please insert today's date)

LICENSEE

SESAC

By: _____
(Signature)

By: _____
(Signature)

(Type or Print Name)

(Type or Print Name)

Title: _____

Title: _____

**SCHEDULE "A" TO THE SESAC MUSIC PERFORMANCE LICENSE
FOR SHIPS/MARINE VESSELS WITH OVERNIGHT ACCOMMODATIONS**

Name of Vessel: _____

Country of Registry: _____

Number of Cabins: _____

**SCHEDULE "B" TO THE SESAC MUSIC PERFORMANCE LICENSE
FOR SHIPS/MARINE VESSELS WITH OVERNIGHT ACCOMMODATIONS**

1. FEE SCHEDULE/LICENSE FEE CALCULATION.

For each License Fee Period, the License Fee shall be based on the number of cabins identified in the most recently submitted License Fee Report.

Fee Schedule for January 1, 2017 - December 31, 2017

<u>Number of Cabins</u>	<u>2017 Semi-Annual License Fee</u>
1 – 25	\$1,530.00
26 – 75	\$3,061.00
76 – 150	\$6,120.00
151 – 250	\$10,712.00
251 – 350	\$15,423.00
351 – 550	\$19,891.00
551 - 800	\$25,247.00
Over 800	\$30,601.00

2. LICENSE FEE PAYMENT.

Upon the execution of this Agreement, LICENSEE shall pay the initial License Fee to SESAC for the initial License Fee Period, which amount shall be prorated (if applicable) to reflect payment for the period from the Effective Date through the end of such License Fee Period. The License Fee for each License Fee Period thereafter shall be submitted to SESAC on or before the last day of such License Fee Period. If LICENSEE pays the License Fees for an entire calendar year on or before January 31 of such year, the License Fees otherwise payable for such calendar year shall be reduced by fifteen percent (15%).

3. REPORTING.

A. Upon the execution of this Agreement, LICENSEE shall provide SESAC with a completed license fee report in the form attached hereto as Schedule "A," which is incorporated herein (each, a "License Fee Report"), which shall contain the name of the vessel, the country of registry, and the number of cabins.

B. On or before each December 1 following the Effective Date, LICENSEE shall provide SESAC with an updated License Fee Report identifying the information contained in Paragraph 3.A.; and, upon SESAC's receipt of each such License Fee Report, Schedule "A" will be deemed amended accordingly. Notwithstanding the foregoing, LICENSEE shall not be required under this Paragraph 3.B to submit any License Fee Report which would contain solely the same information as the most recently submitted License Fee Report.

C. All reports under this Agreement shall be submitted by LICENSEE, by electronic means if possible, in Excel or similar format if applicable, to reporting@sesac.com, or by regular mail addressed to:

SESAC
Attn: Licensing Administration
35 Music Square East
Nashville, TN 37203

D. **CERTIFICATION.** LICENSEE represents and warrants that all information which has been, or which will be, provided by LICENSEE pursuant to this Schedule "B" to be complete, true and accurate.

SESAC MUSIC PERFORMANCE LICENSE FOR DANCE, CHEER & GYMNASTICS INSTRUCTION FACILITIES

This License Agreement, including any attached and referenced Schedules (the "Agreement"), is made in New York by and between SESAC LLC ("SESAC"), a Delaware limited liability company, with offices at 35 Music Square East, Nashville, TN 37203, and

LICENSEE Information			
("LICENSEE")			
<i>(Legal Entity Name)</i>			
Business Entity(select one): <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other: _____			
<i>(State of Incorporation, if applicable)</i>		<i>(Taxpayer ID #)</i>	
<i>(Street Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
<i>(Telephone #)</i>	<i>(Fax #)</i>	<i>(Email)</i>	
Billing Information			
<input type="checkbox"/> Same as LICENSEE Information			
<i>(Street Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
<i>(Telephone #)</i>	<i>(Fax #)</i>	<i>(Email)</i>	

The dance facilities listed on Schedule "A" pursuant to the terms of this Agreement are referred to herein as the "Licensed Premises." Schedule "A" is attached hereto and incorporated herein.

SESAC and LICENSEE hereby mutually agree as follows:

1. GRANT OF RIGHTS

Effective as of _____ **1, 20** _____ (the "Effective Date"), and subject to the terms and conditions of this Agreement, SESAC grants to LICENSEE the non-exclusive right and license to publicly perform non-dramatic renditions of all of the musical compositions for which SESAC is authorized to license the public performance right (the "Compositions") solely: (i) on the Licensed Premises and (ii) at locations while engaged by LICENSEE for dance recitals featuring LICENSEE's students.

2. LIMITATIONS OF RIGHTS

A. Except as specifically described in Paragraph 1, above, nothing contained herein shall be construed as permitting LICENSEE to publicly perform, transmit, re-transmit or reproduce any Composition by any means, medium, method, device or process now or hereafter known, or as permitting LICENSEE to grant any such right to others.

B. The rights granted pursuant to Paragraph 1, above, shall exclude "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).

C. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions: (i) which are part of a background music service originating from any location, including a Licensed Premises, which performances are authorized by SESAC pursuant to a separate license agreement, regardless of the means by which such performances are transmitted on or to such Licensed Premises, and/or (ii) by coin-operated phonorecord players ("jukeboxes"), as defined in 17 U.S.C. § 116.

D. The authorization provided in this Agreement shall be limited to public performances made in the United States of America, its territories, possessions and the Commonwealth of Puerto Rico.

3. LICENSE FEE

A. In consideration of the rights granted herein, LICENSEE shall pay to SESAC an annual license fee (each, a "License Fee") for each calendar year during the Term (each, a "License Fee Period") in accordance with Schedule "B," which is attached hereto and incorporated herein.

B. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, upon notice to LICENSEE, to make changes to Schedule "B." In such event, LICENSEE shall have the right to terminate this Agreement as of the date such change(s) are to take effect, provided that LICENSEE gives notice to SESAC of such termination specifically referencing this Paragraph, not later than thirty (30) days after SESAC notifies LICENSEE of such change(s). For the avoidance of doubt, annual rate adjustments made pursuant to Paragraph 3.E below shall not be considered a change to Schedule "B."

C. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, but not the obligation, to verify through independent sources any information required to be reported by LICENSEE pursuant to Schedule "B," and SESAC may adjust the License Fee(s) as may be appropriate based on information obtained from such sources.

D. In the event SESAC is determined by any taxing authority or court 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 to LICENSEE therefor, for any such tax derived from receipts received from LICENSEE.

E. Effective each January 1 following the Effective Date, the rates set forth in the Fee Schedule shall be increased by an amount equal to the percent increase in the Consumer Price Index – All Urban Consumers (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, between the most recent October and the preceding October or five percent (5%), whichever amount is greater.

4. BREACH AND CURE; LATE PAYMENT CHARGE

A. In the event LICENSEE is in default or breach of any provision of this Agreement, including failure to make any payment when due hereunder, and LICENSEE has not cured such default or breach within thirty (30) days following SESAC's notice to LICENSEE thereof, then SESAC shall have the right to terminate this Agreement in addition to pursuing any and all other rights and/or remedies.

B. 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. SESAC shall also have the right to impose a charge of \$35.00 for each dishonored check or other form of payment. In the event SESAC incurs any expenses in connection with the collection of any amounts past due to SESAC hereunder, including but not limited to attorney's fees, LICENSEE shall be responsible for promptly paying such amounts to SESAC.

5. INTENTIONALLY OMITTED

6. TERM OF LICENSE

A. The term of this Agreement shall be for an initial period that commences on the Effective Date and continues for a period of twelve (12) calendar months (the "Initial Period"). Thereafter, this Agreement shall automatically continue in full force and effect for successive additional periods of twelve (12) calendar months (each, a "Renewal Period"). Either party may terminate this Agreement effective as of the last day of the Initial Period or as of the last day of any Renewal Period, upon advance notice to the other party specifically referencing this Paragraph at least thirty (30) days prior to the commencement of the upcoming Renewal Period. The Initial Period and any Renewal Period(s) shall be 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 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' notice to LICENSEE 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 results in substantial interference in SESAC's operation or a substantial increase in the cost of conducting its business.

7. MISCELLANEOUS

A. 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 subject matter hereof. If any part of this Agreement is determined 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.

B. SESAC shall have the right, upon notice to LICENSEE, to withdraw from the scope of this Agreement the right to publicly perform any Composition (or collection of Compositions) 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 (or collection of Compositions).

C. This Agreement shall not be assignable by LICENSEE without SESAC's prior written permission. Subject to the preceding sentence, this Agreement shall be binding upon and inure to the benefit of SESAC's and LICENSEE's successors and assigns, but no assignment shall relieve SESAC or LICENSEE of its respective obligations under this Agreement. LICENSEE shall notify SESAC within thirty (30) days of any change of ownership or control of LICENSEE's operations.

D. This Agreement shall not be valid until executed by an authorized signatory of SESAC. This Agreement has been read and is understood by both parties and contains their entire understanding with regard to the subject matter hereof. No waiver, addition or modification shall be valid unless in writing, executed with the same formality as this Agreement.

E. All notices required or permitted herein shall be in writing and deemed given to the other party hereto when sent to an address for such party set forth in this Agreement or such other address as such party may designate by written notice.

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

(please insert today's date)

LICENSEE

SESAC

By: _____
(Signature)

By: _____
(Signature)

(Type or Print Name)

(Type or Print Name)

Title: _____

Title: _____

Schedule "B" TO THE SESAC MUSIC PERFORMANCE LICENSE FOR DANCE, CHEER & GYMNASTICS INSTRUCTION FACILITIES

1. FEE SCHEDULE/LICENSE FEE CALCULATION.

The License Fee for each License Fee Period shall be the sum of the Premises License Fees for each Licensed Premises identified on the most recently submitted License Fee Report.

Fee Schedule for January 1, 2017 - December 31, 2017
\$132.00 per location (the "Premises License Fee")

2. LICENSE FEE PAYMENT.

Upon the execution of this Agreement, LICENSEE shall pay the initial License Fee to SESAC which amount shall be prorated (if applicable) to reflect payment for the period from the Effective Date through the end of such License Fee Period. The License Fee for each License Fee Period thereafter shall be submitted to SESAC on or before the commencement of such License Fee Period.

3. REPORTING.

A. Upon the execution of this Agreement, LICENSEE shall provide SESAC with a completed license fee report in the form set forth on Schedule "A" (each, a "License Fee Report"). Said License Fee Report shall identify each Licensed Premises (by name and address) as of the Effective Date.

B. On or before each December 1 following the Effective Date, LICENSEE shall provide SESAC with an updated License Fee Report identifying each Licensed Premises (by name and address) as of the preceding November 1; and, upon SESAC's receipt of such License Fee Report, Schedule "A" will be deemed amended accordingly. Notwithstanding the foregoing, LICENSEE shall not be required under this Paragraph 3.B to submit any License Fee Report which would contain solely the same information as the most recently submitted License Fee Report.

C. All reports under this Agreement shall be submitted by LICENSEE, by electronic means if possible, in Excel or similar format if applicable, to reporting@sesac.com, or by regular mail addressed to:

SESAC
Attn: Licensing Administration
35 Music Square East
Nashville, TN 37203

D. CERTIFICATION. LICENSEE represents and warrants that all information which has been, or which will be, provided by LICENSEE pursuant to this Schedule "B" to be complete, true and accurate.

SESAC MUSIC PERFORMANCE LICENSE FOR FAMILY ENTERTAINMENT CENTERS

This License Agreement, including any attached and referenced Schedules (the "Agreement"), is made in New York by and between SESAC LLC ("SESAC"), a Delaware limited liability company, with offices at 35 Music Square East, Nashville, TN 37203, and

LICENSEE Information			
("LICENSEE")			
<i>(Legal Entity Name)</i>			
Business Entity(select one): <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other: _____			
<i>(State of Incorporation, if applicable)</i>		<i>(Taxpayer ID #)</i>	
<i>(Street Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
<i>(Telephone #)</i>	<i>(Fax #)</i>	<i>(Email)</i>	
Licensed Location Information			
<input type="checkbox"/> Same as LICENSEE Information			
<i>(Establishment Name)</i>			
<i>(Street Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
<i>(Telephone #)</i>	<i>(Fax #)</i>	<i>(Email)</i>	
<i>(Universal Resource Locator ("URL"))</i>			
Billing Information			
<input type="checkbox"/> Same as LICENSEE Information			
<i>(Street Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
<i>(Telephone #)</i>	<i>(Fax #)</i>	<i>(Email)</i>	

The family entertainment center for which the above supplied information applies is referred to herein as the "Premises."

SESAC and LICENSEE hereby mutually agree as follows:

1. GRANT OF RIGHTS

Effective as of _____ **1, 20** _____ (the "Effective Date"), and subject to the terms and conditions of this Agreement, SESAC grants to LICENSEE the non-exclusive right and license to publicly perform non-dramatic renditions of all of the musical compositions for which SESAC is authorized to license the public performance right (the "Compositions") solely on the Premises.

2. LIMITATIONS OF RIGHTS

- A. Except as specifically described in Paragraph 1, above, nothing contained herein shall be construed as permitting LICENSEE to publicly perform, transmit, re-transmit or reproduce any Composition by any means, medium, method, device or process now or hereafter known, or as permitting LICENSEE to grant any such right to others.
- B. The rights granted pursuant to Paragraph 1, above, shall exclude "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).
- C. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions: (i) which are part of a background music service originating from any location, including the Premises, which performances are authorized by SESAC pursuant to a separate license agreement, regardless of the means by which such performances are transmitted on or to the Premises, and/or (ii) by coin-operated phonorecord players ("jukeboxes"), as defined in 17 U.S.C. § 116.
- D. The authorization provided in this Agreement shall be limited to public performances made in the United States of America, its territories, possessions and the Commonwealth of Puerto Rico.
- E. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions at Concerts ("Concerts" are musical performances by an entertainer, group or performer, whose primary purpose is entertainment by the performance of music).
- F. The rights granted pursuant to Paragraph 1, above, shall exclude any portion of the Premises in which the primary purpose is serving the public as a restaurant, nightclub, tavern or gaming facilities.
- G. The rights granted pursuant to Paragraph 1, above, shall exclude any portion of the Premises in which the primary purpose is serving the public as a theme park, amusement park, waterpark, skating center or bowling center.

3. LICENSE FEE

- A. In consideration of the rights granted herein, LICENSEE shall pay to SESAC an annual license fee (each, a "License Fee") for each calendar year during the Term (each, a "License Fee Period") in accordance with Schedule "A," which is attached hereto and incorporated herein.
- B. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, upon notice to LICENSEE, to make changes to Schedule "A." In such event, LICENSEE shall have the right to terminate this Agreement as of the date such change(s) are to take effect, provided that LICENSEE gives notice to SESAC of such termination specifically referencing this Paragraph, not later than thirty (30) days after SESAC notifies LICENSEE of such change(s). For the avoidance of doubt, annual rate adjustments made pursuant to Paragraph 3.E below shall not be considered a change to Schedule "A."
- C. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, but not the obligation, to verify through independent sources any information required to be reported by LICENSEE pursuant to Schedule "A," and SESAC may adjust the License Fee(s) as may be appropriate based on information obtained from such sources.
- D. In the event SESAC is determined by any taxing authority or court 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 to LICENSEE therefor, for any such tax derived from receipts received from LICENSEE.

E. Effective each January 1 following the Effective Date, the rates set forth in the Fee Schedule shall be increased by an amount equal to the percent increase in the Consumer Price Index – All Urban Consumers (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, between the most recent October and the preceding October or five percent (5%), whichever amount is greater.

4. BREACH AND CURE; LATE PAYMENT CHARGE

A. In the event LICENSEE is in default or breach of any provision of this Agreement, including failure to make any payment when due hereunder, and LICENSEE has not cured such default or breach within thirty (30) days following SESAC's notice to LICENSEE thereof, then SESAC shall have the right to terminate this Agreement in addition to pursuing any and all other rights and/or remedies.

B. 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. SESAC shall also have the right to impose a charge of \$35.00 for each dishonored check or other form of payment. In the event SESAC incurs any expenses in connection with the collection of any amounts past due to SESAC hereunder, including but not limited to attorney's fees, LICENSEE shall be responsible for promptly paying such amounts to SESAC.

5. RIGHT OF VERIFICATION

A. LICENSEE agrees to maintain all necessary information in its books and records to allow SESAC to verify LICENSEE's reports, payments, statements and computations required by this Agreement. SESAC shall have the right, on at least ten (10) days prior written notice, to examine LICENSEE's books and records during customary business hours to such extent as may be necessary to verify any and all reports, payments, statements and computations made or required hereunder. In connection with such an examination, LICENSEE agrees to furnish all pertinent books and records, including electronic records in industry standard format, to SESAC's authorized representatives. Such books and records shall be kept by LICENSEE for at least three (3) years following any termination of this Agreement.

B. In the event an examination reveals that LICENSEE has underpaid any License Fee due SESAC, LICENSEE shall submit the additional amount due within forty-five (45) days from SESAC's written request for such payment. Should such an examination reveal that LICENSEE has underpaid SESAC any License Fee by five percent (5%) or more, LICENSEE shall pay the reasonable costs and expenses of the examination, including travel expenses.

C. SESAC's rights and LICENSEE's obligations arising from this Paragraph 5 shall survive any termination of this Agreement. SESAC agrees that any non-public information discovered by SESAC as part of any examination instituted under this Paragraph 5 shall be treated as confidential and shall not be disclosed to any third party (other than SESAC's attorneys, accountants and other professional advisors) without LICENSEE's prior written consent, except as may be required by law. SESAC's exercise of any rights under this provision shall not prejudice any of SESAC's other rights or remedies, including the right to dispute any amounts owed to SESAC under this Agreement.

6. TERM OF LICENSE

A. The term of this Agreement shall be for an initial period that commences on the Effective Date and continues for a period of twelve (12) calendar months (the "Initial Period"). Thereafter, this Agreement shall automatically continue in full force and effect for successive additional periods of twelve (12) calendar months (each, a "Renewal Period"). Either party may terminate this Agreement effective as of the last day of the Initial Period or as of the last day of any Renewal Period, upon advance notice to the other party specifically referencing this Paragraph at least thirty (30) days prior to the commencement of the upcoming Renewal Period. The Initial Period and any Renewal Period(s) shall be 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 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' notice to LICENSEE 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 results in substantial interference in SESAC's operation or a substantial increase in the cost of conducting its business.

7. MISCELLANEOUS

A. 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 subject matter hereof. If any part of this Agreement is determined 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.

B. SESAC shall have the right, upon notice to LICENSEE, to withdraw from the scope of this Agreement the right to publicly perform any Composition (or collection of Compositions) 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 (or collection of Compositions).

C. This Agreement shall not be assignable by LICENSEE without SESAC's prior written permission. Subject to the preceding sentence, this Agreement shall be binding upon and inure to the benefit of SESAC's and LICENSEE's successors and assigns, but no assignment shall relieve SESAC or LICENSEE of its respective obligations under this Agreement. LICENSEE shall notify SESAC within thirty (30) days of any change of ownership or control of LICENSEE's operations.

D. This Agreement shall not be valid until executed by an authorized signatory of SESAC. This Agreement has been read and is understood by both parties and contains their entire understanding with regard to the subject matter hereof. No waiver, addition or modification shall be valid unless in writing, executed with the same formality as this Agreement.

E. All notices required or permitted herein shall be in writing and deemed given to the other party hereto when sent to an address for such party set forth in this Agreement or such other address as such party may designate by written notice.

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

_____.
(please insert today's date)

LICENSEE

By: _____
(Signature)

(Type or Print Name)

Title: _____

SESAC

By: _____
(Signature)

(Type or Print Name)

Title: _____

Schedule "A" to the SESAC Music Performance License for Family Entertainment Centers

1. LICENSE FEE CALCULATION.

The License Fee for each License Fee Period shall be calculated using the number of calendar months in which the Premises is In Operation (as defined below) as set forth on the most recently submitted License Fee Report:

2017 Fee Schedule

<u>Number of Months In Operation</u>	<u>License Fee</u>
6 or More	\$261
5 or fewer	\$172

2. LICENSE FEE PAYMENT.

Upon the execution of this Agreement, LICENSEE shall pay the initial License Fee to SESAC which amount shall be prorated (if applicable) to reflect payment for the period from the Effective Date through the end of such License Fee Period. The License Fee for each License Fee Period thereafter shall be submitted to SESAC on or before the commencement of such License Fee Period.

3. REPORTING.

A. Upon the execution of this Agreement, LICENSEE shall provide SESAC with a completed license fee report in the form set forth on Schedule "B" (each, a "License Fee Report"), which is attached hereto and incorporated herein. Said License Fee Report shall set forth the number of calendar months that the Premises will be In Operation during the initial License Fee Period.

B. On or before each December 1 following the Effective Date, LICENSEE shall provide SESAC with an updated License Fee setting forth the number of calendar months that the Premises will be In Operation during the ensuing License Fee Period; provided, however, LICENSEE shall not be required under this Paragraph 3.B to submit any License Fee Report which would contain solely the same information as the most recently submitted License Fee Report.

C. All reports under this Agreement shall be submitted by LICENSEE, by electronic means if possible, in Excel or similar format if applicable, to reporting@sesac.com, or by regular mail addressed to:

SESAC
Attn: Licensing Administration
35 Music Square East
Nashville, TN 37203

D. **CERTIFICATION.** LICENSEE represents and warrants that all information which has been, or which will be, provided by LICENSEE pursuant to this Schedule "A" to be complete, true and accurate.

4. DEFINITIONS.

The Premises shall be deemed "In Operation" during a calendar month if it is open for business during any portion of such month.

**Schedule "B" to the SESAC Music Performance License for Family Entertainment
Centers
License Fee Report Form**

<u>Number of Months In Operation</u>	<u>License Fee Period</u>
	from _____ to _____

SESAC MUSIC PERFORMANCE LICENSE FOR SPECIAL EVENTS AND FESTIVALS

This License Agreement, including any attached and referenced Schedules (the "Agreement"), is made in New York by and between SESAC LLC ("SESAC"), a Delaware limited liability company, with offices at 35 Music Square East, Nashville, TN 37203, and

LICENSEE Information			
("LICENSEE")			
<i>(Legal Entity Name)</i>			
Business Entity(select one): <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other: _____			
<i>(State of Incorporation, if applicable)</i>		<i>(Taxpayer ID #)</i>	
<i>(Street Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
<i>(Telephone #)</i>	<i>(Fax #)</i>	<i>(Email)</i>	
Billing Information			
<input type="checkbox"/> Same as LICENSEE Information			
<i>(Street Address)</i>		<i>(City)</i>	
<i>(Telephone #)</i>		<i>(Fax #)</i>	
<i>(State)</i>		<i>(Zip)</i>	
<i>(Email)</i>			

A special event/festival owned, promoted or operated by the entity for which the above information applies and reported to SESAC pursuant to Schedule "A" is referred to herein as an "Event;" and solely during the occurrence of such an Event, the physical location thereof is referred to herein as a "Premises."

SESAC and LICENSEE hereby mutually agree as follows:

1. GRANT OF RIGHTS

Effective as of _____ **1, 20** _____ (the "Effective Date"), and subject to the terms and conditions of this Agreement, SESAC grants to LICENSEE the non-exclusive right and license to publicly perform non-dramatic renditions of all of the musical compositions for which SESAC is authorized to license the public performance right (the "Compositions") solely on the Premises.

2. LIMITATIONS OF RIGHTS

A. Except as specifically described in Paragraph 1, above, nothing contained herein shall be construed as permitting LICENSEE to publicly perform, transmit, re-transmit or reproduce any Composition by any means, medium, method, device or process now or hereafter known, or as permitting LICENSEE to grant any such right to others.

B. The rights granted pursuant to Paragraph 1, above, shall exclude "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).

C. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions: (i) which are part of a background music service originating from any location, including the Premises, which performances are authorized by SESAC pursuant to a separate license agreement, regardless of the means by which such performances are transmitted on or to the Premises, and/or (ii) by coin-operated phonorecord players ("jukeboxes"), as defined in 17 U.S.C. § 116.

D. The authorization provided in this Agreement shall be limited to public performances made in the United States of America, its territories, possessions and the Commonwealth of Puerto Rico.

3. LICENSE FEE

A. In consideration of the rights granted herein, LICENSEE shall pay to SESAC a license fee (each, a "License Fee") for each calendar semi-annual period during the Term (each, a "License Fee Period") in accordance with Schedule "A," which is attached hereto and incorporated herein.

B. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, upon notice to LICENSEE, to make changes to Schedule "A." In such event, LICENSEE shall have the right to terminate this Agreement as of the date such change(s) are to take effect, provided that LICENSEE gives notice to SESAC of such termination specifically referencing this Paragraph, not later than thirty (30) days after SESAC notifies LICENSEE of such change(s). For the avoidance of doubt, annual rate adjustments made pursuant to Paragraph 3.E below shall not be considered a change to Schedule "A."

C. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, but not the obligation, to verify through independent sources any information required to be reported by LICENSEE pursuant to Schedule "A," and SESAC may adjust the License Fee(s) as may be appropriate based on information obtained from such sources.

D. In the event SESAC is determined by any taxing authority or court 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 to LICENSEE therefor, for any such tax derived from receipts received from LICENSEE.

E. Effective each January 1 following the Effective Date, the rates set forth in the Fee Schedule shall be increased by an amount equal to the percent increase in the Consumer Price Index – All Urban Consumers (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, between the most recent October and the preceding October or five percent (5%), whichever amount is greater.

4. BREACH AND CURE; LATE PAYMENT CHARGE

A. In the event LICENSEE is in default or breach of any provision of this Agreement, including failure to make any payment when due hereunder, and LICENSEE has not cured such default or breach within thirty (30) days following SESAC's notice to LICENSEE thereof, then SESAC shall have the right to terminate this Agreement in addition to pursuing any and all other rights and/or remedies.

B. 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. SESAC shall also have the right to impose a charge of \$35.00 for each dishonored check or other form of payment. In the event SESAC incurs any expenses in connection with the collection of any amounts past due to SESAC hereunder, including but not limited to attorney's fees, LICENSEE shall be responsible for promptly paying such amounts to SESAC.

5. RIGHT OF VERIFICATION

A. LICENSEE agrees to maintain all necessary information in its books and records to allow SESAC to verify LICENSEE's reports, payments, statements and computations required by this Agreement. SESAC shall have the right, on at least ten (10) days prior written notice, to examine LICENSEE's books and records during customary business hours to such extent as may be necessary to verify any and all reports, payments, statements and computations made or required hereunder. In connection with such an examination, LICENSEE agrees to furnish all pertinent books and records, including electronic records in industry standard format, to SESAC's authorized representatives. Such books and records shall be kept by LICENSEE for at least three (3) years following any termination of this Agreement.

B. In the event an examination reveals that LICENSEE has underpaid any License Fee due SESAC, LICENSEE shall submit the additional amount due within forty-five (45) days from SESAC's written request for such payment. Should such an examination reveal that LICENSEE has underpaid SESAC any License Fee by five percent (5%) or more, LICENSEE shall pay the reasonable costs and expenses of the examination, including travel expenses.

C. SESAC's rights and LICENSEE's obligations arising from this Paragraph 5 shall survive any termination of this Agreement. SESAC agrees that any non-public information discovered by SESAC as part of any examination instituted under this Paragraph 5 shall be treated as confidential and shall not be disclosed to any third party (other than SESAC's attorneys, accountants and other professional advisors) without LICENSEE's prior written consent, except as may be required by law. SESAC's exercise of any rights under this provision shall not prejudice any of SESAC's other rights or remedies, including the right to dispute any amounts owed to SESAC under this Agreement.

6. TERM OF LICENSE

A. The term of this Agreement shall be for an initial period that commences on the Effective Date and continues for a period of twelve (12) calendar months (the "Initial Period"). Thereafter, this Agreement shall automatically continue in full force and effect for successive additional periods of twelve (12) calendar months (each, a "Renewal Period"). Either party may terminate this Agreement effective as of the last day of the Initial Period or as of the last day of any Renewal Period, upon advance notice to the other party specifically referencing this Paragraph at least thirty (30) days prior to the commencement of the upcoming Renewal Period. The Initial Period and any Renewal Period(s) shall be 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 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' notice to LICENSEE 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 results in substantial interference in SESAC's operation or a substantial increase in the cost of conducting its business.

7. MISCELLANEOUS

A. 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 subject matter hereof. If any part of this Agreement is determined 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.

B. SESAC shall have the right, upon notice to LICENSEE, to withdraw from the scope of this Agreement the right to publicly perform any Composition (or collection of Compositions) 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 (or collection of Compositions).

C. This Agreement shall not be assignable by LICENSEE without SESAC's prior written permission. Subject to the preceding sentence, this Agreement shall be binding upon and inure to the benefit of SESAC's and LICENSEE's successors and assigns, but no assignment shall relieve SESAC or LICENSEE of its respective obligations under this Agreement. LICENSEE shall notify SESAC within thirty (30) days of any change of ownership or control of LICENSEE's operations.

D. This Agreement shall not be valid until executed by an authorized signatory of SESAC. This Agreement has been read and is understood by both parties and contains their entire understanding with regard to the subject matter hereof. No waiver, addition or modification shall be valid unless in writing, executed with the same formality as this Agreement.

E. All notices required or permitted herein shall be in writing and deemed given to the other party hereto when sent to an address for such party set forth in this Agreement or such other address as such party may designate by written notice.

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

_____.
(please insert today's date)

LICENSEE

By: _____
(Signature)

(Type or Print Name)

Title: _____

SESAC

By: _____
(Signature)

(Type or Print Name)

Title: _____

Schedule "A" to the SESAC Music Performance License for Special Events and Festivals

1. FEE SCHEDULE/LICENSE FEE CALCULATION.

The License Fee for each License Fee Period shall equal the Per Event License Fee for each Event occurring during such License Fee Period aggregated into a single amount. The "Per Event License Fee" for each Event shall be calculated using the Fee Schedule (the current version of which is set forth below) and shall be based upon the number of days that the Event is open and whether the Event is a Music Oriented Event or a Non-Music Oriented Event.

2017 Fee Schedule		
Days Open	Music Oriented Events	Non-Music Oriented Events
1 – 10	\$144 per day	\$95 per day
11 – 30	\$112 per day	\$86 per day
31 – 60	\$95 per day	\$76 per day
61 & over	\$86 per day	\$69 per day

2. LICENSE FEE PAYMENT.

Upon the execution of this Agreement, LICENSEE shall submit a License Fee to SESAC for the initial License Fee Period. The License Fee for each License Fee Period thereafter shall be submitted to SESAC on or before the commencement of such License Fee Period.

3. REPORTING.

A. Upon the execution of this Agreement, LICENSEE shall submit to SESAC a license fee report (each, a "License Fee Report") in the form set forth on Schedule "B," which is attached hereto and incorporated herein. Said License Fee Report shall identify: (i) the number of Music-Oriented Events that will occur during the initial License Fee Period, (ii) the name and address of each such Event, (iii) the day(s) of the year during which each such Event will occur, (iv) the number of Non-Music Oriented Events that will occur during the initial License Fee Period, (v) the name and address of each such Event and (vi) the day(s) of the year during which each such Event will occur.

B. On or before each May 1 and October 1 during the Term following LICENSEE's submission of the initial License Fee Report, LICENSEE shall submit to SESAC a revised License Fee Report setting forth the information identified in Paragraph 3.A above for the ensuing License Fee Period; provided, however, LICENSEE shall not be required to submit any License Fee Report for any period from January – June or July – December which would solely contain the same information as the most recently submitted License Fee Report for the preceding January – June or July – December, as applicable.

C. All reports under this Agreement shall be submitted by LICENSEE, by electronic means if possible, in Excel or similar format if applicable, to reporting@sesac.com, or by regular mail addressed to:

SESAC
Attn: Licensing Administration
35 Music Square East
Nashville, TN 37203

D. **CERTIFICATION.** LICENSEE represents and warrants that all information which has been, or which will be, provided by LICENSEE pursuant to this Schedule "A" to be complete, true and accurate.

4. DEFINITIONS.

A. **“Music-Oriented Event”** means an event for which the performance or appreciation of music is a primary focus. Examples of such special events/festivals include, but are not limited to, jazz festivals, folk festivals or local music extravaganzas.

“Non-Music Oriented Event” means an event for which the performance or appreciation of music is not a primary focus. Examples of such special events/festivals include, but are not limited to, craft fairs, food festivals, etc.

**Schedule "B" to the SESAC Music Performance License
for Special Events and Festivals
License Fee Report Form**

Music Oriented Events

Name of Event	
Address of Event	
Days Event is Open	

Name of Event	
Address of Event	
Days Event is Open	

Name of Event	
Address of Event	
Days Event is Open	

Name of Event	
Address of Event	
Days Event is Open	

Name of Event	
Address of Event	
Days Event is Open	

Name of Event	
Address of Event	
Days Event is Open	

Non-Music Oriented Events

Name of Event	
Address of Event	
Days Event is Open	

Name of Event	
Address of Event	
Days Event is Open	

Name of Event	
Address of Event	
Days Event is Open	

Name of Event	
Address of Event	
Days Event is Open	

Name of Event	
Address of Event	
Days Event is Open	

Name of Event	
Address of Event	
Days Event is Open	

SESAC MUSIC PERFORMANCE LICENSE FOR FUNERAL FIRMS

This License Agreement, including any attached and referenced Schedules (the "Agreement"), is made in New York by and between SESAC LLC ("SESAC"), a Delaware limited liability company, with offices at 35 Music Square East, Nashville, TN 37203, and

LICENSEE Information			
("LICENSEE")			
<i>(Legal Entity Name)</i>			
Business Entity(select one): <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other: _____			
<i>(State of Incorporation, if applicable)</i>		<i>(Taxpayer ID #)</i>	
<i>(Street Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
<i>(Telephone #)</i>	<i>(Fax #)</i>	<i>(Email)</i>	
Billing Information			
<input type="checkbox"/> Same as LICENSEE Information			
<i>(Street Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
<i>(Telephone #)</i>	<i>(Fax #)</i>	<i>(Email)</i>	

Each funeral firm owned and operated by LICENSEE and identified on Schedule "A" pursuant to the terms of this Agreement is referred to herein as a "Licensed Premises." Schedule "A" is attached hereto and incorporated herein.

SESAC and LICENSEE hereby mutually agree as follows:

1. GRANT OF RIGHTS

Effective as of _____ **1, 20** _____ (the "Effective Date"), and subject to the terms and conditions of this Agreement, SESAC grants to LICENSEE the non-exclusive right and license to publicly perform non-dramatic renditions of all of the musical compositions for which SESAC is authorized to license the public performance right (the "Compositions") solely on the Licensed Premises.

2. LIMITATIONS OF RIGHTS

- A. Except as specifically described in Paragraph 1, above, nothing contained herein shall be construed as permitting LICENSEE to publicly perform, transmit, re-transmit or reproduce any Composition by any means, medium, method, device or process now or hereafter known, or as permitting LICENSEE to grant any such right to others.
- B. The rights granted pursuant to Paragraph 1, above, shall exclude "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).
- C. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions: (i) which are part of a background music service originating from any location, including a Licensed Premises, which performances are authorized by SESAC pursuant to a separate license agreement, regardless of the means by which such performances are transmitted on or to such Licensed Premises, and/or (ii) by coin-operated phonorecord players ("jukeboxes"), as defined in 17 U.S.C. § 116.
- D. The authorization provided in this Agreement shall be limited to public performances made in the United States of America, its territories, possessions and the Commonwealth of Puerto Rico.

3. LICENSE FEE

- A. In consideration of the rights granted herein, LICENSEE shall pay to SESAC an annual license fee (each, a "License Fee") for each calendar year during the Term (each, a "License Fee Period") in accordance with Schedule "B," which is attached hereto and incorporated herein.
- B. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, upon notice to LICENSEE, to make changes to Schedule "B." In such event, LICENSEE shall have the right to terminate this Agreement as of the date such change(s) are to take effect, provided that LICENSEE gives notice to SESAC of such termination specifically referencing this Paragraph, not later than thirty (30) days after SESAC notifies LICENSEE of such change(s). For the avoidance of doubt, annual rate adjustments made pursuant to Paragraph 3.E below shall not be considered a change to Schedule "B."
- C. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, but not the obligation, to verify through independent sources any information required to be reported by LICENSEE pursuant to Schedule "B," and SESAC may adjust the License Fee(s) as may be appropriate based on information obtained from such sources.
- D. In the event SESAC is determined by any taxing authority or court 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 to LICENSEE therefor, for any such tax derived from receipts received from LICENSEE.
- E. Effective each January 1 following the Effective Date, the rates set forth in the Fee Schedule shall be increased by an amount equal to the percent increase in the Consumer Price Index – All Urban Consumers (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, between the most recent October and the preceding October or five percent (5%), whichever amount is greater.

4. BREACH AND CURE; LATE PAYMENT CHARGE

- A. In the event LICENSEE is in default or breach of any provision of this Agreement, including failure to make any payment when due hereunder, and LICENSEE has not cured such default or breach within thirty (30) days following SESAC's notice to LICENSEE thereof, then SESAC shall have the right to terminate this Agreement in addition to pursuing any and all other rights and/or remedies.

B. 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. SESAC shall also have the right to impose a charge of \$35.00 for each dishonored check or other form of payment. In the event SESAC incurs any expenses in connection with the collection of any amounts past due to SESAC hereunder, including but not limited to attorney's fees, LICENSEE shall be responsible for promptly paying such amounts to SESAC.

5. INTENTIONALLY OMITTED

6. TERM OF LICENSE

A. The term of this Agreement shall be for an initial period that commences on the Effective Date and continues for a period of twelve (12) calendar months (the "Initial Period"). Thereafter, this Agreement shall automatically continue in full force and effect for successive additional periods of twelve (12) calendar months (each, a "Renewal Period"). Either party may terminate this Agreement effective as of the last day of the Initial Period or as of the last day of any Renewal Period, upon advance notice to the other party specifically referencing this Paragraph at least thirty (30) days prior to the commencement of the upcoming Renewal Period. The Initial Period and any Renewal Period(s) shall be 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 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' notice to LICENSEE 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 results in substantial interference in SESAC's operation or a substantial increase in the cost of conducting its business.

7. MISCELLANEOUS

A. 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 subject matter hereof. If any part of this Agreement is determined 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.

B. SESAC shall have the right, upon notice to LICENSEE, to withdraw from the scope of this Agreement the right to publicly perform any Composition (or collection of Compositions) 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 (or collection of Compositions).

C. This Agreement shall not be assignable by LICENSEE without SESAC's prior written permission. Subject to the preceding sentence, this Agreement shall be binding upon and inure to the benefit of SESAC's and LICENSEE's successors and assigns, but no assignment shall relieve SESAC or LICENSEE of its respective obligations under this Agreement. LICENSEE shall notify SESAC within thirty (30) days of any change of ownership or control of LICENSEE's operations.

D. This Agreement shall not be valid until executed by an authorized signatory of SESAC. This Agreement has been read and is understood by both parties and contains their entire understanding with regard to the subject matter hereof. No waiver, addition or modification shall be valid unless in writing, executed with the same formality as this Agreement.

E. All notices required or permitted herein shall be in writing and deemed given to the other party hereto when sent to an address for such party set forth in this Agreement or such other address as such party may designate by written notice.

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

(please insert today's date)

LICENSEE

SESAC

By: _____
(Signature)

By: _____
(Signature)

(Type or Print Name)

(Type or Print Name)

Title: _____

Title: _____

Schedule "B" to the SESAC Music Performance License for Funeral Firms

1. FEE SCHEDULE/LICENSE FEE CALCULATION.

The License Fee for each License Fee Period shall be the then-current Annual Fee Per Location multiplied by the number of Licensed Premises identified on the most recently submitted License Fee Report.

Fee Schedule for Calendar Year 2017

Annual Fee Per Location
\$ 146.00

2. LICENSE FEE PAYMENT.

Upon the execution of this Agreement, LICENSEE shall pay the initial License Fee to SESAC which amount shall be prorated (if applicable) to reflect payment for the period from the Effective Date through the end of such License Fee Period. The License Fee for each License Fee Period thereafter shall be submitted to SESAC on or before the commencement of such License Fee Period.

3. REPORTING.

A. Upon the execution of this Agreement, LICENSEE shall provide SESAC with a report identifying each Licensed Premises (by name and address) (each, a "License Fee Report") as of Effective Date. Each such Licensed Premises will be deemed added to Schedule "A."

B. On or before each December 1 following the Effective Date, LICENSEE shall provide SESAC with an updated License Fee Report identifying each Licensed Premises (by name and address) as of the preceding November 1; and, upon SESAC's receipt of such License Fee Report, Schedule "A" will be deemed amended accordingly. Notwithstanding the foregoing, LICENSEE shall not be required under this Paragraph 3.B to submit any License Fee Report which would contain solely the same information as the most recently submitted License Fee Report.

C. All reports under this Agreement shall be submitted by LICENSEE, by electronic means if possible, in Excel or similar format if applicable, to reporting@sesac.com, or by regular mail addressed to:

SESAC
Attn: Licensing Administration
35 Music Square East
Nashville, TN 37203

D. **CERTIFICATION.** LICENSEE represents and warrants that all information which has been, or which will be, provided by LICENSEE pursuant to this Schedule "B" to be complete, true and accurate.

**SESAC MUSIC PERFORMANCE LICENSE
FOR HEALTH CLUBS, ATHLETIC CLUBS AND SPAS**

This License Agreement, including any attached and referenced Schedules (the "Agreement"), is made in New York by and between SESAC LLC ("SESAC"), a Delaware limited liability company, with offices at 35 Music Square East, Nashville, TN 37203, and

LICENSEE Information			
("LICENSEE")			
<i>(Legal Entity Name)</i>			
Business Entity(select one): <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other: _____			
<i>(State of Incorporation, if applicable)</i>		<i>(Taxpayer ID #)</i>	
<i>(Street Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
<i>(Telephone #)</i>	<i>(Fax #)</i>	<i>(Email)</i>	
Billing Information			
<input type="checkbox"/> Same as LICENSEE Information			
<i>(Street Address)</i>			
<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>	
<i>(Telephone #)</i>	<i>(Fax #)</i>	<i>(Email)</i>	

The health and/or athletic clubs listed on Schedule "A" pursuant to the terms of this Agreement are referred to herein as the "Licensed Premises." Schedule "A" is attached hereto and incorporated herein.

SESAC and LICENSEE hereby mutually agree as follows:

1. GRANT OF RIGHTS

Effective as of _____ **1, 20**_____ (the "Effective Date"), and subject to the terms and conditions of this Agreement, SESAC grants to LICENSEE the non-exclusive right and license to publicly perform non-dramatic renditions of all of the musical compositions for which SESAC is authorized to license the public performance right (the "Compositions") solely on the Licensed Premises.

2. LIMITATIONS OF RIGHTS

- A. Except as specifically described in Paragraph 1, above, nothing contained herein shall be construed as permitting LICENSEE to publicly perform, transmit, re-transmit or reproduce any Composition by any means, medium, method, device or process now or hereafter known, or as permitting LICENSEE to grant any such right to others.
- B. The rights granted pursuant to Paragraph 1, above, shall exclude "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).
- C. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions: (i) which are part of a background music service originating from any location, including a Licensed Premises, which performances are authorized by SESAC pursuant to a separate license agreement, regardless of the means by which such performances are transmitted on or to such Licensed Premises, and/or (ii) by coin-operated phonorecord players ("jukeboxes"), as defined in 17 U.S.C. § 116.
- D. The authorization provided in this Agreement shall be limited to public performances made in the United States of America, its territories, possessions and the Commonwealth of Puerto Rico.
- E. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions on those portions of any Licensed Premises which are owned or operated by a third party (e.g., retail stores, restaurants).
- F. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions at any facility with overnight accommodations.

3. LICENSE FEE

- A. In consideration of the rights granted herein, LICENSEE shall pay to SESAC an annual license fee (each, a "License Fee") for each calendar year during the Term (each, a "License Fee Period") in accordance with Schedule "B," which is attached hereto and incorporated herein.
- B. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, upon notice to LICENSEE, to make changes to Schedule "B." In such event, LICENSEE shall have the right to terminate this Agreement as of the date such change(s) are to take effect, provided that LICENSEE gives notice to SESAC of such termination specifically referencing this Paragraph, not later than thirty (30) days after SESAC notifies LICENSEE of such change(s). For the avoidance of doubt, annual rate adjustments made pursuant to Paragraph 3.E below shall not be considered a change to Schedule "B."
- C. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, but not the obligation, to verify through independent sources any information required to be reported by LICENSEE pursuant to Schedule "B," and SESAC may adjust the License Fee(s) as may be appropriate based on information obtained from such sources.
- D. In the event SESAC is determined by any taxing authority or court 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 to LICENSEE therefor, for any such tax derived from receipts received from LICENSEE.

E. Effective each January 1 following the Effective Date, the rates set forth in the Fee Schedule shall be increased by an amount equal to the percent increase in the Consumer Price Index – All Urban Consumers (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, between the most recent October and the preceding October or five percent (5%), whichever amount is greater.

4. BREACH AND CURE; LATE PAYMENT CHARGE

A. In the event LICENSEE is in default or breach of any provision of this Agreement, including failure to make any payment when due hereunder, and LICENSEE has not cured such default or breach within thirty (30) days following SESAC's notice to LICENSEE thereof, then SESAC shall have the right to terminate this Agreement in addition to pursuing any and all other rights and/or remedies.

B. 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. SESAC shall also have the right to impose a charge of \$35.00 for each dishonored check or other form of payment. In the event SESAC incurs any expenses in connection with the collection of any amounts past due to SESAC hereunder, including but not limited to attorney's fees, LICENSEE shall be responsible for promptly paying such amounts to SESAC.

5. RIGHT OF VERIFICATION

A. LICENSEE agrees to maintain all necessary information in its books and records to allow SESAC to verify LICENSEE's reports, payments, statements and computations required by this Agreement. SESAC shall have the right, on at least ten (10) days prior written notice, to examine LICENSEE's books and records during customary business hours to such extent as may be necessary to verify any and all reports, payments, statements and computations made or required hereunder. In connection with such an examination, LICENSEE agrees to furnish all pertinent books and records, including electronic records in industry standard format, to SESAC's authorized representatives. Such books and records shall be kept by LICENSEE for at least three (3) years following any termination of this Agreement.

B. In the event an examination reveals that LICENSEE has underpaid any License Fee due SESAC, LICENSEE shall submit the additional amount due within forty-five (45) days from SESAC's written request for such payment. Should such an examination reveal that LICENSEE has underpaid SESAC any License Fee by five percent (5%) or more, LICENSEE shall pay the reasonable costs and expenses of the examination, including travel expenses.

C. SESAC's rights and LICENSEE's obligations arising from this Paragraph 5 shall survive any termination of this Agreement. SESAC agrees that any non-public information discovered by SESAC as part of any examination instituted under this Paragraph 5 shall be treated as confidential and shall not be disclosed to any third party (other than SESAC's attorneys, accountants and other professional advisors) without LICENSEE's prior written consent, except as may be required by law. SESAC's exercise of any rights under this provision shall not prejudice any of SESAC's other rights or remedies, including the right to dispute any amounts owed to SESAC under this Agreement.

6. TERM OF LICENSE

A. The term of this Agreement shall be for an initial period that commences on the Effective Date and continues for a period of twelve (12) calendar months (the "Initial Period"). Thereafter, this Agreement shall automatically continue in full force and effect for successive additional periods of twelve (12) calendar months (each, a "Renewal Period"). Either party may terminate this Agreement effective as of the last day of the Initial Period or as of the last day of any Renewal Period, upon advance notice to the other party specifically referencing this Paragraph at least thirty (30) days prior to the commencement of the upcoming Renewal Period. The Initial Period and any Renewal Period(s) shall be 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 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' notice to LICENSEE 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 results in substantial interference in SESAC's operation or a substantial increase in the cost of conducting its business.

7. MISCELLANEOUS

A. 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 subject matter hereof. If any part of this Agreement is determined 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.

B. SESAC shall have the right, upon notice to LICENSEE, to withdraw from the scope of this Agreement the right to publicly perform any Composition (or collection of Compositions) 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 (or collection of Compositions).

C. This Agreement shall not be assignable by LICENSEE without SESAC's prior written permission. Subject to the preceding sentence, this Agreement shall be binding upon and inure to the benefit of SESAC's and LICENSEE's successors and assigns, but no assignment shall relieve SESAC or LICENSEE of its respective obligations under this Agreement. LICENSEE shall notify SESAC within thirty (30) days of any change of ownership or control of LICENSEE's operations.

D. This Agreement shall not be valid until executed by an authorized signatory of SESAC. This Agreement has been read and is understood by both parties and contains their entire understanding with regard to the subject matter hereof. No waiver, addition or modification shall be valid unless in writing, executed with the same formality as this Agreement.

E. All notices required or permitted herein shall be in writing and deemed given to the other party hereto when sent to an address for such party set forth in this Agreement or such other address as such party may designate by written notice.

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

(please insert today's date)

LICENSEE

SESAC

By: _____
(Signature)

By: _____
(Signature)

(Type or Print Name)

(Type or Print Name)

Title: _____

Title: _____

Schedule "B" to the SESAC Music Performance License for Health Clubs, Athletic Clubs and Spas

1. FEE SCHEDULE/LICENSE FEE CALCULATION.

The License Fee for each License Fee Period shall be determined based on the number of Licensed Premises set forth on the most recent License Fee Report submitted to SESAC and calculated using the following table:

Fee Schedule for January 1, 2017-December 31, 2017

Number of Locations	Fee per Location
1 to 9	\$269
10 to 99	\$250
100 to 250	\$223
251 to 499	\$194
500 and Over	\$170

2. LICENSE FEE PAYMENT.

Upon the execution of this Agreement, LICENSEE shall pay the initial License Fee to SESAC which amount shall be prorated (if applicable) to reflect payment for the period from the Effective Date through the end of such License Fee Period. The License Fee for each License Fee Period thereafter shall be submitted to SESAC on or before the commencement of such License Fee Period.

3. REPORTING.

A. Upon execution of the Agreement, LICENSEE shall provide SESAC with a completed license fee report (each, a "License Fee Report") identifying each Licensed Premises (including the names and addresses thereof) as of the Effective Date. Each such Licensed Premises will be included on Schedule "A."

B. On or before each December 1 following the Effective Date, LICENSEE shall provide SESAC with an updated License Fee Report identifying each Licensed Premises (including the names and addresses thereof) as of the preceding November 1, and Schedule "A" will be modified accordingly. Notwithstanding the foregoing, LICENSEE shall not be required under this Paragraph 3.B to submit any License Fee Report which would contain solely the same information as the most recently submitted License Fee Report.

C. All reports under this Agreement shall be submitted by LICENSEE, by electronic means if possible, in Excel or similar format if applicable, to reporting@sesac.com, or by regular mail addressed to:

SESAC
Attn: Licensing Administration
35 Music Square East
Nashville, TN 37203

D. **CERTIFICATION.** LICENSEE represents and warrants that all information which has been, or which will be, provided by LICENSEE pursuant to this Schedule "B" to be complete, true and accurate.

SESAC MUSIC PERFORMANCE LICENSE FOR HOTELS, MOTELS AND RESORTS

This License Agreement, including any attached and referenced Schedules (the "Agreement"), is made in New York by and between SESAC LLC ("SESAC"), a Delaware limited liability company, with offices at 35 Music Square East, Nashville, TN 37203, and

LICENSEE Information			
("LICENSEE")			
<i>(Legal Entity Name)</i>			
Business Entity(select one): <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other: _____			
<i>(State of Incorporation, if applicable)</i>		<i>(Taxpayer ID #)</i>	
<i>(Street Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
<i>(Telephone #)</i>	<i>(Fax #)</i>	<i>(Email)</i>	
Licensed Location Information			
<input type="checkbox"/> Same as LICENSEE Information			
<i>(Establishment Name)</i>			
<i>(Street Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
<i>(Telephone #)</i>	<i>(Fax #)</i>	<i>(Email)</i>	
<i>(Universal Resource Locator ("URL"))</i>			
Billing Information			
<input type="checkbox"/> Same as LICENSEE Information			
<i>(Street Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
<i>(Telephone #)</i>	<i>(Fax #)</i>	<i>(Email)</i>	

The hotel, motel or resort for which the above supplied information applies is referred to herein as the "Premises."

SESAC and LICENSEE hereby mutually agree as follows:

1. GRANT OF RIGHTS

Effective as of _____ **1, 20** _____ (the "Effective Date"), and subject to the terms and conditions of this Agreement, SESAC grants to LICENSEE the non-exclusive right and license to publicly perform non-dramatic renditions of all of the musical compositions for which SESAC is authorized to license the public performance right (the "Compositions") solely on the Premises.

2. LIMITATIONS OF RIGHTS

- A. Except as specifically described in Paragraph 1, above, nothing contained herein shall be construed as permitting LICENSEE to publicly perform, transmit, re-transmit or reproduce any Composition by any means, medium, method, device or process now or hereafter known, or as permitting LICENSEE to grant any such right to others.
- B. The rights granted pursuant to Paragraph 1, above, shall exclude "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).
- C. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions: (i) which are part of a background music service originating from any location, including the Premises, which performances are authorized by SESAC pursuant to a separate license agreement, regardless of the means by which such performances are transmitted on or to the Premises, and/or (ii) by coin-operated phonorecord players ("jukeboxes"), as defined in 17 U.S.C. § 116.
- D. The authorization provided in this Agreement shall be limited to public performances made in the United States of America, its territories, possessions and the Commonwealth of Puerto Rico.
- E. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions on those portions of the Premises which are owned or operated by a third party (e.g., retail stores, restaurants).

3. LICENSE FEE

- A. In consideration of the rights granted herein, LICENSEE shall pay to SESAC an annual license fee (each, a "License Fee") for each calendar year during the Term (each, a "License Fee Period") in accordance with Schedule "A," which is attached hereto and incorporated herein.
- B. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, upon notice to LICENSEE, to make changes to Schedule "A." In such event, LICENSEE shall have the right to terminate this Agreement as of the date such change(s) are to take effect, provided that LICENSEE gives notice to SESAC of such termination specifically referencing this Paragraph, not later than thirty (30) days after SESAC notifies LICENSEE of such change(s). For the avoidance of doubt, annual rate adjustments made pursuant to Paragraph 3.E below shall not be considered a change to Schedule "A."
- C. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, but not the obligation, to verify through independent sources any information required to be reported by LICENSEE pursuant to Schedule "A," and SESAC may adjust the License Fee(s) as may be appropriate based on information obtained from such sources.
- D. In the event SESAC is determined by any taxing authority or court 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 to LICENSEE therefor, for any such tax derived from receipts received from LICENSEE.
- E. Effective each January 1 following the Effective Date, the rates set forth in the Fee Schedule shall be increased by an amount equal to the percent increase in the Consumer Price Index – All Urban Consumers (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, between the most recent October and the preceding October or five percent (5%), whichever amount is greater.

4. BREACH AND CURE; LATE PAYMENT CHARGE

A. In the event LICENSEE is in default or breach of any provision of this Agreement, including failure to make any payment when due hereunder, and LICENSEE has not cured such default or breach within thirty (30) days following SESAC's notice to LICENSEE thereof, then SESAC shall have the right to terminate this Agreement in addition to pursuing any and all other rights and/or remedies.

B. 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. SESAC shall also have the right to impose a charge of \$35.00 for each dishonored check or other form of payment. In the event SESAC incurs any expenses in connection with the collection of any amounts past due to SESAC hereunder, including but not limited to attorney's fees, LICENSEE shall be responsible for promptly paying such amounts to SESAC.

5. RIGHT OF VERIFICATION

A. LICENSEE agrees to maintain all necessary information in its books and records to allow SESAC to verify LICENSEE's reports, payments, statements and computations required by this Agreement. SESAC shall have the right, on at least ten (10) days prior written notice, to examine LICENSEE's books and records during customary business hours to such extent as may be necessary to verify any and all reports, payments, statements and computations made or required hereunder. In connection with such an examination, LICENSEE agrees to furnish all pertinent books and records, including electronic records in industry standard format, to SESAC's authorized representatives. Such books and records shall be kept by LICENSEE for at least three (3) years following any termination of this Agreement.

B. In the event an examination reveals that LICENSEE has underpaid any License Fee due SESAC, LICENSEE shall submit the additional amount due within forty-five (45) days from SESAC's written request for such payment. Should such an examination reveal that LICENSEE has underpaid SESAC any License Fee by five percent (5%) or more, LICENSEE shall pay the reasonable costs and expenses of the examination, including travel expenses.

C. SESAC's rights and LICENSEE's obligations arising from this Paragraph 5 shall survive any termination of this Agreement. SESAC agrees that any non-public information discovered by SESAC as part of any examination instituted under this Paragraph 5 shall be treated as confidential and shall not be disclosed to any third party (other than SESAC's attorneys, accountants and other professional advisors) without LICENSEE's prior written consent, except as may be required by law. SESAC's exercise of any rights under this provision shall not prejudice any of SESAC's other rights or remedies, including the right to dispute any amounts owed to SESAC under this Agreement.

6. TERM OF LICENSE

A. The term of this Agreement shall be for an initial period that commences on the Effective Date and continues for a period of twelve (12) calendar months (the "Initial Period"). Thereafter, this Agreement shall automatically continue in full force and effect for successive additional periods of twelve (12) calendar months (each, a "Renewal Period"). Either party may terminate this Agreement effective as of the last day of the Initial Period or as of the last day of any Renewal Period, upon advance notice to the other party specifically referencing this Paragraph at least thirty (30) days prior to the commencement of the upcoming Renewal Period. The Initial Period and any Renewal Period(s) shall be 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 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' notice to LICENSEE 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 results in substantial interference in SESAC's operation or a substantial increase in the cost of conducting its business.

7. MISCELLANEOUS

A. 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 subject matter hereof. If any part of this Agreement is determined 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.

B. SESAC shall have the right, upon notice to LICENSEE, to withdraw from the scope of this Agreement the right to publicly perform any Composition (or collection of Compositions) 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 (or collection of Compositions).

C. This Agreement shall not be assignable by LICENSEE without SESAC's prior written permission. Subject to the preceding sentence, this Agreement shall be binding upon and inure to the benefit of SESAC's and LICENSEE's successors and assigns, but no assignment shall relieve SESAC or LICENSEE of its respective obligations under this Agreement. LICENSEE shall notify SESAC within thirty (30) days of any change of ownership or control of LICENSEE's operations.

D. This Agreement shall not be valid until executed by an authorized signatory of SESAC. This Agreement has been read and is understood by both parties and contains their entire understanding with regard to the subject matter hereof. No waiver, addition or modification shall be valid unless in writing, executed with the same formality as this Agreement.

E. All notices required or permitted herein shall be in writing and deemed given to the other party hereto when sent to an address for such party set forth in this Agreement or such other address as such party may designate by written notice.

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

(please insert today's date)

LICENSEE

SESAC

By: _____
(Signature)

By: _____
(Signature)

(Type or Print Name)

(Type or Print Name)

Title: _____

Title: _____

**Schedule "A" to the
SESAC Music Performance License for Hotels, Motels and Resorts**

1. FEE SCHEDULE/LICENSE FEE CALCULATION.

Fee Schedule for January 1, 2017 – December 31, 2017

"Minimum License Fee"	"Maximum License Fee"	"Music Multipliers"		"Web Site License Fee"	
\$234	\$7,478	Type of Music Performed	Multiplier	# of Rooms	License Fee
		Mechanical Only	.0322	100 or under	\$80
		Live Only	.0402	101 – 200	\$112
		Mechanical and Live	.0550	201 – 300	\$161
				301 – 400	\$226
				401 – 500	\$307
				Over 500	\$405

For each License Fee Period, the following shall apply:

A. The "License Fee" shall equal the sum of the Base License Fee plus the Web Site License Fee (if applicable) during such License Fee Period, which amount may be reduced by the AHLA Discount (if applicable).

B. The "Base License Fee" for the Premises shall equal the Total Room Number (as defined below) multiplied by the Average Daily Rate (as defined below) with the product further multiplied by the Music Multiplier applicable to the type of music that was performed on the Premises (i.e., "Mechanical Only," "Live Only" or "Mechanical and Live") during the applicable Reporting Period (as defined below); provided, however, that, in no event shall the Base License Fee be less than the Minimum License Fee or greater than the Maximum License Fee.

C. Payment of the "Web Site License Fee" shall deem included in Paragraph 1 above (the "Grant of Rights") public performances of the Compositions via: (i) transmissions through the web site with the principal Universal Resource Locator ("URL") set forth in the License Fee Report and for which the primary purpose is to promote business at the Premises; and (ii) transmissions through the Intranet of the Premises. The Grant of Rights shall not include public performances of the Compositions in connection with any web site from which revenue is generated, directly or indirectly, from the transmission of content containing musical works including by way of access charges (e.g., pay per view or subscription fees) or the display or transmission of third party advertising, sponsorship or other promotional materials. This authorization is only available for those License Fee Periods for which LICENSEE also pays a Base License Fee.

D. **AHLA Discount.** If the Premises is a member in good standing of the American Hotel and Lodging Association (the "AHLA") and LICENSEE provides the AHLA Membership Number for the Premises on the License Fee Report, the License Fee otherwise payable hereunder shall be reduced by five percent (5%) (the "AHLA Discount").

2. LICENSE FEE PAYMENT.

A. Upon the execution of this Agreement, LICENSEE shall make an initial License Fee payment equal to the License Fee for the initial License Fee Period, prorated (if applicable) to reflect payment for the period from the Effective Date through the end of the initial billing period (as set forth in Paragraph 2.B, below) during the Term.

B. LICENSEE shall make subsequent License Fee payments equal to the License Fee for the License Fee Period concerned, prorated (if applicable) to reflect the billing period concerned (as selected below – if no selection is made, Paragraph 2.B.(a) shall apply), as follows:

_____ (a) annually in one (1) payment, on or before January 1 of a particular calendar year, for the billing period of January 1 through December 31 of such year; or

_____ (b) semi-annually in two (2) equal installments on or before January 1 of a particular calendar year, for the billing period of January 1 through June 30 of such year; and on or before July 1 of such year, for the billing period of July 1 through December 31 of such year.

3. REPORTING.

A. Upon the execution of this Agreement, LICENSEE shall provide to SESAC a completed license fee report in the form set forth on Schedule “B” attached hereto and incorporated herein (each, a “License Fee Report”) for the Premises as of the Effective Date.

B. On or before each October 1 during the Term, LICENSEE shall submit an updated License Fee Report for the Premises in the event that any factor used in calculating the License Fee (other than the rates set forth in the Fee Schedule) has changed relative to the most recent License Fee Report provided to SESAC.

C. All reports under this Agreement shall be submitted by LICENSEE, by electronic means if possible, in Excel or similar format (if applicable) to reporting@sesac.com, or by regular mail addressed to:

SESAC
35 Music Square East
Nashville, TN 37203

D. **CERTIFICATION.** LICENSEE represents and warrants that all information which has been, or which will be, provided by LICENSEE pursuant to this Schedule “A” to be complete, true and accurate.

4. DEFINITIONS.

A. “Average Daily Rate” means the total room revenue for the Premises during the applicable Reporting Period divided by the aggregate total number of days each room was rented during such Reporting Period.

B. “Mechanical Music” means any performance of music via a mechanical device (i.e., any performance of music other than a live musical performance by performers on the Premises). Examples of Mechanical Music include performances made via broadcast radio (whether such broadcast consists of a live or recorded performance), compact discs, iPods or similar devices, televisions, DVDs or karaoke systems.

C. “Reporting Period” means, for any License Fee Report, the twelve (12) month period beginning thirteen (13) months prior to the date such License Fee Report is due; provided, however, that, if the Premises has been operational for less than the entire Reporting Period, LICENSEE’s good faith estimation of the Average Daily Rate and music usage for the then current License Fee Period shall be used.

D. “Total Room Number” means: (i) for the initial License Fee Report under Paragraph 3.A, above, the total number of rooms on the Premises as of the Effective Date; and (ii) for all other License Fee Reports, the total number of rooms on the Premises as of the first day of the calendar month preceding the month in which such License Fee Report is due.

**Schedule "B" to the
SESAC Music Performance License for Hotels, Motels and Resorts
License Fee Report Form**

A.	Number of rooms on the Premises	
B.	Average Daily Rate for the Premises (see Paragraph 4.A)	
C.	Applicable Music Multiplier (see Paragraph 1.B)	
D.	Base License Fee (Line A x Line B x Line C)	
E.	General Authorization Fee (if Line D is less than \$234, enter \$234; if line D is greater than \$7,478, enter \$7,478; otherwise enter value from Line D)	
F.	Web Site License Fee (see Paragraph 1.C)	
G.	Total Annual License Fee (Line E + Line F)	
H.	American Hotel and Lodging Association members in good standing discount (if an AH and LA member in good standing, multiply Line G x .05; otherwise enter 0)	
I.	Net Annual License Fee (Subtract Line H from Line G)	
J.	Divide the value from Line I by 12	
K.	License Fee Due (Multiply Line J by the number of months from the Effective Date)	

SESAC MUSIC PERFORMANCE LICENSE FOR HOTEL, MOTEL AND RESORT GROUPS

This License Agreement, including any attached and referenced Schedules (the "Agreement"), is made in New York by and between SESAC LLC ("SESAC"), a Delaware limited liability company, with offices at 35 Music Square East, Nashville, TN 37203, and

LICENSEE Information			
("LICENSEE")			
<i>(Legal Entity Name)</i>			
Business Entity(select one): <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other: _____			
<i>(State of Incorporation, if applicable)</i>		<i>(Taxpayer ID #)</i>	
<i>(Street Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
<i>(Telephone #)</i>	<i>(Fax #)</i>	<i>(Email)</i>	
Billing Information			
<input type="checkbox"/> Same as LICENSEE Information			
<i>(Street Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
<i>(Telephone #)</i>	<i>(Fax #)</i>	<i>(Email)</i>	

The LICENSEE Properties (as defined below) listed on Schedule "A" pursuant to the terms of this Agreement are referred to herein as the "Licensed Premises." Schedule "A" is attached hereto and incorporated herein.

SESAC and LICENSEE hereby mutually agree as follows:

1. GRANT OF RIGHTS

Effective as of _____ **1, 20**_____ (the "Effective Date"), and subject to the terms and conditions of this Agreement, SESAC grants to LICENSEE the non-exclusive right and license to publicly perform non-dramatic renditions of all of the musical compositions for which SESAC is authorized to license the public performance right (the "Compositions") solely on the Licensed Premises.

2. LIMITATIONS OF RIGHTS

- A. Except as specifically described in Paragraph 1, above, nothing contained herein shall be construed as permitting LICENSEE to publicly perform, transmit, re-transmit or reproduce any Composition by any means, medium, method, device or process now or hereafter known, or as permitting LICENSEE to grant any such right to others.
- B. The rights granted pursuant to Paragraph 1, above, shall exclude “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).
- C. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions: (i) which are part of a background music service originating from any location, including a Licensed Premises, which performances are authorized by SESAC pursuant to a separate license agreement, regardless of the means by which such performances are transmitted on or to such Licensed Premises, and/or (ii) by coin-operated phonorecord players (“jukeboxes”), as defined in 17 U.S.C. § 116.
- D. The authorization provided in this Agreement shall be limited to public performances made in the United States of America, its territories, possessions and the Commonwealth of Puerto Rico.
- E. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions on those portions of any Licensed Premises which are owned or operated by a third party (e.g., retail stores, restaurants).

3. LICENSE FEE

- A. In consideration of the rights granted herein, LICENSEE shall pay to SESAC an annual license fee (each, a “License Fee”) for each calendar year during the Term (each, a “License Fee Period”) in accordance with Schedule “B,” which is attached hereto and incorporated herein.
- B. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, upon notice to LICENSEE, to make changes to Schedule “B.” In such event, LICENSEE shall have the right to terminate this Agreement as of the date such change(s) are to take effect, provided that LICENSEE gives notice to SESAC of such termination specifically referencing this Paragraph, not later than thirty (30) days after SESAC notifies LICENSEE of such change(s). For the avoidance of doubt, annual rate adjustments made pursuant to Paragraph 3.E below shall not be considered a change to Schedule “B.”
- C. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, but not the obligation, to verify through independent sources any information required to be reported by LICENSEE pursuant to Schedule “B,” and SESAC may adjust the License Fee(s) as may be appropriate based on information obtained from such sources.
- D. In the event SESAC is determined by any taxing authority or court 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 to LICENSEE therefor, for any such tax derived from receipts received from LICENSEE.
- E. Effective each January 1 following the Effective Date, the rates set forth in the Fee Schedule shall be increased by an amount equal to the percent increase in the Consumer Price Index – All Urban Consumers (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, between the most recent October and the preceding October or five percent (5%), whichever amount is greater.

4. BREACH AND CURE; LATE PAYMENT CHARGE

A. In the event LICENSEE is in default or breach of any provision of this Agreement, including failure to make any payment when due hereunder, and LICENSEE has not cured such default or breach within thirty (30) days following SESAC's notice to LICENSEE thereof, then SESAC shall have the right to terminate this Agreement in addition to pursuing any and all other rights and/or remedies.

B. 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. SESAC shall also have the right to impose a charge of \$35.00 for each dishonored check or other form of payment. In the event SESAC incurs any expenses in connection with the collection of any amounts past due to SESAC hereunder, including but not limited to attorney's fees, LICENSEE shall be responsible for promptly paying such amounts to SESAC.

5. RIGHT OF VERIFICATION

A. LICENSEE agrees to maintain all necessary information in its books and records to allow SESAC to verify LICENSEE's reports, payments, statements and computations required by this Agreement. SESAC shall have the right, on at least ten (10) days prior written notice, to examine LICENSEE's books and records during customary business hours to such extent as may be necessary to verify any and all reports, payments, statements and computations made or required hereunder. In connection with such an examination, LICENSEE agrees to furnish all pertinent books and records, including electronic records in industry standard format, to SESAC's authorized representatives. Such books and records shall be kept by LICENSEE for at least three (3) years following any termination of this Agreement.

B. In the event an examination reveals that LICENSEE has underpaid any License Fee due SESAC, LICENSEE shall submit the additional amount due within forty-five (45) days from SESAC's written request for such payment. Should such an examination reveal that LICENSEE has underpaid SESAC any License Fee by five percent (5%) or more, LICENSEE shall pay the reasonable costs and expenses of the examination, including travel expenses.

C. SESAC's rights and LICENSEE's obligations arising from this Paragraph 5 shall survive any termination of this Agreement. SESAC agrees that any non-public information discovered by SESAC as part of any examination instituted under this Paragraph 5 shall be treated as confidential and shall not be disclosed to any third party (other than SESAC's attorneys, accountants and other professional advisors) without LICENSEE's prior written consent, except as may be required by law. SESAC's exercise of any rights under this provision shall not prejudice any of SESAC's other rights or remedies, including the right to dispute any amounts owed to SESAC under this Agreement.

6. TERM OF LICENSE

A. The term of this Agreement shall be for an initial period that commences on the Effective Date and continues for a period of twelve (12) calendar months (the "Initial Period"). Thereafter, this Agreement shall automatically continue in full force and effect for successive additional periods of twelve (12) calendar months (each, a "Renewal Period"). Either party may terminate this Agreement effective as of the last day of the Initial Period or as of the last day of any Renewal Period, upon advance notice to the other party specifically referencing this Paragraph at least thirty (30) days prior to the commencement of the upcoming Renewal Period. The Initial Period and any Renewal Period(s) shall be 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 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' notice to LICENSEE 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 results in substantial interference in SESAC's operation or a substantial increase in the cost of conducting its business.

7. MISCELLANEOUS

A. 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 subject matter hereof. If any part of this Agreement is determined 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.

B. SESAC shall have the right, upon notice to LICENSEE, to withdraw from the scope of this Agreement the right to publicly perform any Composition (or collection of Compositions) 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 (or collection of Compositions).

C. This Agreement shall not be assignable by LICENSEE without SESAC's prior written permission. Subject to the preceding sentence, this Agreement shall be binding upon and inure to the benefit of SESAC's and LICENSEE's successors and assigns, but no assignment shall relieve SESAC or LICENSEE of its respective obligations under this Agreement. LICENSEE shall notify SESAC within thirty (30) days of any change of ownership or control of LICENSEE's operations.

D. This Agreement shall not be valid until executed by an authorized signatory of SESAC. This Agreement has been read and is understood by both parties and contains their entire understanding with regard to the subject matter hereof. No waiver, addition or modification shall be valid unless in writing, executed with the same formality as this Agreement.

E. All notices required or permitted herein shall be in writing and deemed given to the other party hereto when sent to an address for such party set forth in this Agreement or such other address as such party may designate by written notice.

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

(please insert today's date)

LICENSEE

SESAC

By: _____
(Signature)

By: _____
(Signature)

(Type or Print Name)

(Type or Print Name)

Title: _____

Title: _____

**Schedule “B” to the
SESAC Music Performance License for Hotel, Motel and Resort Groups**

1. FEE SCHEDULE/LICENSE FEE CALCULATION.

Fee Schedule for January 1, 2017 – December 31, 2017

<u>“Minimum License Fee”</u>	<u>“Maximum License Fee”</u>	<u>“Music Multipliers”</u>		<u>“Web Site License Fee”</u>	
\$234	\$7,478	Type of Music Performed	Multiplier	# of Rooms	License Fee
		Mechanical Only	.0322	100 or under	\$80
		Live Only	.0402	101 – 200	\$112
		Mechanical and Live	.0550	201 – 300	\$161
				301 – 400	\$226
				401 – 500	\$307
				Over 500	\$405

For each License Fee Period, the following shall apply:

A. The “License Fee” shall equal the sum of all Premises License Fees for each Licensed Premises.

B. The “Premises License Fee” for a Licensed Premises shall equal the Base License Fee for such Licensed Premises plus the Web Site License Fee (if applicable) for such Licensed Premises, which amount may be reduced by the AHLA Discount (if applicable) and further reduced by the Group Discount (if applicable).

C. The “Base License Fee” for a Licensed Premises shall equal the Total Room Number (as defined below) multiplied by the Average Daily Rate (as defined below) with the product further multiplied by the Music Multiplier applicable to the type of music that was performed on the Licensed Premises (i.e., “Mechanical Only,” “Live Only” or “Mechanical and Live”) during the applicable Reporting Period (as defined below); provided, however, that, in no event shall the Base License Fee be less than the Minimum License Fee or greater than the Maximum License Fee.

D. Payment of the “Web Site License Fee” for a Licensed Premises shall deem included in Paragraph 1 above (the “Grant of Rights”) public performances of the Compositions via: (i) transmissions through the web site with the principal Universal Resource Locator (“URL”) set forth in the License Fee Report for such Licensed Premises and for which the primary purpose is to promote business at the Licensed Premises; and (ii) transmissions through the Intranet of the Licensed Premises. The Grant of Rights shall not include public performances of the Compositions in connection with any web site from which revenue is generated, directly or indirectly, from the transmission of content containing musical works including by way of access charges (e.g., pay per view or subscription fees) or the display or transmission of third party advertising, sponsorship or other promotional materials. This authorization is only available for those License Fee Periods for which LICENSEE also pays a Base License Fee for such Licensed Premises.

E. **AHLA Discount.** If a Licensed Premises is a member in good standing of the American Hotel and Lodging Association (the “AHLA”) and LICENSEE provides the AHLA Membership Number for such Licensed Premises on the License Fee Report therefor, the Premises License Fee otherwise payable hereunder for such Licensed Premises shall be reduced by five percent (5%) (the “AHLA Discount”).

F. **Group Discount.** Provided there are at least three (3) Licensed Premises covered under this Agreement and LICENSEE pays each installment of the License Fee in the form of a single payment transaction, LICENSEE is eligible for a Group Discount, which shall be calculated on a Licensed Premises by Licensed Premises basis as follows:

Number of Hotels	Group Discount
3 – 9	10%
10 – 25	15%
26 – 49	20%
50 or more	25%

2. LICENSE FEE PAYMENT.

A. Upon the execution of this Agreement, LICENSEE shall make an initial License Fee payment equal to the License Fee for the initial License Fee Period, prorated (if applicable) to reflect payment for the period from the Effective Date through the end of the initial billing period (as set forth in Paragraph 2.B, below) during the Term.

B. Subject to Paragraphs 3.C and 3.D, below, LICENSEE shall make subsequent License Fee payments equal to the License Fee for the License Fee Period concerned, prorated (if applicable) to reflect the billing period concerned (as selected below – if no selection is made, Paragraph 2.B.(a) shall apply), as follows:

_____ (a) annually in one (1) payment, on or before January 1 of a particular calendar year, for the billing period of January 1 through December 31 of such year; or

_____ (b) semi-annually in two (2) equal installments on or before January 1 of a particular calendar year, for the billing period of January 1 through June 30 of such year; and on or before July 1 of such year, for the billing period of July 1 through December 31 of such year.

3. REPORTING.

A. Upon the execution of this Agreement, LICENSEE shall provide to SESAC a completed license fee report in the form set forth on Schedule “C” attached hereto and incorporated herein (each, a “License Fee Report”) for each LICENSEE Property (as defined below) as of the Effective Date. Each LICENSEE Property reported as being a Music User (as defined below) shall be included on Schedule “A” as a Licensed Premises as of the Effective Date.

B. On or before each October 1 during the Term, LICENSEE shall submit an updated License Fee Report for any Licensed Premises for which any factor used in calculating the Premises License Fee therefor (other than the rates set forth in the Fee Schedule) has changed relative to the most recent License Fee Report that was provided to SESAC for such Licensed Premises.

C. In the event LICENSEE begins to own, manage or operate any hotel, motel or resort that is a Music User or any LICENSEE Property becomes a Music User (each, an “Additional Licensed Premises”), then:

- (i) LICENSEE shall, within thirty (30) days thereof, submit to SESAC: (1) a License Fee Report for such Additional Licensed Premises and (2) a payment in the amount of the then current Premises License Fee for such Additional Licensed Premises, prorated to reflect payment for the period from the first day of the month in which such event occurred through the end of the then current billing period;

- (ii) The Additional Licensed Premises will be added to Schedule "A" effective as of the first day of the month in which such event occurred; and
- (iii) For purposes of calculating future payments hereunder, the License Fee shall be prospectively adjusted accordingly.

D. In the event LICENSEE no longer owns, manages nor operates a particular Licensed Premises or any Licensed Premises becomes a Non-Music User (each, a "Divested Licensed Premises"), then:

- (i) LICENSEE shall, within thirty (30) days thereof, notify SESAC in writing of such Divested Licensed Premises;
- (ii) LICENSEE's account under this Agreement will be credited by the amount of the then current Premises License Fee for such Divested Licensed Premises, prorated to reflect a credit for the period from the first day of the month in which such event occurred through the end of the then current billing period;
- (iii) The Divested Licensed Premises will be removed from Schedule "A" effective as of the first day of the month in which such event occurred; and
- (iv) For purposes of calculating future payments due hereunder, the License Fee shall be prospectively adjusted accordingly.

E. Notwithstanding Paragraph 3.D, above, in the event that SESAC does not receive timely notice of a Divested Licensed Premises, then, upon SESAC's receipt thereof, LICENSEE's account will be issued a credit reflecting the period from the first day of the month in which such notice is received by SESAC through the end of the then current billing period.

F. All reports under this Agreement shall be submitted by LICENSEE, by electronic means if possible, in Excel or similar format (if applicable) to reporting@sesac.com, or by regular mail addressed to:

SESAC
35 Music Square East
Nashville, TN 37203

G. **CERTIFICATION.** LICENSEE represents and warrants that all information which has been, or which will be, provided by LICENSEE pursuant to this Schedule "B" to be complete, true and accurate.

4. DEFINITIONS.

- A. "Average Daily Rate" of a Licensed Premises means its total room revenue during the applicable Reporting Period divided by the aggregate total number of days each room was rented during such Reporting Period.
- B. "LICENSEE Property" means any hotel, motel or resort that is owned, managed or operated by LICENSEE.
- C. "Mechanical Music" means any performance of music via a mechanical device (i.e., any performance of music other than a live musical performance by performers on the Licensed Premises). Examples of Mechanical Music include performances made via broadcast radio (whether such broadcast consists of a live or recorded performance), compact discs, iPods or similar devices, televisions, DVDs or karaoke systems.

- D. "Music User" means any hotel, motel or resort: (i) on which public performances of musical works have occurred during the preceding calendar month; provided, however, in the event a LICENSEE Property has not been in operation during an entire calendar month, then LICENSEE's good faith estimation of music usage over the first calendar month of operation shall be used or (ii) for which LICENSEE wishes the Grant of Rights to apply.
- E. "Non-Music User" means any hotel, motel or resort on which public performances of musical works have not occurred during the preceding calendar month; provided, however, in the event a LICENSEE Property has not been in operation during for an entire calendar month, then LICENSEE's good faith estimation of music usage over the first calendar month of operation shall be used.
- F. "Reporting Period" means, for any License Fee Report, the twelve (12) month period beginning thirteen (13) months prior to the date such License Fee Report is due; provided, however, that, if the Licensed Premises has been operational for less than the entire Reporting Period, LICENSEE's good faith estimation of the Average Daily Rate and music usage for the then current License Fee Period shall be used.
- G. "Total Room Number" means: (i) for the initial License Fee Reports under Paragraph 3.A, above, the total number of rooms on the applicable Licensed Premises as of the Effective Date; and (ii) for all other License Fee Reports, the total number of rooms on the applicable Licensed Premises as of the first day of the calendar month preceding the month in which such License Fee Report is due.

**Schedule "C" to the
SESAC Music Performance License for Hotel, Motel and Resort Groups
License Fee Report Form**

Name, address, telephone number and web site URL (if applicable)		
Only provide the following information if the Licensed Premises is a Music User:		
A.	Total Room Number	
B.	Average Daily Rate	
C.	Music Multiplier	
D.	Base License Fee (Line A x Line B x Line C), provided if such amount is less than the Minimum License Fee, enter the Minimum License Fee; or if such amount is greater than the Maximum License Fee, enter the Maximum License Fee	
E.	Web Site License Fee (if applicable)	
F.	Total undiscounted Premises License Fee (Line D + Line E)	
G.	Reduce Line F by the AHLA Discount (if applicable), otherwise enter value from Line F AHLA Membership Number (if applicable): _____	
H.	Reduce Line G by the Group Discount (if applicable), otherwise enter value from Line G	
I.	Premises License Fee (enter value from Line H)	
J.	If the License Fee Report is submitted for less than an entire calendar year, multiply Line I by a fraction, the numerator is the number of months the Licensed Premises will be included on Schedule "A" during the billing period and the denominator is 12	

SESAC Internet Performance License

This License Agreement, including any attached and referenced Schedules (the "Agreement"), is made in New York by and between SESAC LLC ("SESAC"), a Delaware limited liability company, with offices at 35 Music Square East, Nashville, TN 37203, and

LICENSEE Information			
("LICENSEE")			
<i>(Legal Entity Name)</i>			
Business Entity(select one): <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other: _____			
<i>(State of Incorporation, if applicable)</i>		<i>(Taxpayer ID #)</i>	
<i>(Street Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
<i>(Telephone #)</i>	<i>(Fax #)</i>	<i>(Email)</i>	
Billing Information			
<input type="checkbox"/> Same as LICENSEE Information			
<i>(Street Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
<i>(Telephone #)</i>	<i>(Fax #)</i>	<i>(Email)</i>	
New Media Information			
<i>(Name of Service (the "Service Mark"))</i>		<i>(primary Universal Resource Locator (the "Licensed Web Site"))</i>	

This Agreement shall be effective as of _____ 1, 20____ (the "Effective Date").

1. Term

- a) The term of this Agreement shall be for an initial period that commences on the Effective Date and continues for a period of twelve (12) calendar months (the "Initial Period"). Thereafter, this Agreement shall automatically continue in full force and effect for successive additional periods of twelve (12) calendar months (each, a "Renewal Period"). Either party may terminate this Agreement effective as of the last day of the Initial Period or as of the last day of any Renewal Period, upon advance notice to the other party specifically referencing this Paragraph at least thirty (30) days prior to the commencement of the upcoming Renewal Period. The Initial Period and any Renewal Period(s) shall be 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 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' notice to LICENSEE 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 results in substantial interference in SESAC's operation or a substantial increase in the cost of conducting its business.
- c) In the event LICENSEE is in default or breach of any provision of this Agreement, including failure to make any payment when due hereunder, and LICENSEE has not cured such default or breach within thirty (30) days following SESAC's notice to LICENSEE thereof, then SESAC shall have the right to terminate this Agreement in addition to pursuing any and all other rights and/or remedies.

2. Selected Definitions

For the purposes of this Agreement only, the following terms shall have the following meanings:

- a) "App" means a software application that is downloaded to a consumer electronics device (e.g., a wireless telephone, a tablet computer).
- b) "Compositions" means all of the musical works for which SESAC is authorized to license the public performance right.
- c) The "Licensed Properties" means the Licensed Web Site and/or LICENSEE's proprietary, Service Mark-branded Apps.
- d) "Web Page" means a set of associated computer files transmitted sequentially from a Web Site to a browser program that simultaneously renders them to an end user.
- e) "Web Site" means a series of interrelated Web Pages comprising an Internet domain currently registered with a domain name registration service and located at its assigned URL.

3. Grant of Rights

Subject to the terms and conditions set forth in this Agreement, SESAC grants to LICENSEE the nonexclusive right and license to publicly perform non-dramatic renditions of the Compositions by internet transmissions accessed on the Licensed Properties.

4. Limitation of Rights

- a) Except as specifically described in Paragraph 3, above, nothing contained herein shall be construed as permitting LICENSEE to publicly perform, transmit, re-transmit or reproduce any Composition by any means, medium, method, device or process now or hereafter known, or as permitting LICENSEE to grant any such right to others.
- b) The rights granted pursuant to Paragraph 3, above, shall exclude "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).
- c) The transmissions licensed hereunder may be accessed at any physical location, whether or not such location is licensed to publicly perform the Compositions. However, nothing in this Agreement shall be deemed to grant a license with respect to any such location, including without limitation commercial and non-commercial establishments where all or any portion of the transmissions licensed hereunder are audible.
- d) Nothing in this Agreement authorizes LICENSEE to publicly perform the Compositions by transmissions hosted by LICENSEE and accessed on any Web Site or App, other than a Licensed Property, by means of an embedded media player, pop-out player or any similar technology.
- e) This Agreement shall specifically exclude authorization in connection with any person or entity that, in addition to making available internet transmissions via Web Sites and/or Apps, broadcasts or otherwise transmits content using any other medium (e.g., over-the-air television or radio broadcasts, transmissions via cable or satellite television systems).

5. License Fee

- a) In consideration of the rights granted herein, LICENSEE shall pay to SESAC a license fee (each, a "License Fee") for each calendar semi-annual period during the Term (each, a "License Fee Period") in accordance with Schedule "A" attached hereto and incorporated herein.
- b) Effective each January 1 during the Term following the Effective Date, the Semi-Annual Minimum Fee shall be increased by the amount of the percent increase in the Consumer Price Index - All Urban Consumers (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, between the most recent August and the preceding August.
- c) In the event SESAC is determined by any taxing authority or court 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 to LICENSEE therefor, for any such tax derived from receipts received from LICENSEE.
- d) 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. SESAC shall also have the right to impose a charge of \$35.00 for each dishonored check or other form of payment. In the event SESAC incurs any expenses in connection with the collection of any amounts past due to SESAC hereunder, including but not limited to attorney's fees, LICENSEE shall be responsible for promptly paying such amounts to SESAC.

6. Verification

- a) LICENSEE agrees to maintain all necessary information in its books and records to allow SESAC to verify LICENSEE's reports, payments, statements and computations required by this Agreement. SESAC shall have the right, on at least ten (10) days prior written notice, to examine LICENSEE's books and records during customary business hours to such extent as may be necessary to verify any and all reports, payments, statements and computations made or required hereunder. In connection with such an examination, LICENSEE agrees to furnish all pertinent books and records, including electronic records in industry standard format, to SESAC's authorized representatives. Such books and records shall be kept by LICENSEE for at least three (3) years following any termination of this Agreement.
- b) In the event an examination reveals that LICENSEE has underpaid any License Fee due SESAC, LICENSEE shall submit the additional amount due within forty-five (45) days from SESAC's written request for such payment. Should such an examination reveal that LICENSEE has underpaid SESAC any License Fee by five percent (5%) or more, LICENSEE shall pay the reasonable costs and expenses of the examination, including travel expenses.
- c) SESAC's rights and LICENSEE's obligations arising from this Paragraph 6 shall survive any termination of this Agreement. SESAC agrees that any non-public information discovered by SESAC as part of any examination instituted under this Paragraph 6 shall be treated as confidential and shall not be disclosed to any third party (other than SESAC's attorneys, accountants and other professional advisors) without LICENSEE's prior written consent, except as may be required by law. SESAC's exercise of any rights under this provision shall not prejudice any of SESAC's other rights or remedies, including the right to dispute any amounts owed to SESAC under this Agreement.

7. Territory

The authorization provided in this Agreement shall be limited to public performances made in the United States of America, its territories, possessions and the Commonwealth of Puerto Rico.

8. General

- a) LICENSEE represents and warrants that the Licensed Properties are operated with the primary purpose of producing Revenue (defined below).
- b) 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 subject matter hereof. If any part of this Agreement is determined 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.
- c) SESAC shall have the right, upon notice to LICENSEE, to withdraw from the scope of this Agreement the right to publicly perform any Composition (or collection of Compositions) 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 (or collection of Compositions).
- d) This Agreement shall not be assignable by LICENSEE without SESAC's prior written permission. Subject to the preceding sentence, this Agreement shall be binding upon and inure to the benefit of SESAC's and LICENSEE's successors and assigns, but no assignment shall relieve SESAC or LICENSEE of its respective obligations under this Agreement. LICENSEE shall notify SESAC within thirty (30) days of any change of ownership or control of LICENSEE's operations.
- e) This Agreement shall not be valid until executed by an authorized signatory of SESAC. This Agreement has been read and is understood by both parties and contains their entire understanding with regard to the subject matter hereof. No waiver, addition or modification shall be valid unless in writing, executed with the same formality as this Agreement.
- f) All notices required or permitted herein shall be in writing and deemed given to the other party hereto when sent to an address for such party set forth in this Agreement or such other address as such party may designate by written notice.

9. Music Usage Reports

- a) With respect to LICENSEE's performances of musical works via the Licensed Properties, on or before January 15, April 15, July 15 and October 15 of each calendar year during the Term, LICENSEE shall provide to SESAC the information contained in Paragraph 9.a.(i) below; and LICENSEE shall use reasonable efforts to provide to SESAC the information contained in Paragraph 9.a.(ii) below. In each event, LICENSEE shall provide such information with respect to all audio content and all audiovisual programs performed during the preceding calendar quarter.
 - (i) For audio content and music videos -- LICENSEE's program records, server logs or similar records listing the particular musical compositions performed and the number of times each such composition was performed.

(ii) For audiovisual programs (other than music videos) -- (1) The unique number assigned to each such program by LICENSEE which identifies the source of each such program; (2) The name of the source of each such program; (3) The unique number assigned to each such program by LICENSEE which identifies the particular program; (4) The title of each such program (e.g., the title of the series, movie, sporting event); (5) The number assigned to each performed episode of the program by the program producer; (6) The name assigned to each such episode of the program by the program producer; (7) The date each such performance occurs; (8) The number of performances that occurred during the reporting period summarized by source/program/episode/date.

b) LICENSEE shall submit any reports required under this Paragraph 9 electronically in a file format compatible with SESAC's computer system (e.g., an Excel spreadsheet) or, in the alternative, via such other commercially accepted reporting method upon which the parties agree prior to LICENSEE's submission of a report. SESAC may require LICENSEE to submit reports under this Paragraph 9 to a third party designee in a standard format compatible with such third party designee's computer system. Upon any termination of this Agreement, LICENSEE shall remain obligated to submit such materials to SESAC for the period from the Effective Date through the last day of the calendar month when such termination becomes effective and this obligation shall survive any termination of this Agreement.

IN WITNESS THEREOF, the parties have caused this Agreement to be duly signed as of the _____ day of _____, 20____.

LICENSEE

SESAC

By: _____
(Signature)

By: _____
(Signature)

(Type or Print Name)

(Type or Print Name)

Title: _____

Title: _____

Schedule "A" to SESAC Internet Performance License

1. Fee Schedule

2017 Revenue Multiplier	2017 Semi-Annual Minimum Fee
.0082	\$324

2. Definitions

For the purposes of this Agreement only, the following additional terms shall have the following meanings:

- A. "Revenue" means any and all payments made in connection with the Licensed Properties, including payments to LICENSEE (or any of its associates, affiliates, agents or representatives) as well as the fair market value of any and all goods and services provided to LICENSEE or any such other entity as barter instead of monetary payment.
- B. "Distribution Revenue" means any and all Revenue in connection with the provision of access to the Licensed Properties (e.g., subscription fees) or any of the content available thereby and the total retail price paid by the end user for the sale or license of any Apps, regardless of whether LICENSEE shares such Revenue with any third party.
- C. "Advertising Revenue" means any and all Revenue in connection with advertising, sponsorship or promotional materials provided by means of the Licensed Properties (including, without limitation, any and all display advertisements placed on any of the pages of the Licensed Properties as well as any and all "in-stream" advertisements); and any Revenue from content providers for the carriage of programming content on the Licensed Properties.
- D. "Other Revenue" means any and all Revenue other than Distribution Revenue and Advertising Revenue, including any and all donations made in connection with the Licensed Properties.

3. Calculation and Payment of License Fees

- A. For each License Fee Period, LICENSEE shall submit to SESAC a license fee report in the form attached hereto as Schedule "B," which is incorporated herein (each, a "License Fee Report"). Each such License Fee Report shall set forth the amount of Distribution Revenue, Advertising Revenue and Other Revenue during the applicable Designated Period identified in the chart below. LICENSEE shall submit the initial License Fee Report upon the execution of this Agreement, and shall submit subsequent License Fee Reports at least forty-five (45) days prior to the License Fee Period concerned (with the exception that, for agreements with an Effective Date of December 1 or June 1, the License Fee Report for the second License Fee Period shall also be due upon execution).

License Fee Period	Designated Period
January 1 – June 30	immediately previous May 1 – October 31
July 1 – December 31	immediately previous November 1 – April 30

- B. For each License Fee Period, LICENSEE shall pay to SESAC a License Fee equal to the greater of:
 - (i) The then-current Revenue Multiplier times the total amount of Distribution Revenue, Advertising Revenue and Other Revenue during the applicable Designated Period; and
 - (ii) The then-current Semi-Annual Minimum Fee.

The License Fee for the initial License Fee Period shall be payable upon execution of this Agreement and prorated to represent the number of months in such License Fee Period; and the License Fee for each subsequent License Fee Period shall be payable on or before the first day of such License Fee Period.

- C. LICENSEE shall pay all License Fees and submit all License Fee Reports for the period from the Effective Date through the last day of the calendar month when any termination of this Agreement becomes effective. LICENSEE's obligation to pay such License Fees and submit such License Fee Reports shall survive any termination of this Agreement. In the event LICENSEE fails to submit a completed License Fee Report for any License Fee Period within thirty (30) days following the date such License Fee Report is due, then, without limiting any of SESAC's other rights or remedies (including SESAC's right to further adjust such amount pursuant to an audit under Paragraph 6), the License Fee for such License Fee Period shall be deemed to be equal to two and one half (2 ½) multiplied by the greater of: (i) the License Fee which was due hereunder for the immediately previous License Fee Period and (ii) the then-current Semi-Annual Minimum Fee.

**Schedule "B" to SESAC Internet Performance License
License Fee Report Form**

A.	Designated Period	
B.	Distribution Revenue	
C.	Advertising Revenue	
D.	Total Revenue	

SESAC Internet Performance License

This License Agreement, including any attached and referenced Schedules (the "Agreement"), is made in New York by and between SESAC LLC ("SESAC"), a Delaware limited liability company, with offices at 35 Music Square East, Nashville, TN 37203, and

LICENSEE Information			
("LICENSEE")			
<i>(Legal Entity Name)</i>			
Business Entity(select one): <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other: _____			
<i>(State of Incorporation, if applicable)</i>		<i>(Taxpayer ID #)</i>	
<i>(Street Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
<i>(Telephone #)</i>	<i>(Fax #)</i>	<i>(Email)</i>	
Billing Information			
<input type="checkbox"/> Same as LICENSEE Information			
<i>(Street Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
<i>(Telephone #)</i>	<i>(Fax #)</i>	<i>(Email)</i>	
New Media Information			
<i>(Name of Service (the "Service Mark"))</i>		<i>(primary Universal Resource Locator (the "Licensed Web Site"))</i>	

This Agreement shall be effective as of _____ 1, 20____ (the "Effective Date").

1. Term

- a) The term of this Agreement shall be for an initial period that commences on the Effective Date and continues for a period of twelve (12) calendar months (the "Initial Period"). Thereafter, this Agreement shall automatically continue in full force and effect for successive additional periods of twelve (12) calendar months (each, a "Renewal Period"). Either party may terminate this Agreement effective as of the last day of the Initial Period or as of the last day of any Renewal Period, upon advance notice to the other party specifically referencing this Paragraph at least thirty (30) days prior to the commencement of the upcoming Renewal Period. The Initial Period and any Renewal Period(s) shall be 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 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' notice to LICENSEE 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 results in substantial interference in SESAC's operation or a substantial increase in the cost of conducting its business.
- c) In the event LICENSEE is in default or breach of any provision of this Agreement, including failure to make any payment when due hereunder, and LICENSEE has not cured such default or breach within thirty (30) days following SESAC's notice to LICENSEE thereof, then SESAC shall have the right to terminate this Agreement in addition to pursuing any and all other rights and/or remedies.

2. Selected Definitions

For the purposes of this Agreement only, the following terms shall have the following meanings:

- a) "Aggregate Tuning Hours" ("ATH") means the total number of hours of content that is Streamed via the Licensed Service during a specified period. By way of example, if LICENSEE Streams one (1) hour of content to ten (10) end users via the Licensed Service, LICENSEE's ATH would equal ten (10) hours. Alternatively, if LICENSEE Streams ten (10) hours of content to one (1) end user via the Licensed Service, LICENSEE's ATH would likewise equal ten (10) hours.
- b) "App" means a software application that is downloaded to a consumer electronics device (e.g., a wireless telephone, a tablet computer).
- c) "Compositions" means all of the musical works for which SESAC is authorized to license the public performance right.
- d) The "Licensed Service" means the LICENSEE's service whereby LICENSEE Streams audio and/or audiovisual content to consumer end users via the Licensed Web Site and/or LICENSEE's proprietary, Service Mark-branded Apps. The Licensed Service shall also include Streams hosted by LICENSEE which are accessed by consumer end users via third party Web Sites or Apps by means of Service Mark - branded embedded media player, pop-out player, widget or similar technology.
- e) "Stream," "Streaming" or "Streamed", as a verb, means the digital transmission of a digital file that is capable of being heard substantially simultaneously with the transmission thereof and that is not intended to produce or create a fixed digital copy of the file which is accessible to the end user for subsequent exhibition. As a noun, the term "Stream" shall be construed accordingly to mean any such transmission.
- f) "Web Page" means a set of associated computer files transmitted sequentially from a Web Site to a browser program that simultaneously renders them to an end user.
- g) "Web Site" means a series of interrelated Web Pages comprising an Internet domain currently registered with a domain name registration service and located at its assigned URL.

3. Grant of Rights

Subject to the terms and conditions set forth in this Agreement, SESAC grants to LICENSEE the nonexclusive right and license to publicly perform non-dramatic renditions of the Compositions by means of Streaming via the Licensed Service.

4. Limitation of Rights

- a) Except as specifically described in Paragraph 3, above, nothing contained herein shall be construed as permitting LICENSEE to publicly perform, transmit, re-transmit or reproduce any Composition by any means, medium, method, device or process now or hereafter known, or as permitting LICENSEE to grant any such right to others.
- b) The rights granted pursuant to Paragraph 3, above, shall exclude "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).
- c) The transmissions licensed hereunder may be accessed at any physical location, whether or not such location is licensed to publicly perform the Compositions. However, nothing in this Agreement shall be deemed to grant a license with respect to any such location, including without limitation commercial and non-commercial establishments where all or any portion of the transmissions licensed hereunder are audible.

5. License Fee

- a) In consideration of the rights granted herein, LICENSEE shall pay to SESAC a license fee (each, a "License Fee") for each calendar semi-annual period during the Term (each, a "License Fee Period") in accordance with Schedule "A" attached hereto and incorporated herein.
- b) Effective each January 1 during the Term following the Effective Date, the Semi-Annual Minimum Fee shall be increased by the amount of the percent increase in the Consumer Price Index - All Urban Consumers (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, between the most recent August and the preceding August.
- c) In the event SESAC is determined by any taxing authority or court 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 to LICENSEE therefor, for any such tax derived from receipts received from LICENSEE.
- d) 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. SESAC shall also have the right to impose a charge of \$35.00 for each dishonored check or other form of payment. In the event SESAC incurs any expenses in connection with the collection of any amounts past due to SESAC hereunder, including but not limited to attorney's fees, LICENSEE shall be responsible for promptly paying such amounts to SESAC.

6. Verification

- a) LICENSEE agrees to maintain all necessary information in its books and records to allow SESAC to verify LICENSEE's reports, payments, statements and computations required by this Agreement. SESAC shall have the right, on at least ten (10) days prior written notice, to examine LICENSEE's books and records during customary business hours to such extent as may be necessary to verify any and all reports, payments, statements and computations made or required hereunder. In connection with such an examination, LICENSEE agrees to furnish all pertinent books and records, including electronic records in industry standard format, to SESAC's authorized representatives. Such books and records shall be kept by LICENSEE for at least three (3) years following any termination of this Agreement.
- b) In the event an examination reveals that LICENSEE has underpaid any License Fee due SESAC, LICENSEE shall submit the additional amount due within forty-five (45) days from SESAC's written request for such payment. Should such an examination reveal that LICENSEE has underpaid SESAC any License Fee by five percent (5%) or more, LICENSEE shall pay the reasonable costs and expenses of the examination, including travel expenses.
- c) SESAC's rights and LICENSEE's obligations arising from this Paragraph 6 shall survive any termination of this Agreement. SESAC agrees that any non-public information discovered by SESAC as part of any examination instituted under this Paragraph 6 shall be treated as confidential and shall not be disclosed to any third party (other than SESAC's attorneys, accountants and other professional advisors) without LICENSEE's prior written consent, except as may be required by law. SESAC's exercise of any rights under this provision shall not prejudice any of SESAC's other rights or remedies, including the right to dispute any amounts owed to SESAC under this Agreement.

7. Territory

The authorization provided in this Agreement shall be limited to public performances made in the United States of America, its territories, possessions and the Commonwealth of Puerto Rico.

8. General

- a) 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 subject matter hereof. If any part of this Agreement is determined 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.
- b) SESAC shall have the right, upon notice to LICENSEE, to withdraw from the scope of this Agreement the right to publicly perform any Composition (or collection of Compositions) 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 (or collection of Compositions).
- c) This Agreement shall not be assignable by LICENSEE without SESAC's prior written permission. Subject to the preceding sentence, this Agreement shall be binding upon and inure to the benefit of SESAC's and LICENSEE's successors and assigns, but no assignment shall relieve SESAC or LICENSEE of its respective obligations under this Agreement. LICENSEE shall notify SESAC within thirty (30) days of any change of ownership or control of LICENSEE's operations.
- d) This Agreement shall not be valid until executed by an authorized signatory of SESAC. This Agreement has been read and is understood by both parties and contains their entire understanding with regard to the subject matter hereof. No waiver, addition or modification shall be valid unless in writing, executed with the same formality as this Agreement.
- e) All notices required or permitted herein shall be in writing and deemed given to the other party hereto when sent to an address for such party set forth in this Agreement or such other address as such party may designate by written notice.

9. Music Usage Reports

- a) With respect to LICENSEE's performances of musical works via the Licensed Service, on or before January 15, April 15, July 15 and October 15 of each calendar year during the Term, LICENSEE shall provide to SESAC the information contained in Paragraph 9.a.(i) below; and LICENSEE shall use reasonable efforts to provide to SESAC the information contained in Paragraph 9.a.(ii) below. In each event, LICENSEE shall provide such information with respect to all audio content and all audiovisual programs performed during the preceding calendar quarter.
 - (i) For audio content and music videos -- LICENSEE's program records, server logs or similar records listing the particular musical compositions performed and the number of times each such composition was performed.

(ii) For audiovisual programs (other than music videos) -- (1) The unique number assigned to each such program by LICENSEE which identifies the source of each such program; (2) The name of the source of each such program; (3) The unique number assigned to each such program by LICENSEE which identifies the particular program; (4) The title of each such program (e.g., the title of the series, movie, sporting event); (5) The number assigned to each performed episode of the program by the program producer; (6) The name assigned to each such episode of the program by the program producer; (7) The date each such performance occurs; (8) The number of performances that occurred during the reporting period summarized by source/program/episode/date.

b) LICENSEE shall submit any reports required under this Paragraph 9 electronically in a file format compatible with SESAC's computer system (e.g., an Excel spreadsheet) or, in the alternative, via such other commercially accepted reporting method upon which the parties agree prior to LICENSEE's submission of a report. SESAC may require LICENSEE to submit reports under this Paragraph 9 to a third party designee in a standard format compatible with such third party designee's computer system. Upon any termination of this Agreement, LICENSEE shall remain obligated to submit such materials to SESAC for the period from the Effective Date through the last day of the calendar month when such termination becomes effective and this obligation shall survive any termination of this Agreement.

IN WITNESS THEREOF, the parties have caused this Agreement to be duly signed as of the _____ day of _____, 20__.

LICENSEE

SESAC

By: _____
(Signature)

By: _____
(Signature)

(Type or Print Name)

(Type or Print Name)

Title: _____

Title: _____

Schedule "A" to SESAC Internet Performance License

1. Fee Schedule

ATH Multiplier	2017 Semi-Annual Minimum Fee
.002787	\$324

2. Calculation and Payment of License Fees

- A. For each License Fee Period, LICENSEE shall submit to SESAC a license fee report in the form attached hereto as Schedule "B," which is incorporated herein (each, a "License Fee Report"). Each such License Fee Report shall set forth the amount of ATH during the applicable Designated Period identified in the chart below. LICENSEE shall submit the initial License Fee Report upon the execution of this Agreement, and shall submit subsequent License Fee Reports at least forty-five (45) days prior to the License Fee Period concerned (with the exception that, for agreements with an Effective Date of December 1 or June 1, the License Fee Report for the second License Fee Period shall also be due upon execution).

License Fee Period	Designated Period
January 1 – June 30	immediately previous May 1 – October 31
July 1 – December 31	immediately previous November 1 – April 30

- B. For each License Fee Period, LICENSEE shall pay to SESAC a License Fee equal to the greater of:
- (i) The ATH Multiplier times the total amount of ATH during the applicable Designated Period; and
 - (ii) The then-current Semi-Annual Minimum Fee.

The License Fee for the initial License Fee Period shall be payable upon execution of this Agreement and prorated to represent the number of months in such License Fee Period; and the License Fee for each subsequent License Fee Period shall be payable on or before the first day of such License Fee Period.

- C. LICENSEE shall pay all License Fees and submit all License Fee Reports for the period from the Effective Date through the last day of the calendar month when any termination of this Agreement becomes effective. LICENSEE's obligation to pay such License Fees and submit such License Fee Reports shall survive any termination of this Agreement. In the event LICENSEE fails to submit a completed License Fee Report for any License Fee Period within thirty (30) days following the date such License Fee Report is due, then, without limiting any of SESAC's other rights or remedies (including SESAC's right to further adjust such amount pursuant to an audit under Paragraph 6), the License Fee for such License Fee Period shall be deemed to be equal to two and one half (2 ½) multiplied by the greater of: (i) the License Fee which was due hereunder for the immediately previous License Fee Period and (ii) the then-current Semi-Annual Minimum Fee.

**Schedule "B" to SESAC Internet Performance License
License Fee Report Form**

A.	Designated Period	
B.	ATH	

SESAC MUSIC PERFORMANCE LICENSE FOR MARATHONS

This License Agreement, including any attached and referenced Schedules (the "Agreement"), is made in New York by and between SESAC LLC ("SESAC"), a Delaware limited liability company, with offices at 35 Music Square East, Nashville, TN 37203, and

LICENSEE Information			
			("LICENSEE")
<i>(Legal Entity Name)</i>			
Business Entity(select one): <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other: _____			
<i>(State of Incorporation, if applicable)</i>		<i>(Taxpayer ID #)</i>	
<i>(Street Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
<i>(Telephone #)</i>	<i>(Fax #)</i>	<i>(Email)</i>	
Billing Information			
<input type="checkbox"/> Same as LICENSEE Information			
<i>(Street Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
<i>(Telephone #)</i>	<i>(Fax #)</i>	<i>(Email)</i>	

A marathon, triathlon, cycling or similar individual racing or endurance based event which is reported to SESAC in accordance with the terms of this Agreement is referred to herein as a "Marathon;" and solely during the occurrence of a Marathon, the physical location thereof is referred to herein as the "Premises."

SESAC and LICENSEE hereby mutually agree as follows:

1. GRANT OF RIGHTS

Effective as of _____ **1, 20** _____ (the "Effective Date"), and subject to the terms and conditions of this Agreement, SESAC grants to LICENSEE the non-exclusive right and license to publicly perform non-dramatic renditions of all of the musical compositions for which SESAC is authorized to license the public performance right (the "Compositions") solely on the Premises.

2. LIMITATIONS OF RIGHTS

- A. Except as specifically described in Paragraph 1, above, nothing contained herein shall be construed as permitting LICENSEE to publicly perform, transmit, re-transmit or reproduce any Composition by any means, medium, method, device or process now or hereafter known, or as permitting LICENSEE to grant any such right to others.
- B. The rights granted pursuant to Paragraph 1, above, shall exclude "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).
- C. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions: (i) which are part of a background music service originating from any location, including a Premises, which performances are authorized by SESAC pursuant to a separate license agreement, regardless of the means by which such performances are transmitted on or to such Premises, and/or (ii) by coin-operated phonorecord players ("jukeboxes"), as defined in 17 U.S.C. § 116.
- D. The authorization provided in this Agreement shall be limited to public performances made in the United States of America, its territories, possessions and the Commonwealth of Puerto Rico.
- E. The rights granted pursuant to Paragraph 1, above, shall exclude Sporting Events. "Sporting Events" are professional, semi-professional, major or minor league athletic competitions.
- F. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions at Concerts ("Concerts" are musical performances by an entertainer, group or performer, whose primary purpose is entertainment by the performance of music).

3. LICENSE FEE

- A. In consideration of the rights granted herein, LICENSEE shall pay to SESAC a license fee (each, a "License Fee") for each Marathon during the Term in accordance with Schedule "A," which is attached hereto and incorporated herein.
- B. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, upon notice to LICENSEE, to make changes to Schedule "A." In such event, LICENSEE shall have the right to terminate this Agreement as of the date such change(s) are to take effect, provided that LICENSEE gives notice to SESAC of such termination specifically referencing this Paragraph, not later than thirty (30) days after SESAC notifies LICENSEE of such change(s). For the avoidance of doubt, annual rate adjustments made pursuant to Paragraph 3.E below shall not be considered a change to Schedule "A."
- C. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, but not the obligation, to verify through independent sources any information required to be reported by LICENSEE pursuant to Schedule "A," and SESAC may adjust the License Fee(s) as may be appropriate based on information obtained from such sources.
- D. In the event SESAC is determined by any taxing authority or court 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 to LICENSEE therefor, for any such tax derived from receipts received from LICENSEE.
- E. Effective each January 1 following the Effective Date, the rates set forth in the Fee Schedule shall be increased by an amount equal to the percent increase in the Consumer Price Index – All Urban Consumers (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, between the most recent October and the preceding October or five percent (5%), whichever amount is greater.

4. BREACH AND CURE; LATE PAYMENT CHARGE

- A. In the event LICENSEE is in default or breach of any provision of this Agreement, including failure to make any payment when due hereunder, and LICENSEE has not cured such default or breach within thirty (30) days following SESAC's notice to LICENSEE thereof, then SESAC shall have the right to terminate this Agreement in addition to pursuing any and all other rights and/or remedies.

B. 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. SESAC shall also have the right to impose a charge of \$35.00 for each dishonored check or other form of payment. In the event SESAC incurs any expenses in connection with the collection of any amounts past due to SESAC hereunder, including but not limited to attorney's fees, LICENSEE shall be responsible for promptly paying such amounts to SESAC.

5. RIGHT OF VERIFICATION

A. LICENSEE agrees to maintain all necessary information in its books and records to allow SESAC to verify LICENSEE's reports, payments, statements and computations required by this Agreement. SESAC shall have the right, on at least ten (10) days prior written notice, to examine LICENSEE's books and records during customary business hours to such extent as may be necessary to verify any and all reports, payments, statements and computations made or required hereunder. In connection with such an examination, LICENSEE agrees to furnish all pertinent books and records, including electronic records in industry standard format, to SESAC's authorized representatives. Such books and records shall be kept by LICENSEE for at least three (3) years following any termination of this Agreement.

B. In the event an examination reveals that LICENSEE has underpaid any License Fee due SESAC, LICENSEE shall submit the additional amount due within forty-five (45) days from SESAC's written request for such payment. Should such an examination reveal that LICENSEE has underpaid SESAC any License Fee by five percent (5%) or more, LICENSEE shall pay the reasonable costs and expenses of the examination, including travel expenses.

C. SESAC's rights and LICENSEE's obligations arising from this Paragraph 5 shall survive any termination of this Agreement. SESAC agrees that any non-public information discovered by SESAC as part of any examination instituted under this Paragraph 5 shall be treated as confidential and shall not be disclosed to any third party (other than SESAC's attorneys, accountants and other professional advisors) without LICENSEE's prior written consent, except as may be required by law. SESAC's exercise of any rights under this provision shall not prejudice any of SESAC's other rights or remedies, including the right to dispute any amounts owed to SESAC under this Agreement.

6. TERM OF LICENSE

A. The term of this Agreement shall be for an initial period that commences on the Effective Date and continues for a period of twelve (12) calendar months (the "Initial Period"). Thereafter, this Agreement shall automatically continue in full force and effect for successive additional periods of twelve (12) calendar months (each, a "Renewal Period"). Either party may terminate this Agreement effective as of the last day of the Initial Period or as of the last day of any Renewal Period, upon advance notice to the other party specifically referencing this Paragraph at least thirty (30) days prior to the commencement of the upcoming Renewal Period. The Initial Period and any Renewal Period(s) shall be 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 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' notice to LICENSEE 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 results in substantial interference in SESAC's operation or a substantial increase in the cost of conducting its business.

7. MISCELLANEOUS

A. 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 subject matter hereof. If any part of this Agreement is determined 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.

B. SESAC shall have the right, upon notice to LICENSEE, to withdraw from the scope of this Agreement the right to publicly perform any Composition (or collection of Compositions) 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 (or collection of Compositions).

C. This Agreement shall not be assignable by LICENSEE without SESAC's prior written permission. Subject to the preceding sentence, this Agreement shall be binding upon and inure to the benefit of SESAC's and LICENSEE's successors and assigns, but no assignment shall relieve SESAC or LICENSEE of its respective obligations under this Agreement. LICENSEE shall notify SESAC within thirty (30) days of any change of ownership or control of LICENSEE's operations.

D. This Agreement shall not be valid until executed by an authorized signatory of SESAC. This Agreement has been read and is understood by both parties and contains their entire understanding with regard to the subject matter hereof. No waiver, addition or modification shall be valid unless in writing, executed with the same formality as this Agreement.

E. All notices required or permitted herein shall be in writing and deemed given to the other party hereto when sent to an address for such party set forth in this Agreement or such other address as such party may designate by written notice.

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

_____.
(please insert today's date)

LICENSEE

SESAC

By: _____
(Signature)

By: _____
(Signature)

(Type or Print Name)

(Type or Print Name)

Title: _____

Title: _____

**Schedule “A” TO THE SESAC MUSIC PERFORMANCE LICENSE
FOR MARATHONS**

1. FEE SCHEDULE/LICENSE FEE CALCULATION.

The License Fee for each Marathon shall be calculated by applying to the then-current Fee Schedule the Number of Participants (defined below) in connection with such Marathon and the number of days during which such Marathon occurs.

Calendar Year 2017 Per Marathon License Fee

Number of Participants	One Day	Two Days	Three Days
Under 500	\$168	\$236	\$296
501- 2,500	\$337	\$506	\$588
2,501-10,000	\$506	\$840	\$1,011
Over 10,000	\$673	\$1,177	\$1,429

2. REPORTING/LICENSE FEE PAYMENT.

A. For each Marathon, LICENSEE shall submit to SESAC, on or before the first day of the month in which such Marathon occurs: (i) a report in the form attached hereto as Schedule “B,” which is incorporated herein, setting forth: (a) the location of such Marathon, (b) the number of days during which such Marathon will occur and (c) LICENSEE’s good faith estimate of the Number of Participants in such Marathon and (ii) a License Fee for such Marathon. As used herein, the “Number of Participants” shall mean the greater of the number of entrants or the number of participants in the applicable Marathon.

B. All reports under this Agreement shall be submitted by LICENSEE, by electronic means if possible, in Excel or similar format if applicable, to reporting@sesac.com, or by regular mail addressed to:

SESAC
Attn: Licensing Administration
35 Music Square East
Nashville, TN 37203

C. **CERTIFICATION.** LICENSEE represents and warrants that all information which has been, or which will be, provided by LICENSEE pursuant to this Schedule “A” to be complete, true and accurate.

**SCHEDULE "B" TO SESAC MUSIC PERFORMANCE LICENSE
FOR MARATHONS
License Fee Report Form**

A.	Marathon Location	
B.	Number of Days	
C.	Number of Participants	

SESAC MUSIC PERFORMANCE LICENSE FOR MOVIE THEATRES

This License Agreement, including any attached and referenced Schedules (the "Agreement"), is made in New York by and between SESAC LLC ("SESAC"), a Delaware limited liability company, with offices at 35 Music Square East, Nashville, TN 37203, and

LICENSEE Information			
("LICENSEE")			
<i>(Legal Entity Name)</i>			
Business Entity(select one): <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other: _____			
<i>(State of Incorporation, if applicable)</i>		<i>(Taxpayer ID #)</i>	
<i>(Street Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
<i>(Telephone #)</i>	<i>(Fax #)</i>	<i>(Email)</i>	
Billing Information			
<input type="checkbox"/> Same as LICENSEE Information			
<i>(Street Address)</i>		<i>(City)</i>	
<i>(Telephone #)</i>		<i>(Fax #)</i>	
<i>(State)</i>		<i>(Zip)</i>	
<i>(Email)</i>			

The movie theatres listed on Schedule "A" pursuant to the terms of this Agreement are referred to herein as the "Licensed Premises." Schedule "A" is attached hereto and incorporated herein.

SESAC and LICENSEE hereby mutually agree as follows:

1. GRANT OF RIGHTS

Effective as of _____ **1, 20**_____ (the "Effective Date"), and subject to the terms and conditions of this Agreement, SESAC grants to LICENSEE the non-exclusive right and license to publicly perform non-dramatic renditions of all of the musical compositions for which SESAC is authorized to license the public performance right (the "Compositions") solely on the Licensed Premises.

2. LIMITATIONS OF RIGHTS

- A. Except as specifically described in Paragraph 1, above, nothing contained herein shall be construed as permitting LICENSEE to publicly perform, transmit, re-transmit or reproduce any Composition by any means, medium, method, device or process now or hereafter known, or as permitting LICENSEE to grant any such right to others.
- B. The rights granted pursuant to Paragraph 1, above, shall exclude "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).
- C. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions: (i) which are part of a background music service originating from any location, including a Licensed Premises, which performances are authorized by SESAC pursuant to a separate license agreement, regardless of the means by which such performances are transmitted on or to such Licensed Premises, and/or (ii) by coin-operated phonorecord players ("jukeboxes"), as defined in 17 U.S.C. § 116.
- D. The authorization provided in this Agreement shall be limited to public performances made in the United States of America, its territories, possessions and the Commonwealth of Puerto Rico.

3. LICENSE FEE

- A. In consideration of the rights granted herein, LICENSEE shall pay to SESAC an annual license fee (each, a "License Fee") for each calendar year during the Term (each, a "License Fee Period") in accordance with Schedule "B," which is attached hereto and incorporated herein.
- B. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, upon notice to LICENSEE, to make changes to Schedule "B." In such event, LICENSEE shall have the right to terminate this Agreement as of the date such change(s) are to take effect, provided that LICENSEE gives notice to SESAC of such termination specifically referencing this Paragraph, not later than thirty (30) days after SESAC notifies LICENSEE of such change(s). For the avoidance of doubt, annual rate adjustments made pursuant to Paragraph 3.E below shall not be considered a change to Schedule "B."
- C. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, but not the obligation, to verify through independent sources any information required to be reported by LICENSEE pursuant to Schedule "B," and SESAC may adjust the License Fee(s) as may be appropriate based on information obtained from such sources.
- D. In the event SESAC is determined by any taxing authority or court 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 to LICENSEE therefor, for any such tax derived from receipts received from LICENSEE.
- E. Effective each January 1 following the Effective Date, the rates set forth in the Fee Schedules shall be increased by an amount equal to the percent increase in the Consumer Price Index – All Urban Consumers (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, between the most recent October and the preceding October or five percent (5%), whichever amount is greater.

4. BREACH AND CURE; LATE PAYMENT CHARGE

- A. In the event LICENSEE is in default or breach of any provision of this Agreement, including failure to make any payment when due hereunder, and LICENSEE has not cured such default or breach within thirty (30) days following SESAC's notice to LICENSEE thereof, then SESAC shall have the right to terminate this Agreement in addition to pursuing any and all other rights and/or remedies.
- B. 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. SESAC shall also have the right to impose a charge of \$35.00 for each dishonored check or other form of payment. In the event SESAC incurs any expenses in connection with the collection of any amounts past due to SESAC hereunder, including but not limited to attorney's fees, LICENSEE shall be responsible for promptly paying such amounts to SESAC.

5. RIGHT OF VERIFICATION

A. LICENSEE agrees to maintain all necessary information in its books and records to allow SESAC to verify LICENSEE's reports, payments, statements and computations required by this Agreement. SESAC shall have the right, on at least ten (10) days prior written notice, to examine LICENSEE's books and records during customary business hours to such extent as may be necessary to verify any and all reports, payments, statements and computations made or required hereunder. In connection with such an examination, LICENSEE agrees to furnish all pertinent books and records, including electronic records in industry standard format, to SESAC's authorized representatives. Such books and records shall be kept by LICENSEE for at least three (3) years following any termination of this Agreement.

B. In the event an examination reveals that LICENSEE has underpaid any License Fee due SESAC, LICENSEE shall submit the additional amount due within forty-five (45) days from SESAC's written request for such payment. Should such an examination reveal that LICENSEE has underpaid SESAC any License Fee by five percent (5%) or more, LICENSEE shall pay the reasonable costs and expenses of the examination, including travel expenses.

C. SESAC's rights and LICENSEE's obligations arising from this Paragraph 5 shall survive any termination of this Agreement. SESAC agrees that any non-public information discovered by SESAC as part of any examination instituted under this Paragraph 5 shall be treated as confidential and shall not be disclosed to any third party (other than SESAC's attorneys, accountants and other professional advisors) without LICENSEE's prior written consent, except as may be required by law. SESAC's exercise of any rights under this provision shall not prejudice any of SESAC's other rights or remedies, including the right to dispute any amounts owed to SESAC under this Agreement.

6. TERM OF LICENSE

A. The term of this Agreement shall be for an initial period that commences on the Effective Date and continues for a period of twelve (12) calendar months (the "Initial Period"). Thereafter, this Agreement shall automatically continue in full force and effect for successive additional periods of twelve (12) calendar months (each, a "Renewal Period"). Either party may terminate this Agreement effective as of the last day of the Initial Period or as of the last day of any Renewal Period, upon advance notice to the other party specifically referencing this Paragraph at least thirty (30) days prior to the commencement of the upcoming Renewal Period. The Initial Period and any Renewal Period(s) shall be 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 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' notice to LICENSEE 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 results in substantial interference in SESAC's operation or a substantial increase in the cost of conducting its business.

7. MISCELLANEOUS

A. 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 subject matter hereof. If any part of this Agreement is determined 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.

B. LICENSEE shall have the right, upon notice to LICENSEE, to withdraw from the scope of this Agreement the right to publicly perform any Composition (or collection of Compositions) 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 (or collection of Compositions).

C. This Agreement shall not be assignable by LICENSEE without SESAC's prior written permission. Subject to the preceding sentence, this Agreement shall be binding upon and inure to the benefit of SESAC's and LICENSEE's successors and assigns, but no assignment shall relieve SESAC or LICENSEE of its respective obligations under this Agreement. LICENSEE shall notify SESAC within thirty (30) days of any change of ownership or control of LICENSEE's operations.

D. This Agreement shall not be valid until executed by an authorized signatory of SESAC. This Agreement has been read and is understood by both parties and contains their entire understanding with regard to the subject matter hereof. No waiver, addition or modification shall be valid unless in writing, executed with the same formality as this Agreement.

E. All notices required or permitted herein shall be in writing and deemed given to the other party hereto when sent to an address for such party set forth in this Agreement or such other address as such party may designate by written notice.

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

_____.
(please insert today's date)

LICENSEE

SESAC

By: _____
(Signature)

By: _____
(Signature)

(Type or Print Name)

(Type or Print Name)

Title: _____

Title: _____

SCHEDULE "B" TO THE SESAC MUSIC PERFORMANCE LICENSE FOR MOVIE THEATRES

1. FEE SCHEDULE/LICENSE FEE CALCULATION.

A. The License Fee for each License Fee Period shall be the sum of the Basic License Fee and any Concert Simulcast License Fee for such License Fee Period.

B. The "Basic License Fee" for a License Fee Period shall be calculated by applying to the Basic License Fee Schedule for such License Fee Period the aggregate number of screens in all of the Licensed Premises. The Basic License Fee for the initial License Fee Period shall be prorated (if applicable) to reflect payment for the period from the Effective Date through the end of such License Fee Period.

<u>2017 Basic License Fee Schedule</u>	
<u>Number of Screens</u>	<u>Annual Fee Per Screen</u>
1-29	\$60.43
30-99	\$45.54
100-199	\$38.10
200-399	\$30.22
400-999	\$26.47
1000-1999	\$22.75
2000 and over	\$19.06

C. The "Concert Simulcast License Fee" for a License Fee Period shall apply in the event that LICENSEE makes available simulcasts of live concerts ("Concert Simulcasts"), and shall equal the greater of: (i) the Number of Tickets Distributed during the applicable Reporting Period multiplied by the applicable Concert Ticket Multiplier and (ii) the Minimum Concert License Fee multiplied by the number of Concert Simulcasts during such Reporting Period.

<u>2017 Basic License Fee Schedule</u>	
Concert Ticket Multiplier	= .0274
Minimum Concert License Fee	= \$34.00

D. "Number of Tickets Distributed" means the total number of tickets distributed to the public during the applicable Reporting Period, including, without limitation, tickets sold and those distributed at no charge for promotional purposes.

E. "Reporting Period" means the twelve (12) calendar month period commencing thirteen (13) calendar months before the applicable License Fee Report is due; provided, however, in the event that LICENSEE did not offer Concert Simulcasts during such period, LICENSEE's good faith estimation of the number of Concert Simulcasts and the Number of Tickets Distributed during the upcoming License Fee Period shall be used.

2. LICENSE FEE PAYMENT.

Upon the execution of this Agreement, LICENSEE shall pay the initial License Fee to SESAC. The License Fee for each License Fee Period thereafter shall be submitted to SESAC on or before the commencement of such License Fee Period.

3. REPORTING.

A. Upon the execution of this Agreement, LICENSEE shall provide SESAC with a completed license fee report in the form set forth on Schedule "C" (each, a "License Fee Report"), which is attached hereto and incorporated herein, for each Licensed Premises as of the Effective Date. Each such License Fee Report shall set forth: (i) the name and address of such Licensed Premises, (ii) the number of screens in such Licensed Premises as of the Effective Date and (iii) the number of Concert Simulcasts and the Number of Tickets Distributed during the applicable Reporting Period (in the event LICENSEE desires authorization for Concert Simulcasts in connection with such Licensed Premises during the initial License Fee Period).

B. On or before each December 1 following the Effective Date, LICENSEE shall provide SESAC with a License Fee Report for each Licensed Premises as of the preceding November 1. Each such License Fee Report shall set forth: (i) the name and address of such Licensed Premises, (ii) the number of screens in such Licensed Premises as of the preceding November 1 and (iii) the number of Concert Simulcasts and the Number of Tickets Distributed during the applicable Reporting Period (in the event LICENSEE desires authorization for Concert Simulcasts in connection with such Licensed Premises during the upcoming License Fee Period).

C. All reports under this Agreement shall be submitted by LICENSEE, by electronic means if possible, in Excel or similar format if applicable, to reporting@sesac.com, or by regular mail addressed to:

SESAC
Attn: Licensing Administration
35 Music Square East
Nashville, TN 37203

D. **CERTIFICATION.** LICENSEE represents and warrants that all information which has been, or which will be, provided by LICENSEE pursuant to this Schedule "B" to be complete, true and accurate.

SESAC MUSIC PERFORMANCE LICENSE FOR MULTI-UNIT RESIDENTIAL FACILITIES

This License Agreement, including any attached and referenced Schedules (the "Agreement"), is made in New York by and between SESAC LLC ("SESAC"), a Delaware limited liability company, with offices at 35 Music Square East, Nashville, TN 37203, and

LICENSEE Information			
("LICENSEE")			
<i>(Legal Entity Name)</i>			
Business Entity(select one): <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other: _____			
<i>(State of Incorporation, if applicable)</i>		<i>(Taxpayer ID #)</i>	
<i>(Street Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
<i>(Telephone #)</i>	<i>(Fax #)</i>	<i>(Email)</i>	
Billing Information			
<input type="checkbox"/> Same as LICENSEE Information			
<i>(Street Address)</i>		<i>(City)</i>	
<i>(Telephone #)</i>		<i>(Fax #)</i>	
<i>(State)</i>		<i>(Zip)</i>	
<i>(Email)</i>		<i>(Email)</i>	

The multi-unit residential facilities listed on Schedule "A" pursuant to the terms of this Agreement are referred to herein as the "Licensed Premises." Schedule "A" is attached hereto and incorporated herein.

SESAC and LICENSEE hereby mutually agree as follows:

1. GRANT OF RIGHTS

Effective as of _____ **1, 20**_____ (the "Effective Date"), and subject to the terms and conditions of this Agreement, SESAC grants to LICENSEE the non-exclusive right and license to publicly perform non-dramatic renditions of all of the musical compositions for which SESAC is authorized to license the public performance right (the "Compositions") solely on the Licensed Premises.

2. LIMITATIONS OF RIGHTS

A. Except as specifically described in Paragraph 1, above, nothing contained herein shall be construed as permitting LICENSEE to publicly perform, transmit, re-transmit or reproduce any Composition by any means, medium, method, device or process now or hereafter known, or as permitting LICENSEE to grant any such right to others.

- B. The rights granted pursuant to Paragraph 1, above, shall exclude “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).
- C. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions: (i) which are part of a background music service originating from any location, including a Licensed Premises, which performances are authorized by SESAC pursuant to a separate license agreement, regardless of the means by which such performances are transmitted on or to such Licensed Premises, and/or (ii) by coin-operated phonorecord players (“jukeboxes”), as defined in 17 U.S.C. § 116.
- D. The authorization provided in this Agreement shall be limited to public performances made in the United States of America, its territories, possessions and the Commonwealth of Puerto Rico.
- E. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions at Concerts (“Concerts” are musical performances by an entertainer, group or performer, whose primary purpose is entertainment by the performance of music).
- F. The rights granted pursuant to Paragraph 1, above, shall exclude any portion of a Licensed Premises in which the primary purpose is serving the public as a restaurant, nightclub, tavern, or gaming facility.
- G. The rights granted pursuant to Paragraph 1, above, shall exclude any portion of a Licensed Premises during times in which it is used as a retail establishment.

3. LICENSE FEE

- A. In consideration of the rights granted herein, LICENSEE shall pay to SESAC an annual license fee (each, a “License Fee”) for each calendar year during the Term (each, a “License Fee Period”) in accordance with Schedule “B,” which is attached hereto and incorporated herein.
- B. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, upon notice to LICENSEE, to make changes to Schedule “B.” In such event, LICENSEE shall have the right to terminate this Agreement as of the date such change(s) are to take effect, provided that LICENSEE gives notice to SESAC of such termination specifically referencing this Paragraph, not later than thirty (30) days after SESAC notifies LICENSEE of such change(s). For the avoidance of doubt, annual rate adjustments made pursuant to Paragraph 3.E below shall not be considered a change to Schedule “B.”
- C. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, but not the obligation, to verify through independent sources any information required to be reported by LICENSEE pursuant to Schedule “B,” and SESAC may adjust the License Fee(s) as may be appropriate based on information obtained from such sources.
- D. In the event SESAC is determined by any taxing authority or court 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 to LICENSEE therefor, for any such tax derived from receipts received from LICENSEE.
- E. Effective each January 1 following the Effective Date, the rates set forth in the Fee Schedule shall be increased by an amount equal to the percent increase in the Consumer Price Index – All Urban Consumers (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, between the most recent October and the preceding October or five percent (5%), whichever amount is greater.

4. BREACH AND CURE; LATE PAYMENT CHARGE

- A. In the event LICENSEE is in default or breach of any provision of this Agreement, including failure to make any payment when due hereunder, and LICENSEE has not cured such default or breach within thirty (30) days following SESAC's notice to LICENSEE thereof, then SESAC shall have the right to terminate this Agreement in addition to pursuing any and all other rights and/or remedies.

B. 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. SESAC shall also have the right to impose a charge of \$35.00 for each dishonored check or other form of payment. In the event SESAC incurs any expenses in connection with the collection of any amounts past due to SESAC hereunder, including but not limited to attorney's fees, LICENSEE shall be responsible for promptly paying such amounts to SESAC.

5. RIGHT OF VERIFICATION

A. LICENSEE agrees to maintain all necessary information in its books and records to allow SESAC to verify LICENSEE's reports, payments, statements and computations required by this Agreement. SESAC shall have the right, on at least ten (10) days prior written notice, to examine LICENSEE's books and records during customary business hours to such extent as may be necessary to verify any and all reports, payments, statements and computations made or required hereunder. In connection with such an examination, LICENSEE agrees to furnish all pertinent books and records, including electronic records in industry standard format, to SESAC's authorized representatives. Such books and records shall be kept by LICENSEE for at least three (3) years following any termination of this Agreement.

B. In the event an examination reveals that LICENSEE has underpaid any License Fee due SESAC, LICENSEE shall submit the additional amount due within forty-five (45) days from SESAC's written request for such payment. Should such an examination reveal that LICENSEE has underpaid SESAC any License Fee by five percent (5%) or more, LICENSEE shall pay the reasonable costs and expenses of the examination, including travel expenses.

C. SESAC's rights and LICENSEE's obligations arising from this Paragraph 5 shall survive any termination of this Agreement. SESAC agrees that any non-public information discovered by SESAC as part of any examination instituted under this Paragraph 5 shall be treated as confidential and shall not be disclosed to any third party (other than SESAC's attorneys, accountants and other professional advisors) without LICENSEE's prior written consent, except as may be required by law. SESAC's exercise of any rights under this provision shall not prejudice any of SESAC's other rights or remedies, including the right to dispute any amounts owed to SESAC under this Agreement.

6. TERM OF LICENSE

A. The term of this Agreement shall be for an initial period that commences on the Effective Date and continues for a period of twelve (12) calendar months (the "Initial Period"). Thereafter, this Agreement shall automatically continue in full force and effect for successive additional periods of twelve (12) calendar months (each, a "Renewal Period"). Either party may terminate this Agreement effective as of the last day of the Initial Period or as of the last day of any Renewal Period, upon advance notice to the other party specifically referencing this Paragraph at least thirty (30) days prior to the commencement of the upcoming Renewal Period. The Initial Period and any Renewal Period(s) shall be 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 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' notice to LICENSEE 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 results in substantial interference in SESAC's operation or a substantial increase in the cost of conducting its business.

7. MISCELLANEOUS

A. 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 subject matter hereof. If any part of this Agreement is determined 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.

B. SESAC shall have the right, upon notice to LICENSEE, to withdraw from the scope of this Agreement the right to publicly perform any Composition (or collection of Compositions) 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 (or collection of Compositions).

C. This Agreement shall not be assignable by LICENSEE without SESAC's prior written permission. Subject to the preceding sentence, this Agreement shall be binding upon and inure to the benefit of SESAC's and LICENSEE's successors and assigns, but no assignment shall relieve SESAC or LICENSEE of its respective obligations under this Agreement. LICENSEE shall notify SESAC within thirty (30) days of any change of ownership or control of LICENSEE's operations.

D. This Agreement shall not be valid until executed by an authorized signatory of SESAC. This Agreement has been read and is understood by both parties and contains their entire understanding with regard to the subject matter hereof. No waiver, addition or modification shall be valid unless in writing, executed with the same formality as this Agreement.

E. All notices required or permitted herein shall be in writing and deemed given to the other party hereto when sent to an address for such party set forth in this Agreement or such other address as such party may designate by written notice.

(please insert today's date)

LICENSEE

SESAC

By: _____
(Signature)

By: _____
(Signature)

(Type or Print Name)

(Type or Print Name)

Title: _____

Title: _____

**Schedule "A" to the SESAC Music Performance License for Multi-Unit Residential Facilities
License Fee Report**

<u>Name of Licensed Premises</u>	<u>Address of Licensed Premises</u>	<u>Total Number of Units</u>

Information applicable as of what date: _____

Schedule "B" to the SESAC Music Performance License for Multi-Unit Residential Facilities

1. FEE SCHEDULE/LICENSE FEE CALCULATION.

The License Fee for each License Fee Period shall equal the Per Location License Fee for each Licensed Premises listed on the most recently submitted License Fee Report aggregated into a single amount. The "Per Location License Fee" for each Licensed Premises shall be calculated using the Fee Schedule (the current version of which is set forth below) and shall be based upon the Total Number of Units at such Licensed Premises.

2017 Fee Schedule

Total Number of Units	Annual License Fee
300 and under	\$251
301 – 600	\$506
601 – 999	\$757
1,000 – 1,499	\$1,093
1,500 – 2,999	\$1,345
3,000 and over	\$1,681

2. LICENSE FEE PAYMENT.

Upon the execution of this Agreement, LICENSEE shall pay the initial License Fee to SESAC which amount shall be prorated (if applicable) to reflect payment for the period from the Effective Date through the end of such License Fee Period. The License Fee for each License Fee Period thereafter shall be submitted to SESAC on or before the commencement of such License Fee Period.

3. REPORTING.

A. Upon the execution of this Agreement, LICENSEE shall provide SESAC with a completed license fee report in the form set forth on Schedule "A" (each, a "License Fee Report"). Said License Fee Report shall identify each Licensed Premises (by name and address) and the Total Number of Units in each such Licensed Premises as of the Effective Date.

B. On or before each December 1 following the Effective Date, LICENSEE shall provide SESAC with an updated License Fee Report identifying each Licensed Premises (by name and address) and the Total Number of Units in each such Licensed Premises as of the preceding November 1; and, upon SESAC's receipt of such License Fee Report, Schedule "A" will be deemed amended accordingly. Notwithstanding the foregoing, LICENSEE shall not be required under this Paragraph 3.B to submit any License Fee Report which would contain solely the same information as the most recently submitted License Fee Report.

C. All reports under this Agreement shall be submitted by LICENSEE, by electronic means if possible, in Excel or similar format if applicable, to reporting@sesac.com, or by regular mail addressed to:

SESAC
Attn: Licensing Administration
35 Music Square East
Nashville, TN 37203

D. **CERTIFICATION.** LICENSEE represents and warrants that all information which has been, or which will be, provided by LICENSEE pursuant to this Schedule "B" to be complete, true and accurate.

4. DEFINITIONS.

"Total Number of Units" means the total number of residential or similar units that are currently occupied and/or available for rent, lease and/or sale in an individual Licensed Premises.

SESAC MUSIC PERFORMANCE LICENSE FOR MUNICIPALITIES

This License Agreement, including any attached and referenced Schedules (the "Agreement"), is made in New York by and between SESAC LLC ("SESAC"), a Delaware limited liability company, with offices at 35 Music Square East, Nashville, TN 37203, and

LICENSEE Information			
			("LICENSEE")
<i>(Municipality Name)</i>			
Billing Information			
<i>(Street Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
<i>(Telephone #)</i>	<i>(Fax #)</i>	<i>(Email)</i>	

Those locations within the municipality for which the above supplied information applies (the "Municipality") which are owned, operated or leased by LICENSEE and used as governmental offices or which are otherwise under LICENSEE's sole control; and other locations within the Municipality while events under LICENSEE's sole control are occurring at such locations, are referred to herein as the "Premises."

SESAC and LICENSEE hereby mutually agree as follows:

1. GRANT OF RIGHTS

Effective as of _____ **1, 20** _____ (the "Effective Date"), and subject to the terms and conditions of this Agreement, SESAC grants to LICENSEE the non-exclusive right and license to publicly perform non-dramatic renditions of all of the musical compositions for which SESAC is authorized to license the public performance right (the "Compositions") solely: (i) on the Premises and (ii) via a music-on-hold system operated by LICENSEE in connection with the Municipality.

2. LIMITATIONS OF RIGHTS

- A. Except as specifically described in Paragraph 1, above, nothing contained herein shall be construed as permitting LICENSEE to publicly perform, transmit, re-transmit or reproduce any Composition by any means, medium, method, device or process now or hereafter known, or as permitting LICENSEE to grant any such right to others.
- B. The rights granted pursuant to Paragraph 1, above, shall exclude "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).
- C. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions: (i) which are part of a background music service originating from any location, including the Premises, which performances are authorized by SESAC pursuant to a separate license agreement, regardless of the means by which such performances are transmitted on or to the Premises, and/or (ii) by coin-operated phonorecord players ("jukeboxes"), as defined in 17 U.S.C. § 116.
- D. The authorization provided in this Agreement shall be limited to public performances made in the United States of America, its territories, possessions and the Commonwealth of Puerto Rico.
- E. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions made as part of Sporting Events ("Sporting Events" are professional, semi-professional, major or minor league athletic competitions).
- F. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions at Concerts ("Concerts" are musical performances by an entertainer, group or performer, whose primary purpose is entertainment by the performance of music).
- G. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions made by and/or on the premises of colleges and/or universities.

3. LICENSE FEE

- A. In consideration of the rights granted herein, LICENSEE shall pay to SESAC an annual license fee (each, a "License Fee") for each calendar year during the Term (each, a "License Fee Period") in accordance with Schedule "A," which is attached hereto and incorporated herein.
- B. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, upon notice to LICENSEE, to make changes to Schedule "A." In such event, LICENSEE shall have the right to terminate this Agreement as of the date such change(s) are to take effect, provided that LICENSEE gives notice to SESAC of such termination specifically referencing this Paragraph, not later than thirty (30) days after SESAC notifies LICENSEE of such change(s). For the avoidance of doubt, annual rate adjustments made pursuant to Paragraph 3.E below shall not be considered a change to Schedule "A."
- C. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, but not the obligation, to verify through independent sources any information required to be reported by LICENSEE pursuant to Schedule "A," and SESAC may adjust the License Fee(s) as may be appropriate based on information obtained from such sources.
- D. In the event SESAC is determined by any taxing authority or court 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 to LICENSEE therefor, for any such tax derived from receipts received from LICENSEE.

E. Effective each January 1 following the Effective Date, the rates set forth in the Fee Schedule shall be increased by an amount equal to the percent increase in the Consumer Price Index – All Urban Consumers (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, between the most recent October and the preceding October or five percent (5%), whichever amount is greater.

4. BREACH AND CURE; LATE PAYMENT CHARGE

A. In the event LICENSEE is in default or breach of any provision of this Agreement, including failure to make any payment when due hereunder, and LICENSEE has not cured such default or breach within thirty (30) days following SESAC's notice to LICENSEE thereof, then SESAC shall have the right to terminate this Agreement in addition to pursuing any and all other rights and/or remedies.

B. 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. SESAC shall also have the right to impose a charge of \$35.00 for each dishonored check or other form of payment. In the event SESAC incurs any expenses in connection with the collection of any amounts past due to SESAC hereunder, including but not limited to attorney's fees, LICENSEE shall be responsible for promptly paying such amounts to SESAC.

5. INTENTIONALLY OMITTED

6. TERM OF LICENSE

A. The term of this Agreement shall be for an initial period that commences on the Effective Date and continues for a period of twelve (12) calendar months (the "Initial Period"). Thereafter, this Agreement shall automatically continue in full force and effect for successive additional periods of twelve (12) calendar months (each, a "Renewal Period"). Either party may terminate this Agreement effective as of the last day of the Initial Period or as of the last day of any Renewal Period, upon advance notice to the other party specifically referencing this Paragraph at least thirty (30) days prior to the commencement of the upcoming Renewal Period. The Initial Period and any Renewal Period(s) shall be 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 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' notice to LICENSEE 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 results in substantial interference in SESAC's operation or a substantial increase in the cost of conducting its business.

7. MISCELLANEOUS

A. 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 subject matter hereof. If any part of this Agreement is determined 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.

B. SESAC shall have the right, upon notice to LICENSEE, to withdraw from the scope of this Agreement the right to publicly perform any Composition (or collection of Compositions) 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 (or collection of Compositions).

C. This Agreement shall not be assignable by LICENSEE without SESAC's prior written permission. Subject to the preceding sentence, this Agreement shall be binding upon and inure to the benefit of SESAC's and LICENSEE's successors and assigns, but no assignment shall relieve SESAC or LICENSEE of its respective obligations under this Agreement. LICENSEE shall notify SESAC within thirty (30) days of any change of ownership or control of LICENSEE's operations.

D. This Agreement shall not be valid until executed by an authorized signatory of SESAC. This Agreement has been read and is understood by both parties and contains their entire understanding with regard to the subject matter hereof. No waiver, addition or modification shall be valid unless in writing, executed with the same formality as this Agreement.

E. All notices required or permitted herein shall be in writing and deemed given to the other party hereto when sent to an address for such party set forth in this Agreement or such other address as such party may designate by written notice.

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

_____.
(please insert today's date)

LICENSEE

By: _____
(Signature)

(Type or Print Name)

Title: _____

SESAC

By: _____
(Signature)

(Type or Print Name)

Title: _____

Schedule "A" to the SESAC Music Performance License for Municipalities

1. FEE SCHEDULE/LICENSE FEE CALCULATION.

The License Fee for each License Fee Period shall be calculated using the Fee Schedule (the current version of which is set forth below), and the most recently submitted License Fee Report.

2017 Fee Schedule

<u>"Population"</u>	<u>License Fee for calendar year 2017</u>
25,000 or less	\$ 397
25,001 - 50,000	\$ 793
50,001 - 100,000	\$ 1,292
100,001 - 150,000	\$ 1,882
150,001 - 250,000	\$ 2,574
250,001 - 500,000	\$ 3,365
500,001 And over	\$4,259 + \$397 for each additional 100,000 population

2. LICENSE FEE PAYMENT.

Upon the execution of this Agreement, LICENSEE shall pay the initial License Fee to SESAC which amount shall be prorated (if applicable) to reflect payment for the period from the Effective Date through the end of such License Fee Period. The License Fee for each License Fee Period thereafter shall be submitted to SESAC on or before the commencement of such License Fee Period.

3. REPORTING.

A. Upon the execution of this Agreement, LICENSEE shall submit to SESAC a completed license fee report in the form attached hereto as Schedule "B" (each, a "License Fee Report"), which is incorporated herein. Said initial License Fee Report shall set forth the Population of the Municipality as of the Effective Date.

B. On or before each October 1 during the Term following the Effective Date, LICENSEE shall provide SESAC with an updated License Fee Report setting forth the Population of the Municipality as of the preceding September 1; provided, however, LICENSEE shall not be required to submit any License Fee Report which would contain the same Population as the most recently submitted License Fee Report.

C. All reports under this Agreement shall be submitted by LICENSEE, by electronic means if possible, in Excel or similar format if applicable, to reporting@sesac.com, or by regular mail addressed to:

SESAC
35 Music Square East
Nashville, TN 37203

4. DEFINITIONS.

"Population" means the total population of the municipality as of the most recent United States Census.

5. **CERTIFICATION.** LICENSEE hereby represents and warrants that all information which has been, or which will be, provided by LICENSEE pursuant to this Schedule "A" to be complete, true and accurate.

**Schedule “ B” to the SESAC Music Performance License for Municipalities
License Fee Report Form**

A.	Municipality Name	
B.	Municipality Population	
C.	Information Applicable as of	

**SESAC MUSIC PERFORMANCE LICENSE
FOR MUSEUMS, PLANETARIUMS, ZOOS and AQUARIUMS**

This License Agreement, including any attached and referenced Schedules (the "Agreement"), is made in New York by and between SESAC LLC ("SESAC"), a Delaware limited liability company, with offices at 35 Music Square East, Nashville, TN 37203, and

LICENSEE Information			
("LICENSEE")			
<i>(Legal Entity Name)</i>			
Business Entity(select one): <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other: _____			
<i>(State of Incorporation, if applicable)</i>		<i>(Taxpayer ID #)</i>	
<i>(Street Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
<i>(Telephone #)</i>	<i>(Fax #)</i>	<i>(Email)</i>	
Licensed Location Information			
<input type="checkbox"/> Same as LICENSEE Information			
<i>(Establishment Name)</i>			
<i>(Street Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
<i>(Telephone #)</i>	<i>(Fax #)</i>	<i>(Email)</i>	
<i>(Universal Resource Locator ("URL"))</i>			
Billing Information			
<input type="checkbox"/> Same as LICENSEE Information			
<i>(Street Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
<i>(Telephone #)</i>	<i>(Fax #)</i>	<i>(Email)</i>	

The non-profit museum, planetarium, zoo or similar facility for which the above supplied information applies is referred to herein as the "Premises."

1. GRANT OF RIGHTS

Effective as of _____ **1, 20**_____ (the "Effective Date"), and subject to the terms and conditions of this Agreement, SESAC grants to LICENSEE the non-exclusive right and license to publicly perform non-dramatic renditions of all of the musical compositions for which SESAC is authorized to license the public performance right (the "Compositions") solely on the Premises.

2. LIMITATIONS OF RIGHTS

- A. Except as specifically described in Paragraph 1, above, nothing contained herein shall be construed as permitting LICENSEE to publicly perform, transmit, re-transmit or reproduce any Composition by any means, medium, method, device or process now or hereafter known, or as permitting LICENSEE to grant any such right to others.
- B. The rights granted pursuant to Paragraph 1, above, shall exclude "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).
- C. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions: (i) which are part of a background music service originating from any location, including the Premises, which performances are authorized by SESAC pursuant to a separate license agreement, regardless of the means by which such performances are transmitted on or to the Premises, and/or (ii) by coin-operated phonorecord players ("jukeboxes"), as defined in 17 U.S.C. § 116.
- D. The authorization provided in this Agreement shall be limited to public performances made in the United States of America, its territories, possessions and the Commonwealth of Puerto Rico.
- E. The rights granted pursuant to Paragraph 1, above, shall exclude areas used as retail facilities, restaurants, bars and similar locations.
- F. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions at Concerts ("Concerts" are musical performances by an entertainer, group or performer, whose primary purpose is entertainment by the performance of music).

3. LICENSE FEE

- A. In consideration of the rights granted herein, LICENSEE shall pay to SESAC an annual license fee (each, a "License Fee") for each calendar year during the Term (each, a "License Fee Period") in accordance with Schedule "A," which is attached hereto and incorporated herein.
- B. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, upon notice to LICENSEE, to make changes to Schedule "A." In such event, LICENSEE shall have the right to terminate this Agreement as of the date such change(s) are to take effect, provided that LICENSEE gives notice to SESAC of such termination specifically referencing this Paragraph, not later than thirty (30) days after SESAC notifies LICENSEE of such change(s). For the avoidance of doubt, annual rate adjustments made pursuant to Paragraph 3.E below shall not be considered a change to Schedule "A."
- C. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, but not the obligation, to verify through independent sources any information required to be reported by LICENSEE pursuant to Schedule "A," and SESAC may adjust the License Fee(s) as may be appropriate based on information obtained from such sources.
- D. In the event SESAC is determined by any taxing authority or court 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 to LICENSEE therefor, for any such tax derived from receipts received from LICENSEE.
- E. Effective each January 1 following the Effective Date, the rates set forth in the Fee Schedule shall be increased by an amount equal to the percent increase in the Consumer Price Index – All Urban Consumers (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, between the most recent October and the preceding October or five percent (5%), whichever amount is greater.

4. BREACH AND CURE; LATE PAYMENT CHARGE

A. In the event LICENSEE is in default or breach of any provision of this Agreement, including failure to make any payment when due hereunder, and LICENSEE has not cured such default or breach within thirty (30) days following SESAC's notice to LICENSEE thereof, then SESAC shall have the right to terminate this Agreement in addition to pursuing any and all other rights and/or remedies.

B. 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. SESAC shall also have the right to impose a charge of \$35.00 for each dishonored check or other form of payment. In the event SESAC incurs any expenses in connection with the collection of any amounts past due to SESAC hereunder, including but not limited to attorney's fees, LICENSEE shall be responsible for promptly paying such amounts to SESAC.

5. RIGHT OF VERIFICATION

A. LICENSEE agrees to maintain all necessary information in its books and records to allow SESAC to verify LICENSEE's reports, payments, statements and computations required by this Agreement. SESAC shall have the right, on at least ten (10) days prior written notice, to examine LICENSEE's books and records during customary business hours to such extent as may be necessary to verify any and all reports, payments, statements and computations made or required hereunder. In connection with such an examination, LICENSEE agrees to furnish all pertinent books and records, including electronic records in industry standard format, to SESAC's authorized representatives. Such books and records shall be kept by LICENSEE for at least three (3) years following any termination of this Agreement.

B. In the event an examination reveals that LICENSEE has underpaid any License Fee due SESAC, LICENSEE shall submit the additional amount due within forty-five (45) days from SESAC's written request for such payment. Should such an examination reveal that LICENSEE has underpaid SESAC any License Fee by five percent (5%) or more, LICENSEE shall pay the reasonable costs and expenses of the examination, including travel expenses.

C. SESAC's rights and LICENSEE's obligations arising from this Paragraph 5 shall survive any termination of this Agreement. SESAC agrees that any non-public information discovered by SESAC as part of any examination instituted under this Paragraph 5 shall be treated as confidential and shall not be disclosed to any third party (other than SESAC's attorneys, accountants and other professional advisors) without LICENSEE's prior written consent, except as may be required by law. SESAC's exercise of any rights under this provision shall not prejudice any of SESAC's other rights or remedies, including the right to dispute any amounts owed to SESAC under this Agreement.

6. TERM OF LICENSE

A. The term of this Agreement shall be for an initial period that commences on the Effective Date and continues for a period of twelve (12) calendar months (the "Initial Period"). Thereafter, this Agreement shall automatically continue in full force and effect for successive additional periods of twelve (12) calendar months (each, a "Renewal Period"). Either party may terminate this Agreement effective as of the last day of the Initial Period or as of the last day of any Renewal Period, upon advance notice to the other party specifically referencing this Paragraph at least thirty (30) days prior to the commencement of the upcoming Renewal Period. The Initial Period and any Renewal Period(s) shall be 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 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' notice to LICENSEE 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 results in substantial interference in SESAC's operation or a substantial increase in the cost of conducting its business.

7. MISCELLANEOUS

A. 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 subject matter hereof. If any part of this Agreement is determined 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.

B. SESAC shall have the right, upon notice to LICENSEE, to withdraw from the scope of this Agreement the right to publicly perform any Composition (or collection of Compositions) 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 (or collection of Compositions).

C. This Agreement shall not be assignable by LICENSEE without SESAC's prior written permission. Subject to the preceding sentence, this Agreement shall be binding upon and inure to the benefit of SESAC's and LICENSEE's successors and assigns, but no assignment shall relieve SESAC or LICENSEE of its respective obligations under this Agreement. LICENSEE shall notify SESAC within thirty (30) days of any change of ownership or control of LICENSEE's operations.

D. This Agreement shall not be valid until executed by an authorized signatory of SESAC. This Agreement has been read and is understood by both parties and contains their entire understanding with regard to the subject matter hereof. No waiver, addition or modification shall be valid unless in writing, executed with the same formality as this Agreement.

E. All notices required or permitted herein shall be in writing and deemed given to the other party hereto when sent to an address for such party set forth in this Agreement or such other address as such party may designate by written notice.

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

(please insert today's date)

LICENSEE

By: _____
(Signature)

(Type or Print Name)

Title: _____

SESAC

By: _____
(Signature)

(Type or Print Name)

Title: _____

Schedule "A" to SESAC MUSIC PERFORMANCE LICENSE FOR MUSEUMS, PLANETARIUMS, ZOOS and AQUARIUMS

1. FEE SCHEDULE/LICENSE FEE CALCULATION.

The License Fee for each License Fee Period shall be the greater of: (i) the then-current minimum license fee and (ii) the product of the total number of attendees reported in the most recently submitted License Fee Report (as defined below) multiplied by the per attendee fee set forth on the then-current Fee Schedule.

2017 Fee Schedule:
\$0.00455 per attendee
minimum license fee \$180.00

2. LICENSE FEE PAYMENT.

A. Upon the execution of this Agreement, LICENSEE shall pay to SESAC a License Fee for the initial License Fee Period which amount shall be prorated (if applicable) to reflect payment for the period from the Effective Date through the end of such License Fee Period. The License Fee for each License Fee Period thereafter shall be submitted to SESAC on or before the commencement of such License Fee Period.

3. REPORTING.

A. Upon the execution of this Agreement, and on or before each October 1 during the Term thereafter, LICENSEE shall provide SESAC with a completed license fee report (each, a "License Fee Report") in the form set forth on Schedule "B," which is attached hereto and incorporated herein, setting forth the total number of attendees of the Premises during the applicable Reporting Period (as defined below); provided, however, LICENSEE shall not be required to submit any License Fee Report which would contain the same number of attendees as the most recently submitted License Fee Report.

B. All reports under this Agreement shall be submitted by LICENSEE, by electronic means if possible, in Excel or similar format if applicable, to reporting@sesac.com, or by regular mail addressed to:

SESAC
35 Music Square East
Nashville, TN 37203

4. CERTIFICATION. LICENSEE hereby represents and warrants that all information which has been, or which will be, provided by LICENSEE pursuant to this Schedule "A" to be complete, true and accurate

5. DEFINITIONS.

"Reporting Period" means the twelve (12) calendar month period commencing thirteen (13) calendar months prior to the date that the applicable License Fee Report is due; provided, however, in the event that the Premises has not been open for business during the entirety of such period, LICENSEE's good faith estimation of annual attendance shall be used.

**SCHEDULE "B" to SESAC MUSIC PERFORMANCE LICENSE
FOR MUSEUMS, PLANETARIUMS, ZOOS and AQUARIUMS**
License Fee Report Form

Reporting Period	Number of Attendees

**SESAC MUSIC PERFORMANCE LICENSE
FOR MUSIC IN BUSINESS – PER FACILITY**

This License Agreement, including any attached and referenced Schedules (the "Agreement"), is made in New York by and between SESAC LLC ("SESAC"), a Delaware limited liability company, with offices at 35 Music Square East, Nashville, TN 37203, and

LICENSEE Information			
			("LICENSEE")
<i>(Legal Entity Name)</i>			
Business Entity(select one): <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other: _____			
<i>(State of Incorporation, if applicable)</i>		<i>(Taxpayer ID #)</i>	
<i>(Street Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
<i>(Telephone #)</i>	<i>(Fax #)</i>	<i>(Email)</i>	
Billing Information			
<input type="checkbox"/> Same as LICENSEE Information			
<i>(Street Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
<i>(Telephone #)</i>	<i>(Fax #)</i>	<i>(Email)</i>	

The executive or general offices, manufacturing plants, warehouses or similar facilities owned and operated by LICENSEE and listed on Schedule "A" pursuant to the terms of this Agreement are referred to herein as the "Licensed Premises." Schedule "A" is attached hereto and incorporated herein.

SESAC and LICENSEE hereby mutually agree as follows:

1. GRANT OF RIGHTS

Effective as of _____ **1, 20** _____ (the "Effective Date"), and subject to the terms and conditions of this Agreement, SESAC grants to LICENSEE the non-exclusive right and license to publicly perform non-dramatic renditions of all of the musical compositions for which SESAC is authorized to license the public performance right (the "Compositions") solely: (i) on the Licensed Premises and (ii) by means of a music-on-hold system operated by LICENSEE in connection with the Licensed Premises.

2. LIMITATIONS OF RIGHTS

- A. Except as specifically described in Paragraph 1, above, nothing contained herein shall be construed as permitting LICENSEE to publicly perform, transmit, re-transmit or reproduce any Composition by any means, medium, method, device or process now or hereafter known, or as permitting LICENSEE to grant any such right to others.
- B. The rights granted pursuant to Paragraph 1, above, shall exclude “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).
- C. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions: (i) which are part of a background music service originating from any location, including a Licensed Premises, which performances are authorized by SESAC pursuant to a separate license agreement, regardless of the means by which such performances are transmitted on or to such Licensed Premises, and/or (ii) by coin-operated phonorecord players (“jukeboxes”), as defined in 17 U.S.C. § 116.
- D. The authorization provided in this Agreement shall be limited to public performances made in the United States of America, its territories, possessions and the Commonwealth of Puerto Rico.
- E. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions in locations that are used as retail facilities, restaurants, nightclubs, taverns or similar locations.

3. LICENSE FEE

- A. In consideration of the rights granted herein, LICENSEE shall pay to SESAC an annual license fee (each, a “License Fee”) for each calendar year during the Term (each, a “License Fee Period”) in accordance with Schedule “B,” which is attached hereto and incorporated herein.
- B. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, upon notice to LICENSEE, to make changes to Schedule “B.” In such event, LICENSEE shall have the right to terminate this Agreement as of the date such change(s) are to take effect, provided that LICENSEE gives notice to SESAC of such termination specifically referencing this Paragraph, not later than thirty (30) days after SESAC notifies LICENSEE of such change(s). For the avoidance of doubt, annual rate adjustments made pursuant to Paragraph 3.E below shall not be considered a change to Schedule “B.”
- C. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, but not the obligation, to verify through independent sources any information required to be reported by LICENSEE pursuant to Schedule “B,” and SESAC may adjust the License Fee(s) as may be appropriate based on information obtained from such sources.
- D. In the event SESAC is determined by any taxing authority or court 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 to LICENSEE therefor, for any such tax derived from receipts received from LICENSEE.
- E. Effective each January 1 following the Effective Date, the rates set forth in the Fee Schedule shall be increased by an amount equal to the percent increase in the Consumer Price Index – All Urban Consumers (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, between the most recent October and the preceding October or five percent (5%), whichever amount is greater.

4. BREACH AND CURE; LATE PAYMENT CHARGE

- A. In the event LICENSEE is in default or breach of any provision of this Agreement, including failure to make any payment when due hereunder, and LICENSEE has not cured such default or breach within thirty (30) days following SESAC's notice to LICENSEE thereof, then SESAC shall have the right to terminate this Agreement in addition to pursuing any and all other rights and/or remedies.

B. 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. SESAC shall also have the right to impose a charge of \$35.00 for each dishonored check or other form of payment. In the event SESAC incurs any expenses in connection with the collection of any amounts past due to SESAC hereunder, including but not limited to attorney's fees, LICENSEE shall be responsible for promptly paying such amounts to SESAC.

5. RIGHT OF VERIFICATION

A. LICENSEE agrees to maintain all necessary information in its books and records to allow SESAC to verify LICENSEE's reports, payments, statements and computations required by this Agreement. SESAC shall have the right, on at least ten (10) days prior written notice, to examine LICENSEE's books and records during customary business hours to such extent as may be necessary to verify any and all reports, payments, statements and computations made or required hereunder. In connection with such an examination, LICENSEE agrees to furnish all pertinent books and records, including electronic records in industry standard format, to SESAC's authorized representatives. Such books and records shall be kept by LICENSEE for at least three (3) years following any termination of this Agreement.

B. In the event an examination reveals that LICENSEE has underpaid any License Fee due SESAC, LICENSEE shall submit the additional amount due within forty-five (45) days from SESAC's written request for such payment. Should such an examination reveal that LICENSEE has underpaid SESAC any License Fee by five percent (5%) or more, LICENSEE shall pay the reasonable costs and expenses of the examination, including travel expenses.

C. SESAC's rights and LICENSEE's obligations arising from this Paragraph 5 shall survive any termination of this Agreement. SESAC agrees that any non-public information discovered by SESAC as part of any examination instituted under this Paragraph 5 shall be treated as confidential and shall not be disclosed to any third party (other than SESAC's attorneys, accountants and other professional advisors) without LICENSEE's prior written consent, except as may be required by law. SESAC's exercise of any rights under this provision shall not prejudice any of SESAC's other rights or remedies, including the right to dispute any amounts owed to SESAC under this Agreement.

6. TERM OF LICENSE

A. The term of this Agreement shall be for an initial period that commences on the Effective Date and continues for a period of twelve (12) calendar months (the "Initial Period"). Thereafter, this Agreement shall automatically continue in full force and effect for successive additional periods of twelve (12) calendar months (each, a "Renewal Period"). Either party may terminate this Agreement effective as of the last day of the Initial Period or as of the last day of any Renewal Period, upon advance notice to the other party specifically referencing this Paragraph at least thirty (30) days prior to the commencement of the upcoming Renewal Period. The Initial Period and any Renewal Period(s) shall be 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 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' notice to LICENSEE 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 results in substantial interference in SESAC's operation or a substantial increase in the cost of conducting its business.

7. MISCELLANEOUS

A. 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 subject matter hereof. If any part of this Agreement is determined 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.

B. SESAC shall have the right, upon notice to LICENSEE, to withdraw from the scope of this Agreement the right to publicly perform any Composition (or collection of Compositions) 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 (or collection of Compositions).

C. This Agreement shall not be assignable by LICENSEE without SESAC's prior written permission. Subject to the preceding sentence, this Agreement shall be binding upon and inure to the benefit of SESAC's and LICENSEE's successors and assigns, but no assignment shall relieve SESAC or LICENSEE of its respective obligations under this Agreement. LICENSEE shall notify SESAC within thirty (30) days of any change of ownership or control of LICENSEE's operations.

D. This Agreement shall not be valid until executed by an authorized signatory of SESAC. This Agreement has been read and is understood by both parties and contains their entire understanding with regard to the subject matter hereof. No waiver, addition or modification shall be valid unless in writing, executed with the same formality as this Agreement.

E. All notices required or permitted herein shall be in writing and deemed given to the other party hereto when sent to an address for such party set forth in this Agreement or such other address as such party may designate by written notice.

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

(please insert today's date)

LICENSEE

SESAC

By: _____
(Signature)

By: _____
(Signature)

(Type or Print Name)

(Type or Print Name)

Title: _____

Title: _____

**Schedule "B" to the SESAC Music Performance License
for Music in Business – Per Facility**

1. FEE SCHEDULE/LICENSE FEE CALCULATION.

The License Fee for each License Fee Period shall equal the sum of the Premises License Fees for each Licensed Premises, which shall be calculated using the most recently submitted License Fee Report. The "Premises License Fee" for a Licensed Premises shall be calculated using the Fee Schedule (the current version of which is below) and shall be based upon the total number of Employees at such Licensed Premises.

2017 Fee Schedule

Number of Employees	Annual License Fee
50,000 and over	\$4,532
25,000 – 49,999	\$2,718
15,000 -- 24,999	\$2,267
10,000 – 14,999	\$1,811
5,000 – 9,999	\$1,361
1,000 – 4,999	\$726
500 -- 999	\$360
Under 500	\$180

2. LICENSE FEE PAYMENT.

Upon the execution of this Agreement, LICENSEE shall pay the initial License Fee to SESAC which amount shall be prorated (if applicable) to reflect payment for the period from the Effective Date through the end of such License Fee Period. The License Fee for each License Fee Period thereafter shall be submitted to SESAC on or before the commencement of such License Fee Period.

3. REPORTING.

A. Upon the execution of this Agreement, LICENSEE shall provide SESAC with a completed license fee report in the form set forth on Schedule "A" (each, a "License Fee Report"). Said License Fee Report shall identify each Licensed Premises (by name and address) and the total number of Employees for each such Licensed Premises as of the Effective Date.

B. On or before each December 1 following the Effective Date, LICENSEE shall provide SESAC with an updated License Fee Report identifying each Licensed Premises (by name and address) and the total number of Employees for each such Licensed Premises as of the preceding November 1; and, upon SESAC's receipt of such License Fee Report, Schedule "A" will be deemed modified accordingly. Notwithstanding the foregoing, LICENSEE shall not be required under this Paragraph 3.B to submit any License Fee Report which would contain solely the same information as the most recently submitted License Fee Report.

C. All reports under this Agreement shall be submitted by LICENSEE, by electronic means if possible, in Excel or similar format if applicable, to reporting@sesac.com, or by regular mail addressed to:

SESAC
Attn: Licensing Administration
35 Music Square East
Nashville, TN 37203

D. **CERTIFICATION.** LICENSEE represents and warrants that all information which has been, or which will be, provided by LICENSEE pursuant to this Schedule "B" to be complete, true and accurate.

4. DEFINITIONS.

"Employee" means the total number of full-time and part-time persons employed by LICENSEE at the applicable Licensed Premises.

**SESAC MUSIC PERFORMANCE LICENSE
FOR MUSIC IN BUSINESS – Retail/Financial Services**

This License Agreement, including any attached and referenced Schedules (the "Agreement"), is made in New York by and between SESAC LLC ("SESAC"), a Delaware limited liability company, with offices at 35 Music Square East, Nashville, TN 37203, and

LICENSEE Information			
("LICENSEE")			
<i>(Legal Entity Name)</i>			
Business Entity(select one): <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other: _____			
<i>(State of Incorporation, if applicable)</i>		<i>(Taxpayer ID #)</i>	
<i>(Street Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
<i>(Telephone #)</i>	<i>(Fax #)</i>	<i>(Email)</i>	
Billing Information			
<input type="checkbox"/> Same as LICENSEE Information			
<i>(Street Address)</i>		<i>(City)</i>	
<i>(Telephone #)</i>		<i>(Fax #)</i>	
<i>(State)</i>		<i>(Zip)</i>	
<i>(Email)</i>		<i>(Email)</i>	

The "Premises" shall mean: (i) the executive or general offices, manufacturing plants, warehouses or similar facilities owned and operated by LICENSEE, (ii) other locations while under LICENSEE's sole control and attended by LICENSEE's employees, their families, social acquaintances or intra-corporate invitees and (iii) any exhibit booths, meeting or seminar rooms used by LICENSEE at conventions, trade shows, shareholder functions and the like.

A "Retail Facility" shall mean a location owned or operated by LICENSEE for which the primary purpose is the retail sale of physical goods or the provision of financial services to the public.

A "Licensed Retail Facility" shall mean a Retail Facility identified on Schedule "A," which is attached hereto and incorporated herein

SESAC and LICENSEE hereby mutually agree as follows:

1. GRANT OF RIGHTS

Effective as of _____ **1, 20**_____ (the "Effective Date"), and subject to the terms and conditions of this Agreement, SESAC grants to LICENSEE the non-exclusive right and license to publicly perform non-dramatic renditions of all of the musical compositions for which SESAC is authorized to license the public performance right (the "Compositions") solely: (i) on the Premises, (ii) at Licensed Retail Facilities or (iii) in connection with LICENSEE's retail/financial services business by means of: (x) a music-on-hold system or (y) a corporate website or intranet site.

2. LIMITATIONS OF RIGHTS

- A. Except as specifically described in Paragraph 1, above, nothing contained herein shall be construed as permitting LICENSEE to publicly perform, transmit, re-transmit or reproduce any Composition by any means, medium, method, device or process now or hereafter known, or as permitting LICENSEE to grant any such right to others.
- B. The rights granted pursuant to Paragraph 1, above, shall exclude “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).
- C. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions: (i) which are part of a background music service originating from any location, including a Premises or a Licensed Retail Facility, which performances are authorized by SESAC pursuant to a separate license agreement, regardless of the means by which such performances are transmitted on or to such location, and/or (ii) by coin-operated phonorecord players (“jukeboxes”), as defined in 17 U.S.C. § 116.
- D. The authorization provided in this Agreement shall be limited to public performances made in the United States of America, its territories, possessions and the Commonwealth of Puerto Rico.
- E. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions in locations that are used as restaurants, nightclubs, taverns or similar businesses
- F. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions in connection with any website from which revenue is generated, directly or indirectly, from the transmission of content containing musical works including by way of access charges (e.g., pay per view or subscription fees) or the display or transmission of third party advertising, sponsorship or other promotional materials..

3. LICENSE FEE

- A. In consideration of the rights granted herein, LICENSEE shall pay to SESAC an annual license fee (each, a “License Fee”) for each calendar year during the Term (each, a “License Fee Period”) in accordance with Schedule “B,” which is attached hereto and incorporated herein.
- B. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, upon notice to LICENSEE, to make changes to Schedule “B.” In such event, LICENSEE shall have the right to terminate this Agreement as of the date such change(s) are to take effect, provided that LICENSEE gives notice to SESAC of such termination specifically referencing this Paragraph, not later than thirty (30) days after SESAC notifies LICENSEE of such change(s). For the avoidance of doubt, annual rate adjustments made pursuant to Paragraph 3.E below shall not be considered a change to Schedule “B.”
- C. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, but not the obligation, to verify through independent sources any information required to be reported by LICENSEE pursuant to Schedule “B,” and SESAC may adjust the License Fee(s) as may be appropriate based on information obtained from such sources.
- D. In the event SESAC is determined by any taxing authority or court 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 to LICENSEE therefor, for any such tax derived from receipts received from LICENSEE.
- E. Effective each January 1 following the Effective Date, the rates set forth in the Fee Schedules shall be increased by an amount equal to the percent increase in the Consumer Price Index – All Urban Consumers (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, between the most recent October and the preceding October or five percent (5%), whichever amount is greater.

4. BREACH AND CURE; LATE PAYMENT CHARGE

A. In the event LICENSEE is in default or breach of any provision of this Agreement, including failure to make any payment when due hereunder, and LICENSEE has not cured such default or breach within thirty (30) days following SESAC's notice to LICENSEE thereof, then SESAC shall have the right to terminate this Agreement in addition to pursuing any and all other rights and/or remedies.

B. 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. SESAC shall also have the right to impose a charge of \$35.00 for each dishonored check or other form of payment. In the event SESAC incurs any expenses in connection with the collection of any amounts past due to SESAC hereunder, including but not limited to attorney's fees, LICENSEE shall be responsible for promptly paying such amounts to SESAC.

5. RIGHT OF VERIFICATION

A. LICENSEE agrees to maintain all necessary information in its books and records to allow SESAC to verify LICENSEE's reports, payments, statements and computations required by this Agreement. SESAC shall have the right, on at least ten (10) days prior written notice, to examine LICENSEE's books and records during customary business hours to such extent as may be necessary to verify any and all reports, payments, statements and computations made or required hereunder. In connection with such an examination, LICENSEE agrees to furnish all pertinent books and records, including electronic records in industry standard format, to SESAC's authorized representatives. Such books and records shall be kept by LICENSEE for at least three (3) years following any termination of this Agreement.

B. In the event an examination reveals that LICENSEE has underpaid any License Fee due SESAC, LICENSEE shall submit the additional amount due within forty-five (45) days from SESAC's written request for such payment. Should such an examination reveal that LICENSEE has underpaid SESAC any License Fee by five percent (5%) or more, LICENSEE shall pay the reasonable costs and expenses of the examination, including travel expenses.

C. SESAC's rights and LICENSEE's obligations arising from this Paragraph 5 shall survive any termination of this Agreement. SESAC agrees that any non-public information discovered by SESAC as part of any examination instituted under this Paragraph 5 shall be treated as confidential and shall not be disclosed to any third party (other than SESAC's attorneys, accountants and other professional advisors) without LICENSEE's prior written consent, except as may be required by law. SESAC's exercise of any rights under this provision shall not prejudice any of SESAC's other rights or remedies, including the right to dispute any amounts owed to SESAC under this Agreement.

6. TERM OF LICENSE

A. The term of this Agreement shall be for an initial period that commences on the Effective Date and continues for a period of twelve (12) calendar months (the "Initial Period"). Thereafter, this Agreement shall automatically continue in full force and effect for successive additional periods of twelve (12) calendar months (each, a "Renewal Period"). Either party may terminate this Agreement effective as of the last day of the Initial Period or as of the last day of any Renewal Period, upon advance notice to the other party specifically referencing this Paragraph at least thirty (30) days prior to the commencement of the upcoming Renewal Period. The Initial Period and any Renewal Period(s) shall be 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 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' notice to LICENSEE 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 results in substantial interference in SESAC's operation or a substantial increase in the cost of conducting its business.

7. MISCELLANEOUS

A. 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 subject matter hereof. If any part of this Agreement is determined 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.

B. SESAC shall have the right, upon notice to LICENSEE, to withdraw from the scope of this Agreement the right to publicly perform any Composition (or collection of Compositions) 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 (or collection of Compositions).

C. This Agreement shall not be assignable by LICENSEE without SESAC's prior written permission. Subject to the preceding sentence, this Agreement shall be binding upon and inure to the benefit of SESAC's and LICENSEE's successors and assigns, but no assignment shall relieve SESAC or LICENSEE of its respective obligations under this Agreement. LICENSEE shall notify SESAC within thirty (30) days of any change of ownership or control of LICENSEE's operations.

D. This Agreement shall not be valid until executed by an authorized signatory of SESAC. This Agreement has been read and is understood by both parties and contains their entire understanding with regard to the subject matter hereof. No waiver, addition or modification shall be valid unless in writing, executed with the same formality as this Agreement.

E. All notices required or permitted herein shall be in writing and deemed given to the other party hereto when sent to an address for such party set forth in this Agreement or such other address as such party may designate by written notice.

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

(please insert today's date)

LICENSEE

SESAC

By: _____
(Signature)

By: _____
(Signature)

(Type or Print Name)

(Type or Print Name)

Title: _____

Title: _____

**Schedule “B” to the SESAC Music Performance License
for Music in Business – Retail/Financial Services**

1. LICENSE FEE CALCULATION/FEE SCHEDULES.

The License Fee for each License Fee Period shall be the sum of the MIB License Fee and the Retail License Fee, each of which shall be calculated using the most recently submitted License Fee Report. The “MIB License Fee” for a License Fee Period shall be calculated using the then-current MIB Fee Schedule and the number of Employees (defined below). The “Retail License Fee” for a License Fee Period shall be calculated using the then-current Retail Fee Schedule and the number of Licensed Retail Facilities.

2017 MIB Fee Schedule

Number of Employees		License Fee
200,000	And over	\$ 31,714
175,000	- 199,999	\$ 27,185
150,000	- 174,999	\$ 22,651
125,000	- 149,999	\$18,122
100,000	- 124,999	\$13,590
75,000	- 99,999	\$ 9,060
50,000	- 74,999	\$ 4,532
25,000	- 49,999	\$ 2,718
15,000	- 24,999	\$ 2,267
10,000	- 14,999	\$ 1,811
5,000	- 9,999	\$ 1,361
1,000	- 4,999	\$ 726
500	- 999	\$ 360
Under 500	500	\$ 180

2017 Retail Fee Schedule

\$194.00 per Retail Facility

2. LICENSE FEE PAYMENT.

A. Upon the execution of this Agreement, LICENSEE shall make an initial License Fee payment equal to the License Fee for the initial License Fee Period, prorated (if applicable) to reflect payment for the period from the Effective Date through the end of the initial billing period (as set forth in Paragraph 2.B, below) during the Term.

B. LICENSEE shall make subsequent License Fee payments equal to the License Fee for the License Fee Period concerned, prorated (if applicable) to reflect the billing period concerned (as selected below – if no selection is made, Paragraph 2.B.(a) shall apply), as follows:

_____ (a) annually in one (1) payment, on or before January 1 of a particular calendar year, for the billing period of January 1 through December 31 of such year; or

_____ (b) semi-annually in two (2) equal installments on or before January 1 of a particular calendar year, for the billing period of January 1 through June 30 of such year; and on or before July 1 of such year, for the billing period of July 1 through December 31 of such year.

3. REPORTING.

A. Upon the execution of this Agreement, LICENSEE shall provide SESAC with a completed license fee report (each, a “License Fee Report”) setting forth the total number of Employees as of the Effective Date, and the address of each Retail Facility that LICENSEE wishes to include on Schedule “A.” Each reported Retail Facility shall be added to Schedule “A.”

B. On or before each December 1 following the Effective Date, LICENSEE shall provide SESAC with an updated License Fee Report setting forth the total number of Employees as of the preceding November 1 and the address of each Retail Facility that LICENSEE wishes to add to or remove from Schedule "A," and Schedule "A" will be deemed amended accordingly. Notwithstanding the foregoing, LICENSEE shall not be required under this Paragraph 3.B to submit any License Fee Report which would contain solely the same information as the most recently submitted License Fee Report.

C. All reports under this Agreement shall be submitted by LICENSEE, by electronic means if possible, in Excel or similar format if applicable, to reporting@sesac.com, or by regular mail addressed to:

SESAC
Attn: Licensing Administration
35 Music Square East
Nashville, TN 37203

D. **CERTIFICATION.** LICENSEE represents and warrants that all information which has been, or which will be, provided by LICENSEE pursuant to this Schedule "B" to be complete, true and accurate.

4. DEFINITIONS.

"**Employee**" means the total number of full-time and part-time persons employed by LICENSEE.

**SESAC MUSIC PERFORMANCE LICENSE
FOR MUSIC IN BUSINESS – New Media, On Site & External Performances**

This License Agreement, including any attached and referenced Schedules (the "Agreement"), is made in New York by and between SESAC LLC ("SESAC"), a Delaware limited liability company, with offices at 35 Music Square East, Nashville, TN 37203, and

LICENSEE Information			
("LICENSEE")			
<i>(Legal Entity Name)</i>			
Business Entity(select one): <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other: _____			
<i>(State of Incorporation, if applicable)</i>		<i>(Taxpayer ID #)</i>	
<i>(Street Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
<i>(Telephone #)</i>	<i>(Fax #)</i>	<i>(Email)</i>	
Billing Information			
<input type="checkbox"/> Same as LICENSEE Information			
<i>(Street Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
<i>(Telephone #)</i>	<i>(Fax #)</i>	<i>(Email)</i>	

As used herein, the "Premises" shall mean: (i) the executive or general offices, manufacturing plants, warehouses or similar facilities owned and operated by LICENSEE, (ii) other locations while under LICENSEE's sole control and attended by LICENSEE's employees, their families, social acquaintances or intra-corporate invitees and (iii) any exhibit booths, meeting or seminar rooms used by LICENSEE at conventions, trade shows, shareholder functions and the like.

SESAC and LICENSEE hereby mutually agree as follows:

1. GRANT OF RIGHTS

Effective as of _____ **1, 20** _____ (the "Effective Date"), and subject to the terms and conditions of this Agreement, SESAC grants to LICENSEE the non-exclusive right and license to publicly perform non-dramatic renditions of all of the musical compositions for which SESAC is authorized to license the public performance right (the "Compositions") solely: (i) on the Premises or (ii) in connection with the Premises by means of: (x) a music-on-hold system or (y) a corporate website or intranet site.

2. LIMITATIONS OF RIGHTS

A. Except as specifically described in Paragraph 1, above, nothing contained herein shall be construed as permitting LICENSEE to publicly perform, transmit, re-transmit or reproduce any Composition by any means, medium, method, device or process now or hereafter known, or as permitting LICENSEE to grant any such right to others.

B. The rights granted pursuant to Paragraph 1, above, shall exclude “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).

C. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions: (i) which are part of a background music service originating from any location, including a Premises, which performances are authorized by SESAC pursuant to a separate license agreement, regardless of the means by which such performances are transmitted on or to such Premises, and/or (ii) by coin-operated phonorecord players (“jukeboxes”), as defined in 17 U.S.C. § 116.

D. The authorization provided in this Agreement shall be limited to public performances made in the United States of America, its territories, possessions and the Commonwealth of Puerto Rico.

E. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions in locations that are used as retail facilities, restaurants, nightclubs, taverns or similar locations.

F. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions in connection with any website from which revenue is generated, directly or indirectly, from the transmission of content containing musical works including by way of access charges (e.g., pay per view or subscription fees) or the display or transmission of third party advertising, sponsorship or other promotional materials.

3. LICENSE FEE

A. In consideration of the rights granted herein, LICENSEE shall pay to SESAC an annual license fee (each, a “License Fee”) for each calendar year during the Term (each, a “License Fee Period”) in accordance with Schedule “A,” which is attached hereto and incorporated herein.

B. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, upon notice to LICENSEE, to make changes to Schedule “A.” In such event, LICENSEE shall have the right to terminate this Agreement as of the date such change(s) are to take effect, provided that LICENSEE gives notice to SESAC of such termination specifically referencing this Paragraph, not later than thirty (30) days after SESAC notifies LICENSEE of such change(s). For the avoidance of doubt, annual rate adjustments made pursuant to Paragraph 3.E below shall not be considered a change to Schedule “A.”

C. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, but not the obligation, to verify through independent sources any information required to be reported by LICENSEE pursuant to Schedule “A,” and SESAC may adjust the License Fee(s) as may be appropriate based on information obtained from such sources.

D. In the event SESAC is determined by any taxing authority or court 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 to LICENSEE therefor, for any such tax derived from receipts received from LICENSEE.

E. Effective each January 1 following the Effective Date, the rates set forth in the Fee Schedule shall be increased by an amount equal to the percent increase in the Consumer Price Index – All Urban Consumers (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, between the most recent October and the preceding October or five percent (5%), whichever amount is greater.

4. BREACH AND CURE; LATE PAYMENT CHARGE

A. In the event LICENSEE is in default or breach of any provision of this Agreement, including failure to make any payment when due hereunder, and LICENSEE has not cured such default or breach within thirty (30) days following SESAC's notice to LICENSEE thereof, then SESAC shall have the right to terminate this Agreement in addition to pursuing any and all other rights and/or remedies.

B. 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. SESAC shall also have the right to impose a charge of \$35.00 for each dishonored check or other form of payment. In the event SESAC incurs any expenses in connection with the collection of any amounts past due to SESAC hereunder, including but not limited to attorney's fees, LICENSEE shall be responsible for promptly paying such amounts to SESAC.

5. RIGHT OF VERIFICATION

A. LICENSEE agrees to maintain all necessary information in its books and records to allow SESAC to verify LICENSEE's reports, payments, statements and computations required by this Agreement. SESAC shall have the right, on at least ten (10) days prior written notice, to examine LICENSEE's books and records during customary business hours to such extent as may be necessary to verify any and all reports, payments, statements and computations made or required hereunder. In connection with such an examination, LICENSEE agrees to furnish all pertinent books and records, including electronic records in industry standard format, to SESAC's authorized representatives. Such books and records shall be kept by LICENSEE for at least three (3) years following any termination of this Agreement.

B. In the event an examination reveals that LICENSEE has underpaid any License Fee due SESAC, LICENSEE shall submit the additional amount due within forty-five (45) days from SESAC's written request for such payment. Should such an examination reveal that LICENSEE has underpaid SESAC any License Fee by five percent (5%) or more, LICENSEE shall pay the reasonable costs and expenses of the examination, including travel expenses.

C. SESAC's rights and LICENSEE's obligations arising from this Paragraph 5 shall survive any termination of this Agreement. SESAC agrees that any non-public information discovered by SESAC as part of any examination instituted under this Paragraph 5 shall be treated as confidential and shall not be disclosed to any third party (other than SESAC's attorneys, accountants and other professional advisors) without LICENSEE's prior written consent, except as may be required by law. SESAC's exercise of any rights under this provision shall not prejudice any of SESAC's other rights or remedies, including the right to dispute any amounts owed to SESAC under this Agreement.

6. TERM OF LICENSE

A. The term of this Agreement shall be for an initial period that commences on the Effective Date and continues for a period of twelve (12) calendar months (the "Initial Period"). Thereafter, this Agreement shall automatically continue in full force and effect for successive additional periods of twelve (12) calendar months (each, a "Renewal Period"). Either party may terminate this Agreement effective as of the last day of the Initial Period or as of the last day of any Renewal Period, upon advance notice to the other party specifically referencing this Paragraph at least thirty (30) days prior to the commencement of the upcoming Renewal Period. The Initial Period and any Renewal Period(s) shall be 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 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' notice to LICENSEE 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 results in substantial interference in SESAC's operation or a substantial increase in the cost of conducting its business.

7. MISCELLANEOUS

A. 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 subject matter hereof. If any part of this Agreement is determined 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.

B. LICENSEE shall have the right, upon notice to LICENSEE, to withdraw from the scope of this Agreement the right to publicly perform any Composition (or collection of Compositions) 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 (or collection of Compositions).

C. This Agreement shall not be assignable by LICENSEE without SESAC's prior written permission. Subject to the preceding sentence, this Agreement shall be binding upon and inure to the benefit of SESAC's and LICENSEE's successors and assigns, but no assignment shall relieve SESAC or LICENSEE of its respective obligations under this Agreement. LICENSEE shall notify SESAC within thirty (30) days of any change of ownership or control of LICENSEE's operations.

D. This Agreement shall not be valid until executed by an authorized signatory of SESAC. This Agreement has been read and is understood by both parties and contains their entire understanding with regard to the subject matter hereof. No waiver, addition or modification shall be valid unless in writing, executed with the same formality as this Agreement.

E. All notices required or permitted herein shall be in writing and deemed given to the other party hereto when sent to an address for such party set forth in this Agreement or such other address as such party may designate by written notice.

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

_____.
(please insert today's date)

LICENSEE

SESAC

By: _____
(Signature)

By: _____
(Signature)

(Type or Print Name)

(Type or Print Name)

Title: _____

Title: _____

**SESAC “A” to the SESAC Music Performance License
for Music in Business – New Media, On Site & External Performances**

1. LICENSE FEE CALCULATION/FEE SCHEDULE.

The License Fee for each License Fee Period shall be calculated using the then-current Fee Schedule and based upon the total number of Employees (defined below), as set forth on the most recently submitted License Fee Report (defined below).

2017 Fee Schedule			
Number of Employees			License Fee
200,000	And Over		\$ 31,714
175,000	-	199,999	\$ 27,185
150,000	-	174,999	\$ 22,651
125,000	-	149,999	\$ 18,122
100,000	-	124,999	\$ 13,590
75,000	-	99,999	\$ 9,060
50,000	-	74,999	\$ 4,532
25,000	-	49,999	\$ 2,718
15,000	-	24,999	\$ 2,267
10,000	-	14,999	\$ 1,811
5,000	-	9,999	\$ 1,361
1,000	-	4,999	\$ 726
500	-	999	\$ 360
Under 500		500	\$ 180

2. LICENSE FEE PAYMENT.

Upon the execution of this Agreement, LICENSEE shall pay a License Fee to SESAC for the initial License Fee Period which amount shall be prorated (if applicable) to reflect payment for the period from the Effective Date through the end of such License Fee Period. The License Fee for each License Fee Period thereafter shall be submitted to SESAC on or before the commencement of such License Fee Period.

3. REPORTING.

- A. Upon the execution of this Agreement, LICENSEE shall provide SESAC with a completed license fee report (each, a “License Fee Report”) setting forth the total number of Employees as of the Effective Date.
- B. On or before each December 1 following the Effective Date, LICENSEE shall provide SESAC with an updated License Fee Report setting forth the total number of Employees as of the preceding November 1; provided, however, that LICENSEE shall not be required under this Paragraph 3.B to submit any License Fee Report which would contain solely the same information as the most recently submitted License Fee Report.
- C. All reports under this Agreement shall be submitted by LICENSEE, by electronic means if possible, in Excel or similar format if applicable, to reporting@sesac.com, or by regular mail addressed to:

SESAC
Attn: Licensing Administration
35 Music Square East
Nashville, TN 37203

D. **CERTIFICATION.** LICENSEE represents and warrants that all information which has been, or which will be, provided by LICENSEE pursuant to this Schedule “A” to be complete, true and accurate.

4. DEFINITIONS.

“Employee” means the total number of full-time and part-time persons employed by LICENSEE.

**License Fee Report for SESAC Music Performance License
for Music in Business – New Media, On Site & External Performances**

<u>Name/Address</u>	
<u>Number of Employees</u>	

**SESAC MUSIC PERFORMANCE LICENSE
FOR PROFESSIONAL OFFICES
(DENTISTS, PHYSICIANS, LAWYERS AND OTHER PROFESSIONAL OFFICES)**

This License Agreement, including any attached and referenced Schedules (the "Agreement"), is made in New York by and between SESAC LLC ("SESAC"), a Delaware limited liability company, with offices at 35 Music Square East, Nashville, TN 37203, and

LICENSEE Information			
			("LICENSEE")
<i>(Legal Entity Name)</i>			
Business Entity(select one): <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other: _____			
<i>(State of Incorporation, if applicable)</i>		<i>(Taxpayer ID #)</i>	
<i>(Street Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
<i>(Telephone #)</i>	<i>(Fax #)</i>	<i>(Email)</i>	
Licensed Location Information			
<input type="checkbox"/> Same as LICENSEE Information			
<i>(Establishment Name)</i>			
<i>(Street Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
<i>(Telephone #)</i>	<i>(Fax #)</i>	<i>(Email)</i>	
<i>(Universal Resource Locator ("URL"))</i>			
Billing Information			
<input type="checkbox"/> Same as LICENSEE Information			
<i>(Street Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
<i>(Telephone #)</i>	<i>(Fax #)</i>	<i>(Email)</i>	

The professional office for which the above supplied information applies, and all of its locations, which are owned, operated or leased by LICENSEE and used as professional offices under LICENSEE's sole control, are referred to herein as the "Premises."

SESAC and LICENSEE hereby mutually agree as follows:

1. GRANT OF RIGHTS

Effective as of _____ **1, 20** _____ (the "Effective Date"), and subject to the terms and conditions of this Agreement, SESAC grants to LICENSEE the non-exclusive right and license to publicly perform non-dramatic renditions of all of the musical compositions for which SESAC is authorized to license the public performance right (the "Compositions") solely on the Premises.

1. LIMITATIONS OF RIGHTS

- A. Except as specifically described in Paragraph 1, above, nothing contained herein shall be construed as permitting LICENSEE to publicly perform, transmit, re-transmit or reproduce any Composition by any means, medium, method, device or process now or hereafter known, or as permitting LICENSEE to grant any such right to others.
- B. The rights granted pursuant to Paragraph 1, above, shall exclude "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).
- C. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions: (i) which are part of a background music service originating from any location, including the Premises, which performances are authorized by SESAC pursuant to a separate license agreement, regardless of the means by which such performances are transmitted on or to the Premises, and/or (ii) by coin-operated phonorecord players ("jukeboxes"), as defined in 17 U.S.C. § 116.
- D. The authorization provided in this Agreement shall be limited to public performances made in the United States of America, its territories, possessions and the Commonwealth of Puerto Rico.

2. LICENSE FEE

- A. In consideration of the rights granted herein, LICENSEE shall pay to SESAC an annual license fee (each, a "License Fee") for each calendar year during the Term (each, a "License Fee Period") in accordance with Schedule "A," which is attached hereto and incorporated herein.
- B. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, upon notice to LICENSEE, to make changes to Schedule "A." In such event, LICENSEE shall have the right to terminate this Agreement as of the date such change(s) are to take effect, provided that LICENSEE gives notice to SESAC of such termination specifically referencing this Paragraph, not later than thirty (30) days after SESAC notifies LICENSEE of such change(s). For the avoidance of doubt, annual rate adjustments made pursuant to Paragraph 3.E below shall not be considered a change to Schedule "A."
- C. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, but not the obligation, to verify through independent sources any information required to be reported by LICENSEE pursuant to Schedule "A," and SESAC may adjust the License Fee(s) as may be appropriate based on information obtained from such sources.
- D. In the event SESAC is determined by any taxing authority or court 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 to LICENSEE therefor, for any such tax derived from receipts received from LICENSEE.
- E. Effective each January 1 following the Effective Date, the rates set forth in the Fee Schedule shall be increased by an amount equal to the percent increase in the Consumer Price Index – All Urban Consumers (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, between the most recent October and the preceding October or five percent (5%), whichever amount is greater.

3. BREACH AND CURE; LATE PAYMENT CHARGE

- A. In the event LICENSEE is in default or breach of any provision of this Agreement, including failure to make any payment when due hereunder, and LICENSEE has not cured such default or breach within thirty (30) days following SESAC's notice to LICENSEE thereof, then SESAC shall have the right to terminate this Agreement in addition to pursuing any and all other rights and/or remedies.
- B. 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. SESAC shall also have the right to impose a charge of \$35.00 for each dishonored check or other form of payment. In the event SESAC incurs any expenses in connection with the collection of any amounts past due to SESAC hereunder, including but not limited to attorney's fees, LICENSEE shall be responsible for promptly paying such amounts to SESAC.

4. RIGHT OF VERIFICATION

A. LICENSEE agrees to maintain all necessary information in its books and records to allow SESAC to verify LICENSEE's reports, payments, statements and computations required by this Agreement. SESAC shall have the right, on at least ten (10) days prior written notice, to examine LICENSEE's books and records during customary business hours to such extent as may be necessary to verify any and all reports, payments, statements and computations made or required hereunder. In connection with such an examination, LICENSEE agrees to furnish all pertinent books and records, including electronic records in industry standard format, to SESAC's authorized representatives. Such books and records shall be kept by LICENSEE for at least three (3) years following any termination of this Agreement.

B. In the event an examination reveals that LICENSEE has underpaid any License Fee due SESAC, LICENSEE shall submit the additional amount due within forty-five (45) days from SESAC's written request for such payment. Should such an examination reveal that LICENSEE has underpaid SESAC any License Fee by five percent (5%) or more, LICENSEE shall pay the reasonable costs and expenses of the examination, including travel expenses.

C. SESAC's rights and LICENSEE's obligations arising from this Paragraph 5 shall survive any termination of this Agreement. SESAC agrees that any non-public information discovered by SESAC as part of any examination instituted under this Paragraph 5 shall be treated as confidential and shall not be disclosed to any third party (other than SESAC's attorneys, accountants and other professional advisors) without LICENSEE's prior written consent, except as may be required by law. SESAC's exercise of any rights under this provision shall not prejudice any of SESAC's other rights or remedies, including the right to dispute any amounts owed to SESAC under this Agreement.

5. TERM OF LICENSE

A. The term of this Agreement shall be for an initial period that commences on the Effective Date and continues for a period of twelve (12) calendar months (the "Initial Period"). Thereafter, this Agreement shall automatically continue in full force and effect for successive additional periods of twelve (12) calendar months (each, a "Renewal Period"). Either party may terminate this Agreement effective as of the last day of the Initial Period or as of the last day of any Renewal Period, upon advance notice to the other party specifically referencing this Paragraph at least thirty (30) days prior to the commencement of the upcoming Renewal Period. The Initial Period and any Renewal Period(s) shall be 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 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' notice to LICENSEE 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 results in substantial interference in SESAC's operation or a substantial increase in the cost of conducting its business.

6. MISCELLANEOUS

A. 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 subject matter hereof. If any part of this Agreement is determined 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.

B. SESAC shall have the right, upon notice to LICENSEE, to withdraw from the scope of this Agreement the right to publicly perform any Composition (or collection of Compositions) 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 (or collection of Compositions).

C. This Agreement shall not be assignable by LICENSEE without SESAC's prior written permission. Subject to the preceding sentence, this Agreement shall be binding upon and inure to the benefit of SESAC's and LICENSEE's successors and assigns, but no assignment shall relieve SESAC or LICENSEE of its respective obligations under this Agreement. LICENSEE shall notify SESAC within thirty (30) days of any change of ownership or control of LICENSEE's operations.

D. This Agreement shall not be valid until executed by an authorized signatory of SESAC. This Agreement has been read and is understood by both parties and contains their entire understanding with regard to the subject matter hereof. No waiver, addition or modification shall be valid unless in writing, executed with the same formality as this Agreement.

E. All notices required or permitted herein shall be in writing and deemed given to the other party hereto when sent to an address for such party set forth in this Agreement or such other address as such party may designate by written notice.

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

_____.
(please insert today's date)

LICENSEE

SESAC

By: _____
(Signature)

By: _____
(Signature)

(Type or Print Name)

(Type or Print Name)

Title: _____

Title: _____

Schedule "A" to the SESAC Music Performance License for Professional Offices (Dentists, Physicians, Lawyers and Other Professional Offices)

1. FEE SCHEDULE/LICENSE FEE CALCULATION.

The License Fee for each License Fee Period shall be calculated by applying to the Fee Schedule (the current version of which is set forth below) the number of Employees (as defined below) as reported on the most recently submitted License Fee Report.

<u>Number of Employees</u>	<u>2017 License Fee</u>
Under 10	\$180
10-15	\$321
16-30*	\$416

*For professional offices with more than 30 employees, please contact SESAC for the appropriate license fee.

2. ADDITIONAL AUTHORIZATION.

Notwithstanding anything to the contrary contained in this Agreement, payment of the License Fee will also authorize public performances of the Compositions via music on hold systems operated by LICENSEE, and videoconferencing or teleconferencing at the Premises, transmissions via a website for which the primary purpose is to promote business at the Premises, and an office "intranet" or other similar interconnected computer network at the Premises.

3. LICENSE FEE PAYMENT.

Upon the execution of this Agreement, LICENSEE shall pay the initial License Fee to SESAC which amount shall be prorated (if applicable) to reflect payment for the period from the Effective Date through the end of such License Fee Period. The License Fee for each License Fee Period thereafter shall be submitted to SESAC on or before the commencement of such License Fee Period.

4. REPORTING.

A. Upon the execution of this Agreement, LICENSEE shall provide SESAC with a completed license fee report in the form set forth on Schedule "B" (each, a "License Fee Report"), which is attached hereto and incorporated herein. Said License Fee Report shall indicate the number of Employees as of the Effective Date.

B. On or before each December 1 following the Effective Date, LICENSEE shall provide to SESAC an updated License Fee Report indicating the number of Employees as of the preceding November 1; provided, however, LICENSEE shall not be required to submit any License Fee Report which would contain the same number of Employees as the most recently submitted License Fee Report.

C. All reports under this Agreement shall be submitted by LICENSEE, by electronic means if possible, in Excel or similar format if applicable, to reporting@sesac.com, or by regular mail addressed to:

SESAC
35 Music Square East
Nashville, TN 37203

5. CERTIFICATION. LICENSEE hereby represents and warrants that all information which has been, or which will be, provided by LICENSEE pursuant to this Schedule "A" to be complete, true and accurate.

6. DEFINITIONS.

"Employees" means the total number of full-time and part-time persons employed by LICENSEE.

**Schedule "B" to the SESAC Music Performance License for Professional Offices
(Dentists, Physicians, Lawyers and Other Professional Offices)
License Fee Report Form**

<u>Number of Employees</u>

Information applicable as of: _____

SESAC MUSIC PERFORMANCE LICENSE FOR PROFESSIONAL SPORTING EVENTS

This License Agreement, including any attached and referenced Schedules (the "Agreement"), is made in New York by and between SESAC LLC ("SESAC"), a Delaware limited liability company, with offices at 35 Music Square East, Nashville, TN 37203, and

LICENSEE Information			
("LICENSEE")			
<i>(Legal Entity Name)</i>			
Business Entity(select one): <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other: _____			
<i>(State of Incorporation, if applicable)</i>		<i>(Taxpayer ID #)</i>	
<i>(Street Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
<i>(Telephone #)</i>	<i>(Fax #)</i>	<i>(Email)</i>	
Team/Licensed Location Information			
<input type="checkbox"/> Same as LICENSEE Information			
<i>(Venue Name)</i>		<i>(Team Name)</i>	<i>(the "Team")</i>
(the "Venue")			
<i>(Street Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
<i>(Telephone #)</i>	<i>(Fax #)</i>	<i>(Email)</i>	
<i>(Universal Resource Locator ("URL"))</i>			
Billing Information			
<input type="checkbox"/> Same as LICENSEE Information			
<i>(Street Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
<i>(Telephone #)</i>	<i>(Fax #)</i>	<i>(Email)</i>	

For purposes hereof, the "Premises" shall mean: (i) the Venue and (ii) any other locations, in either event, solely during sporting events where the Team is hosting team.

SESAC and LICENSEE hereby mutually agree as follows:

1. GRANT OF RIGHTS

Effective as of _____ **1, 20** _____ (the "Effective Date"), and subject to the terms and conditions of this Agreement, SESAC grants to LICENSEE the non-exclusive right and license to publicly perform non-dramatic renditions of all of the musical compositions for which SESAC is authorized to license the public performance right (the "Compositions") solely on the Premises.

2. LIMITATIONS OF RIGHTS

- A. Except as specifically described in Paragraph 1, above, nothing contained herein shall be construed as permitting LICENSEE to publicly perform, transmit, re-transmit or reproduce any Composition by any means, medium, method, device or process now or hereafter known, or as permitting LICENSEE to grant any such right to others.
- B. The rights granted pursuant to Paragraph 1, above, shall exclude "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).
- C. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions: (i) which are part of a background music service originating from any location, including the Premises, which performances are authorized by SESAC pursuant to a separate license agreement, regardless of the means by which such performances are transmitted on or to the Premises, and/or (ii) by coin-operated phonorecord players ("jukeboxes"), as defined in 17 U.S.C. § 116.
- D. The authorization provided in this Agreement shall be limited to public performances made in the United States of America, its territories, possessions and the Commonwealth of Puerto Rico.

3. LICENSE FEE

- A. In consideration of the rights granted herein, LICENSEE shall pay to SESAC an annual license fee (each, a "License Fee") for each calendar year during the Term (each, a "License Fee Period") in accordance with Schedule "A," which is attached hereto and incorporated herein.
- B. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, upon notice to LICENSEE, to make changes to Schedule "A." In such event, LICENSEE shall have the right to terminate this Agreement as of the date such change(s) are to take effect, provided that LICENSEE gives notice to SESAC of such termination specifically referencing this Paragraph, not later than thirty (30) days after SESAC notifies LICENSEE of such change(s). For the avoidance of doubt, annual rate adjustments made pursuant to Paragraph 3.E below shall not be considered a change to Schedule "A."
- C. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, but not the obligation, to verify through independent sources any information required to be reported by LICENSEE pursuant to Schedule "A," and SESAC may adjust the License Fee(s) as may be appropriate based on information obtained from such sources.
- D. In the event SESAC is determined by any taxing authority or court 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 to LICENSEE therefor, for any such tax derived from receipts received from LICENSEE.
- E. Effective each January 1 following the Effective Date, the rates set forth in the Fee Schedule shall be increased by an amount equal to the percent increase in the Consumer Price Index – All Urban Consumers (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, between the most recent October and the preceding October or five percent (5%), whichever amount is greater.

4. BREACH AND CURE; LATE PAYMENT CHARGE

- A. In the event LICENSEE is in default or breach of any provision of this Agreement, including failure to make any payment when due hereunder, and LICENSEE has not cured such default or breach within thirty (30) days following SESAC's notice to LICENSEE thereof, then SESAC shall have the right to terminate this Agreement in addition to pursuing any and all other rights and/or remedies.

B. 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. SESAC shall also have the right to impose a charge of \$35.00 for each dishonored check or other form of payment. In the event SESAC incurs any expenses in connection with the collection of any amounts past due to SESAC hereunder, including but not limited to attorney's fees, LICENSEE shall be responsible for promptly paying such amounts to SESAC.

5. RIGHT OF VERIFICATION

A. LICENSEE agrees to maintain all necessary information in its books and records to allow SESAC to verify LICENSEE's reports, payments, statements and computations required by this Agreement. SESAC shall have the right, on at least ten (10) days prior written notice, to examine LICENSEE's books and records during customary business hours to such extent as may be necessary to verify any and all reports, payments, statements and computations made or required hereunder. In connection with such an examination, LICENSEE agrees to furnish all pertinent books and records, including electronic records in industry standard format, to SESAC's authorized representatives. Such books and records shall be kept by LICENSEE for at least three (3) years following any termination of this Agreement.

B. In the event an examination reveals that LICENSEE has underpaid any License Fee due SESAC, LICENSEE shall submit the additional amount due within forty-five (45) days from SESAC's written request for such payment. Should such an examination reveal that LICENSEE has underpaid SESAC any License Fee by five percent (5%) or more, LICENSEE shall pay the reasonable costs and expenses of the examination, including travel expenses.

C. SESAC's rights and LICENSEE's obligations arising from this Paragraph 5 shall survive any termination of this Agreement. SESAC agrees that any non-public information discovered by SESAC as part of any examination instituted under this Paragraph 5 shall be treated as confidential and shall not be disclosed to any third party (other than SESAC's attorneys, accountants and other professional advisors) without LICENSEE's prior written consent, except as may be required by law. SESAC's exercise of any rights under this provision shall not prejudice any of SESAC's other rights or remedies, including the right to dispute any amounts owed to SESAC under this Agreement.

6. TERM OF LICENSE

A. The term of this Agreement shall be for an initial period that commences on the Effective Date and continues for a period of twelve (12) calendar months (the "Initial Period"). Thereafter, this Agreement shall automatically continue in full force and effect for successive additional periods of twelve (12) calendar months (each, a "Renewal Period"). Either party may terminate this Agreement effective as of the last day of the Initial Period or as of the last day of any Renewal Period, upon advance notice to the other party specifically referencing this Paragraph at least thirty (30) days prior to the commencement of the upcoming Renewal Period. The Initial Period and any Renewal Period(s) shall be 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 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' notice to LICENSEE 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 results in substantial interference in SESAC's operation or a substantial increase in the cost of conducting its business.

7. MISCELLANEOUS

A. 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 subject matter hereof. If any part of this Agreement is determined 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.

B. SESAC shall have the right, upon notice to LICENSEE, to withdraw from the scope of this Agreement the right to publicly perform any Composition (or collection of Compositions) 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 (or collection of Compositions).

C. This Agreement shall not be assignable by LICENSEE without SESAC's prior written permission. Subject to the preceding sentence, this Agreement shall be binding upon and inure to the benefit of SESAC's and LICENSEE's successors and assigns, but no assignment shall relieve SESAC or LICENSEE of its respective obligations under this Agreement. LICENSEE shall notify SESAC within thirty (30) days of any change of ownership or control of LICENSEE's operations.

D. This Agreement shall not be valid until executed by an authorized signatory of SESAC. This Agreement has been read and is understood by both parties and contains their entire understanding with regard to the subject matter hereof. No waiver, addition or modification shall be valid unless in writing, executed with the same formality as this Agreement.

E. All notices required or permitted herein shall be in writing and deemed given to the other party hereto when sent to an address for such party set forth in this Agreement or such other address as such party may designate by written notice.

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

_____.

(please insert today's date)

LICENSEE

SESAC

By: _____
(Signature)

By: _____
(Signature)

(Type or Print Name)

(Type or Print Name)

Title: _____

Title: _____

Schedule "A" to the SESAC Music Performance License for Professional Sporting Events

1. FEE SCHEDULE/LICENSE FEE CALCULATION.

The License Fee for each License Fee Period shall equal the greater of: (i) the Minimum License Fee and (ii) the Total Number of Attendees (as defined below) during the applicable Reporting Period (as defined below) multiplied by the Per Attendee Fee (as defined below) for such License Fee Period.

2017 Fee Schedule

<u>"Per Attendee Fee"</u>	<u>Minimum License Fee</u>
\$0.00148	\$112.00

2. LICENSE FEE PAYMENT.

Upon the execution of this Agreement, LICENSEE shall pay the initial License Fee to SESAC for the initial License Fee Period which amount shall be prorated (if applicable) to reflect payment for the period from the Effective Date through the end of such License Fee Period. The License Fee for each License Fee Period thereafter shall be submitted to SESAC on or before the commencement of such License Fee Period.

3. REPORTING.

A. Upon the execution of this Agreement, and on or before each October 1 during the Term thereafter, LICENSEE shall provide SESAC with a completed license fee report (each, a "License Fee Report") in the form set forth on Schedule "B," which is attached hereto and incorporated herein, setting forth the Total Number of Attendees during the applicable Reporting Period (as defined below); provided, however, LICENSEE shall not be required to submit any License Fee Report which would contain the same Total Number of Attendees as the most recently submitted License Fee Report.

B. All reports under this Agreement shall be submitted by LICENSEE, by electronic means if possible, in Excel or similar format if applicable, to reporting@sesac.com, or by regular mail addressed to:

SESAC
35 Music Square East
Nashville, TN 37203

4. **CERTIFICATION.** LICENSEE hereby represents and warrants that all information which has been, or which will be, provided by LICENSEE pursuant to this Schedule "A" to be complete, true and accurate.

5. DEFINITIONS.

"Reporting Period" means the Team's season which precedes the date that the applicable License Fee Report is due; provided, however, in the event that there was no such preceding season, LICENSEE's good faith estimate of the current or upcoming season shall be used.

"Total Number of Attendees" means the total number of spectators at professional sporting events hosted by the Team.

**Schedule "B" to the SESAC Music Performance License for Professional Sporting
Events
License Fee Report Form**

Total Number of Attendees	
Reporting Period	From: _____ To: _____

SESAC MUSIC PERFORMANCE LICENSE FOR CONCERTS

This License Agreement, including any attached and referenced Schedules (the "Agreement"), is made in New York by and between SESAC LLC ("SESAC"), a Delaware limited liability company, with offices at 35 Music Square East, Nashville, TN 37203, and

LICENSEE Information			
("LICENSEE")			
<i>(Legal Entity Name)</i>			
Business Entity(select one): <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other: _____			
<i>(State of Incorporation, if applicable)</i>		<i>(Taxpayer ID #)</i>	
<i>(Street Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
<i>(Telephone #)</i>	<i>(Fax #)</i>	<i>(Email)</i>	
Billing Information			
<input type="checkbox"/> Same as LICENSEE Information			
<i>(Street Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
<i>(Telephone #)</i>	<i>(Fax #)</i>	<i>(Email)</i>	

A concert promoted by LICENSEE and reported to SESAC in accordance with the terms of this Agreement is referred to herein as a "Concert;" and solely during the occurrence of such a Concert, the physical location thereof is referred to herein as the "Premises."

SESAC and LICENSEE hereby mutually agree as follows:

1. GRANT OF RIGHTS

Effective as of _____ **1, 20** _____ (the "Effective Date"), and subject to the terms and conditions of this Agreement, SESAC grants to LICENSEE the non-exclusive right and license to publicly perform non-dramatic renditions of all of the musical compositions for which SESAC is authorized to license the public performance right (the "Compositions") solely on the Premises.

2. LIMITATIONS OF RIGHTS

- A. Except as specifically described in Paragraph 1, above, nothing contained herein shall be construed as permitting LICENSEE to publicly perform, transmit, re-transmit or reproduce any Composition by any means, medium, method, device or process now or hereafter known, or as permitting LICENSEE to grant any such right to others.
- B. The rights granted pursuant to Paragraph 1, above, shall exclude "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).
- C. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions: (i) which are part of a background music service originating from any location, including a Premises, which performances are authorized by SESAC pursuant to a separate license agreement, regardless of the means by which such performances are transmitted on or to such Premises, and/or (ii) by coin-operated phonorecord players ("jukeboxes"), as defined in 17 U.S.C. § 116.
- D. The authorization provided in this Agreement shall be limited to public performances made in the United States of America, its territories, possessions and the Commonwealth of Puerto Rico.
- E. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions made as part of Sporting Events ("Sporting Events" are professional, semi-professional, major or minor league athletic competitions).

3. LICENSE FEE

- A. In consideration of the rights granted herein, LICENSEE shall pay to SESAC a license fee (each, a "License Fee") for each calendar quarter during the Term (each, a "License Fee Period") in accordance with Schedule "A," which is attached hereto and incorporated herein.
- B. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, upon notice to LICENSEE, to make changes to Schedule "A" In such event, LICENSEE shall have the right to terminate this Agreement as of the date such change(s) are to take effect, provided that LICENSEE gives notice to SESAC of such termination specifically referencing this Paragraph, not later than thirty (30) days after SESAC notifies LICENSEE of such change(s). For the avoidance of doubt, annual rate adjustments made pursuant to Paragraph 3.E below shall not be considered a change to Schedule "A."
- C. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, but not the obligation, to verify through independent sources any information required to be reported by LICENSEE pursuant to Schedule "A," and SESAC may adjust the License Fee(s) as may be appropriate based on information obtained from such sources.
- D. In the event SESAC is determined by any taxing authority or court 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 to LICENSEE therefor, for any such tax derived from receipts received from LICENSEE.
- E. Effective each January 1 following the Effective Date, the rates set forth in the Fee Schedule shall be increased by an amount equal to the percent increase in the Consumer Price Index – All Urban Consumers (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, between the most recent October and the preceding October or five percent (5%), whichever amount is greater.

4. BREACH AND CURE; LATE PAYMENT CHARGE

- A. In the event LICENSEE is in default or breach of any provision of this Agreement, including failure to make any payment when due hereunder, and LICENSEE has not cured such default or breach within thirty (30) days following SESAC's notice to LICENSEE thereof, then SESAC shall have the right to terminate this Agreement in addition to pursuing any and all other rights and/or remedies.
- B. 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. SESAC shall also have the right to impose a charge of \$35.00 for each dishonored check or other form of payment. In the event SESAC incurs any expenses in connection with the collection of any amounts past due to SESAC hereunder, including but not limited to attorney's fees, LICENSEE shall be responsible for promptly paying such amounts to SESAC.

5. RIGHT OF VERIFICATION

A. LICENSEE agrees to maintain all necessary information in its books and records to allow SESAC to verify LICENSEE's reports, payments, statements and computations required by this Agreement. SESAC shall have the right, on at least ten (10) days prior written notice, to examine LICENSEE's books and records during customary business hours to such extent as may be necessary to verify any and all reports, payments, statements and computations made or required hereunder. In connection with such an examination, LICENSEE agrees to furnish all pertinent books and records, including electronic records in industry standard format, to SESAC's authorized representatives. Such books and records shall be kept by LICENSEE for at least three (3) years following any termination of this Agreement.

B. In the event an examination reveals that LICENSEE has underpaid any License Fee due SESAC, LICENSEE shall submit the additional amount due within forty-five (45) days from SESAC's written request for such payment. Should such an examination reveal that LICENSEE has underpaid SESAC any License Fee by five percent (5%) or more, LICENSEE shall pay the reasonable costs and expenses of the examination, including travel expenses.

C. SESAC's rights and LICENSEE's obligations arising from this Paragraph 5 shall survive any termination of this Agreement. SESAC agrees that any non-public information discovered by SESAC as part of any examination instituted under this Paragraph 5 shall be treated as confidential and shall not be disclosed to any third party (other than SESAC's attorneys, accountants and other professional advisors) without LICENSEE's prior written consent, except as may be required by law. SESAC's exercise of any rights under this provision shall not prejudice any of SESAC's other rights or remedies, including the right to dispute any amounts owed to SESAC under this Agreement.

6. TERM OF LICENSE

A. The term of this Agreement shall be for an initial period that commences on the Effective Date and continues for a period of twelve (12) calendar months (the "Initial Period"). Thereafter, this Agreement shall automatically continue in full force and effect for successive additional periods of twelve (12) calendar months (each, a "Renewal Period"). Either party may terminate this Agreement effective as of the last day of the Initial Period or as of the last day of any Renewal Period, upon advance notice to the other party specifically referencing this Paragraph at least thirty (30) days prior to the commencement of the upcoming Renewal Period. The Initial Period and any Renewal Period(s) shall be 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 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' notice to LICENSEE 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 results in substantial interference in SESAC's operation or a substantial increase in the cost of conducting its business.

7. MISCELLANEOUS

A. 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 subject matter hereof. If any part of this Agreement is determined 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.

B. SESAC shall have the right, upon notice to LICENSEE, to withdraw from the scope of this Agreement the right to publicly perform any Composition (or collection of Compositions) 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 (or collection of Compositions).

C. This Agreement shall not be assignable by LICENSEE without SESAC's prior written permission. Subject to the preceding sentence, this Agreement shall be binding upon and inure to the benefit of SESAC's and LICENSEE's successors and assigns, but no assignment shall relieve SESAC or LICENSEE of its respective obligations under this Agreement. LICENSEE shall notify SESAC within thirty (30) days of any change of ownership or control of LICENSEE's operations.

D. This Agreement shall not be valid until executed by an authorized signatory of SESAC. This Agreement has been read and is understood by both parties and contains their entire understanding with regard to the subject matter hereof. No waiver, addition or modification shall be valid unless in writing, executed with the same formality as this Agreement.

E. All notices required or permitted herein shall be in writing and deemed given to the other party hereto when sent to an address for such party set forth in this Agreement or such other address as such party may designate by written notice.

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

_____.
(please insert today's date)

LICENSEE

SESAC

By: _____
(Signature)

By: _____
(Signature)

(Type or Print Name)

(Type or Print Name)

Title: _____

Title: _____

Schedule "A" to the SESAC Music Performance License for Concerts

1. FEE SCHEDULE/LICENSE FEE CALCULATION.

The License Fee for each License Fee Period shall equal the greater of: (i) the number of Concerts during such License Fee Period multiplied by the then-current Minimum Per Concert Fee (as defined below) and (ii) the Number of Tickets Distributed (as defined below) during such License Fee Period multiplied by the then-current Per Ticket Fee (as defined below); provided, however, in no event shall the aggregate License Fees for any calendar year be less than the then-current Minimum Annual Fee (as defined below).

2017 Fee Schedule

Minimum Per Concert Fee = \$14.50

Per Ticket Fee = \$.0311

Minimum Annual Fee = \$77.50

"Number of Tickets Distributed" means the total number of tickets distributed to the public, including, without limitation, tickets sold and those distributed at no charge for promotional purposes.

2. LICENSE FEE PAYMENT.

Upon the execution of this Agreement, and on each January 1 during the Term thereafter, LICENSEE shall submit to SESAC the then applicable Minimum Annual Fee. In addition, within fifteen (15) days of the end of each License Fee Period, LICENSEE shall submit to SESAC any amounts owed for such preceding License Fee Period. For the avoidance of doubt, LICENSEE shall not be required to submit any additional License Fee payments during any calendar year until LICENSEE has recouped the Minimum Annual Fee for such year from License Fees otherwise payable to SESAC for License Fee Periods within such calendar year.

3. REPORTING.

A. Within fifteen (15) days of the end of each License Fee Period, LICENSEE shall provide to SESAC a completed license fee report in the form attached hereto as Schedule "B" (each, a "License Fee Report"), which is incorporated herein, setting forth: (i) the name and location of each Concert that occurred during such License Fee Period (ii) the date(s) of each such Concert (iii) the name of the act(s) or performer(s) for each such Concert and (iv) the Number of Tickets Distributed for each such Concert.

B. All reports under this Agreement shall be submitted by LICENSEE, by electronic means if possible, in Excel or similar format if applicable, to reporting@sesac.com, or by regular mail addressed to:

SESAC
35 Music Square East
Nashville, TN 37203

4. **CERTIFICATION.** LICENSEE represents and warrants that all information which has been, or which will be, provided by LICENSEE pursuant to this Schedule "A" to be complete, true and accurate.

Schedule "B" to the SESAC Music Performance License for Concerts

	Name of Concert (i)	Location of Concert (Venue) (i)	Date of Concert (ii)	Act(s)/Performer(s) (iii)	Number of Tickets Distributed (iv)
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
16.					
17.					

18.					
19.					
20.					
21.					
22.					
23.					
24.					
25.					

SESAC MUSIC PERFORMANCE LICENSE FOR RACETRACKS

This License Agreement, including any attached and referenced Schedules (the "Agreement"), is made in New York by and between SESAC LLC ("SESAC"), a Delaware limited liability company, with offices at 35 Music Square East, Nashville, TN 37203, and

LICENSEE Information			
			("LICENSEE")
<i>(Legal Entity Name)</i>			
Business Entity(select one): <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other: _____			
<i>(State of Incorporation, if applicable)</i>		<i>(Taxpayer ID #)</i>	
<i>(Street Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
<i>(Telephone #)</i>	<i>(Fax #)</i>	<i>(Email)</i>	
Billing Information			
<input type="checkbox"/> Same as LICENSEE Information			
<i>(Street Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
<i>(Telephone #)</i>	<i>(Fax #)</i>	<i>(Email)</i>	

Each of the racetracks, raceways, racing facilities and/or similar locations whose primary function is the hosting of racing events by animal or vehicle and which are identified on Schedule "A" pursuant to the terms of this Agreement are referred to herein as the "Licensed Premises." Schedule "A" is attached hereto and incorporated herein.

SESAC and LICENSEE hereby mutually agree as follows:

1. GRANT OF RIGHTS

A. Effective as of _____ **1, 20**_____ (the "Effective Date"), and subject to the terms and conditions of this Agreement, SESAC grants to LICENSEE the non-exclusive right and license to publicly perform non-dramatic renditions of all of the musical compositions for which SESAC is authorized to license the public performance right (the "Compositions") solely on the Licensed Premises.

1. LIMITATIONS OF RIGHTS

A. Except as specifically described in Paragraph 1, above, nothing contained herein shall be construed as permitting LICENSEE to publicly perform, transmit, re-transmit or reproduce any Composition by any means, medium, method, device or process now or hereafter known, or as permitting LICENSEE to grant any such right to others.

B. The rights granted pursuant to Paragraph 1, above, shall exclude "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).

C. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions: (i) which are part of a background music service originating from any location, including a Licensed Premises, which performances are authorized by SESAC pursuant to a separate license agreement, regardless of the means by which such performances are transmitted on or to such Licensed Premises, and/or (ii) by coin-operated phonorecord players ("jukeboxes"), as defined in 17 U.S.C. § 116.

D. The authorization provided in this Agreement shall be limited to public performances made in the United States of America, its territories, possessions and the Commonwealth of Puerto Rico.

E. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions at Concerts ("Concerts" are musical performances by an entertainer, group or performer, whose primary purpose is entertainment by the performance of music).

2. LICENSE FEE

A. In consideration of the rights granted herein, LICENSEE shall pay to SESAC an annual license fee (each, a "License Fee") for each calendar year during the Term (each, a "License Fee Period") in accordance with Schedule "B," which is attached hereto and incorporated herein.

B. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, upon notice to LICENSEE, to make changes to Schedule "B." In such event, LICENSEE shall have the right to terminate this Agreement as of the date such change(s) are to take effect, provided that LICENSEE gives notice to SESAC of such termination specifically referencing this Paragraph, not later than thirty (30) days after SESAC notifies LICENSEE of such change(s). For the avoidance of doubt, annual rate adjustments made pursuant to Paragraph 3.E below shall not be considered a change to Schedule "B."

C. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, but not the obligation, to verify through independent sources any information required to be reported by LICENSEE pursuant to Schedule "B," and SESAC may adjust the License Fee(s) as may be appropriate based on information obtained from such sources.

D. In the event SESAC is determined by any taxing authority or court 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 to LICENSEE therefor, for any such tax derived from receipts received from LICENSEE.

E. Effective each January 1 following the Effective Date, the rates set forth in the Fee Schedule shall be increased by an amount equal to the percent increase in the Consumer Price Index – All Urban Consumers (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, between the most recent October and the preceding October or five percent (5%), whichever amount is greater.

3. BREACH AND CURE; LATE PAYMENT CHARGE

A. In the event LICENSEE is in default or breach of any provision of this Agreement, including failure to make any payment when due hereunder, and LICENSEE has not cured such default or breach within thirty (30) days following SESAC's notice to LICENSEE thereof, then SESAC shall have the right to terminate this Agreement in addition to pursuing any and all other rights and/or remedies.

B. 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. SESAC shall also have the right to impose a charge of \$35.00 for each dishonored check or other form of payment. In the event SESAC incurs any expenses in connection with the collection of any amounts past due to SESAC hereunder, including but not limited to attorney's fees, LICENSEE shall be responsible for promptly paying such amounts to SESAC.

4. INTENTIONALLY OMITTED

5. TERM OF LICENSE

A. The term of this Agreement shall be for an initial period that commences on the Effective Date and continues for a period of twelve (12) calendar months (the "Initial Period"). Thereafter, this Agreement shall automatically continue in full force and effect for successive additional periods of twelve (12) calendar months (each, a "Renewal Period"). Either party may terminate this Agreement effective as of the last day of the Initial Period or as of the last day of any Renewal Period, upon advance notice to the other party specifically referencing this Paragraph at least thirty (30) days prior to the commencement of the upcoming Renewal Period. The Initial Period and any Renewal Period(s) shall be 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 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' notice to LICENSEE 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 results in substantial interference in SESAC's operation or a substantial increase in the cost of conducting its business.

6. MISCELLANEOUS

A. 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 subject matter hereof. If any part of this Agreement is determined 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.

B. SESAC shall have the right, upon notice to LICENSEE, to withdraw from the scope of this Agreement the right to publicly perform any Composition (or collection of Compositions) 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 (or collection of Compositions).

C. This Agreement shall not be assignable by LICENSEE without SESAC's prior written permission. Subject to the preceding sentence, this Agreement shall be binding upon and inure to the benefit of SESAC's and LICENSEE's successors and assigns, but no assignment shall relieve SESAC or LICENSEE of its respective obligations under this Agreement. LICENSEE shall notify SESAC within thirty (30) days of any change of ownership or control of LICENSEE's operations.

D. This Agreement shall not be valid until executed by an authorized signatory of SESAC. This Agreement has been read and is understood by both parties and contains their entire understanding with regard to the subject matter hereof. No waiver, addition or modification shall be valid unless in writing, executed with the same formality as this Agreement.

E. All notices required or permitted herein shall be in writing and deemed given to the other party hereto when sent to an address for such party set forth in this Agreement or such other address as such party may designate by written notice.

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

(please insert today's date)

LICENSEE

SESAC

By: _____
(Signature)

By: _____
(Signature)

(Type or Print Name)

(Type or Print Name)

Title: _____

Title: _____

Schedule "B" to the SESAC Music Performance License for Racetracks

1. FEE SCHEDULE/LICENSE FEE CALCULATION.

The License Fee for each License Fee Period shall equal the sum of the Premises License Fees for each Licensed Premises, and shall be calculated using the most recently submitted License Fee Report. The "Premises License Fee" for a Licensed Premises shall be determined by applying to the Fee Schedule (the most current version of which is set forth below) the Capacity of such Licensed Premises.

Capacity	2017 Annual License Fee
1 – 4,999	\$192
5,000 – 19,999	\$437
20,000 – 39,999	\$878
40,000 – 99,999	\$1,316
100,000 and above	\$1,751

2. LICENSE FEE PAYMENT.

Upon the execution of this Agreement, LICENSEE shall pay the initial License Fee to SESAC which amount shall be prorated (if applicable) to reflect payment for the period from the Effective Date through the end of such License Fee Period. The License Fee for each License Fee Period thereafter shall be submitted to SESAC on or before the commencement of such License Fee Period.

3. REPORTING.

A. Upon the execution of this Agreement, LICENSEE shall provide SESAC with a completed license fee report in the form set forth on Schedule "C" (each, a "License Fee Report"), which is attached hereto and incorporated herein. Said License Fee Report shall identify each Licensed Premises (by name and address) and the Capacity of each such Licensed Premises as of Effective Date. Each such Licensed Premises will be deemed listed on Schedule "A."

B. On or before each December 1 following the Effective Date, LICENSEE shall provide SESAC with an updated License Fee Report identifying each Licensed Premises (by name and address) and the Capacity of each such Licensed Premises as of the preceding November 1; and, upon SESAC's receipt of such License Fee Report, Schedule "A" shall be deemed amended accordingly. Notwithstanding the foregoing, LICENSEE shall not be required under this Paragraph 3.B to submit any License Fee Report which would contain solely the same information as the most recently submitted License Fee Report.

C. All reports under this Agreement shall be submitted by LICENSEE, by electronic means if possible, in Excel or similar format if applicable, to reporting@sesac.com, or by regular mail addressed to:

SESAC
Attn: Licensing Administration
35 Music Square East
Nashville, TN 37203

D. **CERTIFICATION.** LICENSEE represents and warrants that all information which has been, or which will be, provided by LICENSEE pursuant to this Schedule "B" to be complete, true and accurate.

4. DEFINITIONS.

"**Capacity**" means the occupancy of the applicable Licensed Premises permitted by local ordinance, including grandstand seating, standing room, private box rooms, center track, infield spectator areas, buffet areas, picnic areas, camping areas and playgrounds.

SESAC MUSIC PERFORMANCE LICENSE FOR RELIGIOUS FACILITIES

This License Agreement, including any attached and referenced Schedules (the "Agreement"), is made in New York by and between SESAC LLC ("SESAC"), a Delaware limited liability company, with offices at 35 Music Square East, Nashville, TN 37203, and

LICENSEE Information			
			("LICENSEE")
<i>(Legal Entity Name)</i>			
Business Entity(select one): <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other: _____			
<i>(State of Incorporation, if applicable)</i>		<i>(Taxpayer ID #)</i>	
<i>(Street Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
<i>(Telephone #)</i>	<i>(Fax #)</i>	<i>(Email)</i>	
Licensed Location Information			
<input type="checkbox"/> Same as LICENSEE Information			
<i>(Establishment Name)</i>			
<i>(Street Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
<i>(Telephone #)</i>	<i>(Fax #)</i>	<i>(Email)</i>	
<i>(Universal Resource Locator ("URL"))</i>			
Billing Information			
<input type="checkbox"/> Same as LICENSEE Information			
<i>(Street Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
<i>(Telephone #)</i>	<i>(Fax #)</i>	<i>(Email)</i>	

The religious facility for which the above supplied information applies and those areas leased to LICENSEE (e.g., at a convention center or similar facility) where LICENSEE is engaged in the furtherance of its mission are collectively referred to herein as the "Premises."

SESAC and LICENSEE hereby mutually agree as follows:

1. GRANT OF RIGHTS

Effective as of _____ **1, 20** _____ (the "Effective Date"), and subject to the terms and conditions of this Agreement, SESAC grants to LICENSEE the non-exclusive right and license to publicly perform non-dramatic renditions of all of the musical compositions for which SESAC is authorized to license the public performance right (the "Compositions") solely on the Premises.

1. LIMITATIONS OF RIGHTS

A. Except as specifically described in Paragraph 1, above, nothing contained herein shall be construed as permitting LICENSEE to publicly perform, transmit, re-transmit or reproduce any Composition by any means, medium, method, device or process now or hereafter known, or as permitting LICENSEE to grant any such right to others.

B. The rights granted pursuant to Paragraph 1, above, shall exclude "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).

C. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions: (i) which are part of a background music service originating from any location, including the Premises, which performances are authorized by SESAC pursuant to a separate license agreement, regardless of the means by which such performances are transmitted on or to the Premises, and/or (ii) by coin-operated phonorecord players ("jukeboxes"), as defined in 17 U.S.C. § 116.

D. The authorization provided in this Agreement shall be limited to public performances made in the United States of America, its territories, possessions and the Commonwealth of Puerto Rico.

E. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions at Concerts ("Concerts" are musical performances by an entertainer, group or performer, whose primary purpose is entertainment by the performance of music).

2. LICENSE FEE

A. In consideration of the rights granted herein, LICENSEE shall pay to SESAC an annual license fee (each, a "License Fee") for each calendar year during the Term (each, a "License Fee Period") in accordance with Schedule "A," which is attached hereto and incorporated herein.

B. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, upon notice to LICENSEE, to make changes to Schedule "A." In such event, LICENSEE shall have the right to terminate this Agreement as of the date such change(s) are to take effect, provided that LICENSEE gives notice to SESAC of such termination specifically referencing this Paragraph, not later than thirty (30) days after SESAC notifies LICENSEE of such change(s). For the avoidance of doubt, annual rate adjustments made pursuant to Paragraph 3.E below shall not be considered a change to Schedule "A."

C. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, but not the obligation, to verify through independent sources any information required to be reported by LICENSEE pursuant to Schedule "A," and SESAC may adjust the License Fee(s) as may be appropriate based on information obtained from such sources.

D. In the event SESAC is determined by any taxing authority or court 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 to LICENSEE therefor, for any such tax derived from receipts received from LICENSEE.

E. Effective each January 1 following the Effective Date, the rates set forth in the Fee Schedule shall be increased by an amount equal to the percent increase in the Consumer Price Index – All Urban Consumers (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, between the most recent October and the preceding October or five percent (5%), whichever amount is greater.

3. BREACH AND CURE; LATE PAYMENT CHARGE

A. In the event LICENSEE is in default or breach of any provision of this Agreement, including failure to make any payment when due hereunder, and LICENSEE has not cured such default or breach within thirty (30) days following SESAC's notice to LICENSEE thereof, then SESAC shall have the right to terminate this Agreement in addition to pursuing any and all other rights and/or remedies.

B. 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. SESAC shall also have the right to impose a charge of \$35.00 for each dishonored check or other form of payment. In the event SESAC incurs any expenses in connection with the collection of any amounts past due to SESAC hereunder, including but not limited to attorney's fees, LICENSEE shall be responsible for promptly paying such amounts to SESAC.

4. INTENTIONALLY OMITTED

5. TERM OF LICENSE

A. The term of this Agreement shall be for an initial period that commences on the Effective Date and continues for a period of twelve (12) calendar months (the "Initial Period"). Thereafter, this Agreement shall automatically continue in full force and effect for successive additional periods of twelve (12) calendar months (each, a "Renewal Period"). Either party may terminate this Agreement effective as of the last day of the Initial Period or as of the last day of any Renewal Period, upon advance notice to the other party specifically referencing this Paragraph at least thirty (30) days prior to the commencement of the upcoming Renewal Period. The Initial Period and any Renewal Period(s) shall be 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 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' notice to LICENSEE 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 results in substantial interference in SESAC's operation or a substantial increase in the cost of conducting its business.

6. MISCELLANEOUS

A. 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 subject matter hereof. If any part of this Agreement is determined 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.

B. SESAC shall have the right, upon notice to LICENSEE, to withdraw from the scope of this Agreement the right to publicly perform any Composition (or collection of Compositions) 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 (or collection of Compositions).

C. This Agreement shall not be assignable by LICENSEE without SESAC's prior written permission. Subject to the preceding sentence, this Agreement shall be binding upon and inure to the benefit of SESAC's and LICENSEE's successors and assigns, but no assignment shall relieve SESAC or LICENSEE of its respective obligations under this Agreement. LICENSEE shall notify SESAC within thirty (30) days of any change of ownership or control of LICENSEE's operations.

D. This Agreement shall not be valid until executed by an authorized signatory of SESAC. This Agreement has been read and is understood by both parties and contains their entire understanding with regard to the subject matter hereof. No waiver, addition or modification shall be valid unless in writing, executed with the same formality as this Agreement.

All notices required or permitted herein shall be in writing and deemed given to the other party hereto when sent to an address for such party set forth in this Agreement or such other address as such party may designate by written notice.

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

_____ (please insert today's date)

LICENSEE

SESAC

By: _____
(Signature)

By: _____
(Signature)

(Type or Print Name)

(Type or Print Name)

Title: _____

Title: _____

Schedule "A" to the SESAC Music Performance License for Religious Facilities

1. FEE SCHEDULE/LICENSE FEE CALCULATION.

The License Fee for each License Fee Period shall: (i) equal the Base License Fee plus any Web Site License Fee for the Premises, (ii) be based on the number of Regular Members/Attendees of the Premises reported on the most recently submitted License Fee Report and (iii) calculated using the Fee Schedule (the current version of which is set forth below):

2017 Fee Schedule

<u>Regular Members/Attendees</u>	<u>Base License Fee</u>	<u>Web Site License Fee</u>
Under 250	\$91	\$44
250 – 1,000	\$180	\$63
1,001 - 2,500	\$271	\$91
2,501 - 10,000	\$378	\$117
Over 10,000	\$492	\$171

Payment of the "Web Site License Fee" shall deem included in Paragraph 1 above (the "Grant of Rights") public performances of the Compositions via: (i) transmissions through the web site with the principal Universal Resource Locator ("URL") set forth in the License Fee Report and for which the primary purpose is to further the mission of the Premises; and (ii) transmissions through the Intranet of the Premises. The Grant of Rights shall not include public performances of the Compositions in connection with any web site from which revenue is generated, directly or indirectly, from the transmission of content containing musical works including by way of access charges (e.g., pay per view or subscription fees) or the display or transmission of third party advertising, sponsorship or other promotional materials. This authorization is only available for those License Fee Periods for which LICENSEE also pays a Base License Fee.

2. LICENSE FEE PAYMENT.

Upon the execution of this Agreement, LICENSEE shall pay the initial License Fee to SESAC which amount shall be prorated (if applicable) to reflect payment for the period from the Effective Date through the end of such License Fee Period. The License Fee for each License Fee Period thereafter shall be submitted to SESAC on or before the commencement of such License Fee Period.

3. REPORTING.

A. Upon the execution of this Agreement, LICENSEE shall provide SESAC with a completed license fee report in the form set forth on Schedule "B" (each, a "License Fee Report"), which is attached hereto and incorporated herein, which License Fee Report shall identify number of Regular Members/Attendees in connection with the Premises and the primary URL of any web site that LICENSEE wishes included in the Grant of Rights.

B. On or before each December 1 following the Effective Date, LICENSEE shall provide SESAC with an updated License Fee Report identifying number of Regular Members/Attendees in connection with the Premises and the primary URL of any web site that LICENSEE wishes included in the Grant of Rights; provided, however, LICENSEE shall not be required under this Paragraph 3.B to submit any License Fee Report which would contain solely the same information as the most recently submitted License Fee Report.

C. All reports under this Agreement shall be submitted by LICENSEE, by electronic means if possible, in Excel or similar format if applicable, to reporting@sesac.com, or by regular mail addressed to:

SESAC
35 Music Square East
Nashville, TN 37203

D. **CERTIFICATION.** LICENSEE represents and warrants that all information which has been, or which will be, provided by LICENSEE pursuant to this Schedule "A" to be complete, true and accurate.

4. DEFINITIONS.

“Report Members/Attendees” means the average number of individuals who have attended worship services at the Premises during the six (6) month period commencing seven (7) months prior to the date that the applicable License Fee Report is due.

**Schedule "B" to the SESAC Music Performance License for Religious Facilities
License Fee Report Form**

<u>Report Date</u>	<u>Number of Regular Attendees/Members</u>	<u>Primary Web Site URL</u>

2. LIMITATIONS OF RIGHTS

- A. Except as specifically described in Paragraph 1, above, nothing contained herein shall be construed as permitting LICENSEE to publicly perform, transmit, re-transmit or reproduce any Composition by any means, medium, method, device or process now or hereafter known, or as permitting LICENSEE to grant any such right to others.
- B. The rights granted pursuant to Paragraph 1, above, shall exclude "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).
- C. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions which performances are authorized by SESAC pursuant to a separate license agreement or pursuant to a statutory license.
- D. The authorization provided in this Agreement shall be limited to public performances made in the United States of America, its territories, possessions and the Commonwealth of Puerto Rico.
- E. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions by means of Enhanced Mechanical Music (as defined below).
- F. In the event that, at any point during the Term, the Average Admission Charge for any Licensed Premises exceeds Fifty Dollars (\$50.00), then, as of the date such event occurs: (i) LICENSEE shall notify SESAC within thirty (30) days thereof, including the date such event occurs; and (ii) this Agreement shall automatically terminate with respect to such Licensed Premises. "Average Admission Charge" means the average Admission Charge for each day the applicable Licensed Premises is open for business during the preceding three (3) calendar months. "Admission Charge" means the highest admission charge or similar payment required on a particular calendar day in order for a person to enter or remain in the applicable Licensed Premises or to receive a premium service at such Licensed Premises, including, without limitation, any admission, cover, minimum (food, drink or otherwise), table, set-up or bottle service charge.

3. LICENSE FEE

- A. In consideration of the rights granted herein, LICENSEE shall pay to SESAC a license fee (each, a "License Fee") for each twelve (12) month period from July 1st through June 30th during the Term (each, a "License Fee Period") in accordance with Schedule "B," which is attached hereto and incorporated herein.
- B. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, upon notice to LICENSEE, to make changes to Schedule "B." In such event, LICENSEE shall have the right to terminate this Agreement as of the date such change(s) are to take effect, provided that LICENSEE gives notice to SESAC of such termination specifically referencing this Paragraph, not later than thirty (30) days after SESAC notifies LICENSEE of such change(s). For the avoidance of doubt, annual rate adjustments made pursuant to Paragraph 3.E below shall not be considered a change to Schedule "B."
- C. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, but not the obligation, to verify through independent sources any information required to be reported by LICENSEE pursuant to Schedule "B," and SESAC may adjust the License Fee(s) as may be appropriate based on information obtained from such sources.
- D. In the event SESAC is determined by any taxing authority or court 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 to LICENSEE therefor, for any such tax derived from receipts received from LICENSEE.

E. Effective each July 1 following the Effective Date, the rates set forth in the Fee Schedule shall be increased by an amount equal to the percent increase in the Consumer Price Index – All Urban Consumers (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, between the most recent April and the preceding April or five percent (5%), whichever amount is greater.

4. BREACH AND CURE; LATE PAYMENT CHARGE

A. In the event LICENSEE is in default or breach of any provision of this Agreement, including failure to make any payment when due hereunder, and LICENSEE has not cured such default or breach within thirty (30) days following SESAC's notice to LICENSEE thereof, then SESAC shall have the right to terminate this Agreement in addition to pursuing any and all other rights and/or remedies.

B. 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. SESAC shall also have the right to impose a charge of \$35.00 for each dishonored check or other form of payment. In the event SESAC incurs any expenses in connection with the collection of any amounts past due to SESAC hereunder, including but not limited to attorney's fees, LICENSEE shall be responsible for promptly paying such amounts to SESAC.

5. RIGHT OF VERIFICATION

A. LICENSEE agrees to maintain all necessary information in its books and records to allow SESAC to verify LICENSEE's reports, payments, statements and computations required by this Agreement. SESAC shall have the right, on at least ten (10) days prior written notice, to examine LICENSEE's books and records during customary business hours to such extent as may be necessary to verify any and all reports, payments, statements and computations made or required hereunder. In connection with such an examination, LICENSEE agrees to furnish all pertinent books and records, including electronic records in industry standard format, to SESAC's authorized representatives. Such books and records shall be kept by LICENSEE for at least three (3) years following any termination of this Agreement.

B. In the event an examination reveals that LICENSEE has underpaid any License Fee due SESAC, LICENSEE shall submit the additional amount due within forty-five (45) days from SESAC's written request for such payment. Should such an examination reveal that LICENSEE has underpaid SESAC any License Fee by five percent (5%) or more, LICENSEE shall pay the reasonable costs and expenses of the examination, including travel expenses.

C. SESAC's rights and LICENSEE's obligations arising from this Paragraph 5 shall survive any termination of this Agreement. SESAC agrees that any non-public information discovered by SESAC as part of any examination instituted under this Paragraph 5 shall be treated as confidential and shall not be disclosed to any third party (other than SESAC's attorneys, accountants and other professional advisors) without LICENSEE's prior written consent, except as may be required by law. SESAC's exercise of any rights under this provision shall not prejudice any of SESAC's other rights or remedies, including the right to dispute any amounts owed to SESAC under this Agreement.

6. TERM OF LICENSE

A. The term of this Agreement shall be for an initial period that commences on the Effective Date and continues for a period of twelve (12) calendar months (the "Initial Period"). Thereafter, this Agreement shall automatically continue in full force and effect for successive additional periods of twelve (12) calendar months (each, a "Renewal Period"). Either party may terminate this Agreement effective as of the last day of the Initial Period or as of the last day of any Renewal Period, upon advance notice to the other party specifically referencing this Paragraph at least thirty (30) days prior to the commencement of the upcoming Renewal Period. The Initial Period and any Renewal Period(s) shall be 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 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' notice to LICENSEE 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 results in substantial interference in SESAC's operation or a substantial increase in the cost of conducting its business.

7. MISCELLANEOUS

A. 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 subject matter hereof. If any part of this Agreement is determined 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.

B. SESAC shall have the right, upon notice to LICENSEE, to withdraw from the scope of this Agreement the right to publicly perform any Composition (or collection of Compositions) 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 (or collection of Compositions).

C. This Agreement shall not be assignable by LICENSEE without SESAC's prior written permission. Subject to the preceding sentence, this Agreement shall be binding upon and inure to the benefit of SESAC's and LICENSEE's successors and assigns, but no assignment shall relieve SESAC or LICENSEE of its respective obligations under this Agreement. LICENSEE shall notify SESAC within thirty (30) days of any change of ownership or control of LICENSEE's operations.

D. This Agreement shall not be valid until executed by an authorized signatory of SESAC. This Agreement has been read and is understood by both parties and contains their entire understanding with regard to the subject matter hereof. No waiver, addition or modification shall be valid unless in writing, executed with the same formality as this Agreement.

E. All notices required or permitted herein shall be in writing and deemed given to the other party hereto when sent to an address for such party set forth in this Agreement or such other address as such party may designate by written notice.

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

(please insert today's date)

LICENSEE

SESAC

By: _____
(Signature)

By: _____
(Signature)

(Type or Print Name)

(Type or Print Name)

Title: _____

Title: _____

SCHEDULE "B" TO THE SESAC MUSIC PERFORMANCE LICENSE FOR RESTAURANT GROUPS REPORTING 25 OR MORE LOCATIONS

1. LICENSE FEE CALCULATION.

A. For each License Fee Period, the License Fee shall equal the sum of the Premises License Fees for each Licensed Premises, which shall be calculated using the most recently submitted License Fee Report therefor. The "Premises License Fee" for a Licensed Premises shall equal the sum of the Base License Fee for such Licensed Premises plus the Web Site License Fee (if applicable) for such Licensed Premises. The "Base License Fee" for a Licensed Premises shall be the sum of any applicable Mechanical Music License Fee, Live Music License Fee and Coin-Operated Phonorecord Player License Fee(s) for such Licensed Premises.

2. FEE SCHEDULE FOR THE PERIOD FROM JULY 1, 2017 THROUGH JUNE 30, 2018

A. Mechanical Music -- \$202 per Licensed Premises

Please contact SESAC for the appropriate license agreement in the event that you need authorization for Enhanced Mechanical Music (see definition below).

B. Live Music

"Capacity"	1-2 Days	3-4 Days	5-7 Days
1-100	\$406	\$668	\$1,037
101-200	\$529	\$832	\$1,446
201-300	\$691	\$1,086	\$1,939
301-400	\$870	\$1,335	\$2,515
401-500	\$1,037	\$1,640	\$3,075
501-600	\$1,382	\$2,080	\$3,781
601-750	\$1,727	\$2,539	\$4,471
751 & over	\$2,080	\$3,057	\$5,211

C. Coin-Operated Phonorecord Players -- \$246 per Coin-Operated Phonorecord Player

D. Web Sites -- \$95.00 per Web Site

3. DEFINITIONS.

A. Payment of the "**Mechanical Music License Fee**" authorizes public performances of the Compositions on the applicable Licensed Premises via a mechanical device, including performances made via broadcast radio (whether such broadcast consists of a live or recorded performance), compact discs, iPods or similar devices, televisions, DVDs, karaoke systems and music-on-hold telephone systems, for which SESAC performance license fees are not otherwise paid.

B. Payment of the "**Coin-Operated Phonorecord Player License Fee**" authorizes public performances of the Compositions on the applicable Licensed Premises by "coin-operated phonorecord players" as defined in 17 U.S.C. § 116. In the event LICENSEE pays license fees for any such device located on the applicable Licensed Premises to the Jukebox Licensing Office (the "JLO") for a particular period, then LICENSEE shall not be required to pay License Fees under this Agreement for such Coin-Operated Phonorecord Player for such period. For the avoidance of doubt, public performances via any device which does not fall within the definition of "coin-operated phonorecord players" as set forth in 17 U.S.C. § 116 shall be deemed Mechanical Music.

C. Payment of the "**Live Music License Fee**" authorizes live musical performances of the Compositions by performers located on the applicable Licensed Premises. If Live Music is performed on a Licensed Premises, but less than an average of one (1) day per week during the applicable period, then the Live Music License Fee shall be calculated using the 1-2 Day category for such period.

D. Payment of the “**Web Site License Fee**” for a Licensed Premises shall deem included in Paragraph 1 above (the “Grant of Rights”) public performances of the Compositions via: (i) transmissions through the web site with the principal Universal Resource Locator (“URL”) set forth in the License Fee Report for such Licensed Premises and for which the primary purpose is to promote business at the Licensed Premises; and (ii) transmissions through the Intranet of the Licensed Premises. The Grant of Rights shall not include public performances of the Compositions in connection with any web site from which revenue is generated, directly or indirectly, from the transmission of content containing musical works including by way of access charges (e.g., pay per view or subscription fees) or the display or transmission of third party advertising, sponsorship or other promotional materials. This authorization is only available for those License Fee Periods for which LICENSEE also pays a Base License Fee for such Licensed Premises.

E. “**Capacity**” shall mean the maximum capacity of the applicable Licensed Premises as permitted by local ordinance.

F. “**Enhanced Mechanical Music**” shall mean performances of Mechanical Music in a location at which: (i) an admission fee or similar charge is levied or (ii) a dance floor/space is available.

G. “**Initial Reporting Period**” means the twelve (12) month period beginning thirteen (13) months prior to the Effective Date (or, for locations added to Schedule "A" following the Effective Date, the twelve (12) month period beginning thirteen (13) months prior to the date that the updated Licensed Fee Report is due); provided, however, that, in either case, if the applicable Licensed Premises has been operational for less than the entire Initial Reporting Period, LICENSEE’s good faith estimation of Mechanical and Live Music usage for the then current License Fee Period shall be used.

4. LICENSE FEE PAYMENT.

A. Upon the execution of this Agreement, LICENSEE shall make an initial License Fee payment equal to the License Fee for the initial License Fee Period, prorated (if applicable) to reflect payment for the period from the Effective Date through the end of the initial billing period (as set forth in Paragraph 4.B, below) during the Term.

B. Subject to Paragraph 5.B below, LICENSEE shall make subsequent License Fee payments equal to the License Fee for the License Fee Period concerned, prorated (if applicable) to reflect the billing period concerned (as selected below – if no selection is made, Paragraph 4.B.(a) shall apply), as follows:

_____ (a) annually in one (1) payment, on or before July 1 of a particular calendar year, for the billing period of July 1 of such year through June 30 of the following calendar year; or

_____ (b) semi-annually in two (2) equal installments on or before July 1 of a particular calendar year, for the billing period of July 1 through December 31 of such year; and on or before January 1 of the following calendar year, for the billing period of January 1 through June 30 of such year.

5. REPORTING.

A. **Initial Report.** Upon the execution of this Agreement, LICENSEE shall provide SESAC with a completed license fee report in the form attached hereto as Schedule “C,” which is incorporated herein (each, a “License Fee Report”) for each Licensed Premises as of the Effective Date.

- (i) The initial License Fee Report for each Licensed Premises shall identify the following as of the Effective Date:
 - (a) The name/address of such Licensed Premises;
 - (b) The Capacity of such Licensed Premises;
 - (c) The Establishment Web Site (if any); and
 - (d) The number of Coin-Operated Phonorecord Player(s) (if any).

- (ii) In addition, each initial License Fee Report shall indicate whether the applicable Licensed Premises has:
 - (a) during the Initial Reporting Period (as defined above), used Mechanical Music;
 - (b) during the Initial Reporting Period, used Live Music (and, if so, the average number of days per week);

B. Subsequent Reports.

- (i) In the event that LICENSEE wishes to add a location to Schedule "A," LICENSEE shall submit a License Fee Report for such location setting forth the information identified in Paragraph 4.A with respect thereto (provided that the information set forth in Paragraph 4.(A) (b)-(d) shall be provided as of the first day of the month prior to the month in which such updated License Fee Report is submitted). In the event that LICENSEE wishes to remove a location from Schedule "A," LICENSEE shall provide thirty (30) days written notice to SESAC.
- (ii) In the event that, for any Licensed Premises, any of the items set forth in Paragraph 4.A(i)(b) - (d) changes at any time during the Term, LICENSEE shall provide to SESAC a revised License Fee Report for such Licensed Premises within thirty (30) days of the date of such change.
- (iii) In the event that, for any Licensed Premises, public performances of Mechanical Music or Live Music begin to occur during the Term, the following shall apply:
 - (a) LICENSEE shall provide to SESAC a revised License Fee Report for such Licensed Premises within sixty (60) days of the date of such change; and
 - (b) In the case of Live Music, such revised License Fee Report shall indicate the average number of days per week during the thirty (30) day period following the date that such public performances began to occur.
- (iv) In the event that, for any Licensed Premises, for a period of sixty (60) days during the Term: (1) public performances of Mechanical Music or Live Music cease to occur or (2) the average number of days of Live Music per week changes, then LICENSEE shall provide to SESAC a revised License Fee Report for such Licensed Premises within thirty (30) days of the end of such sixty (60) day period.
- (v) In the event of a change under this Paragraph 5.B, for purposes of future payments due under this Agreement, the License Fee shall be adjusted effective as of the first (1st) day of the month following SESAC's receipt of the applicable updated License Fee Report.
- (vi) Notwithstanding anything to the contrary set forth in this Paragraph 5.B, no more than three (3) License Fee adjustments under this Paragraph shall be made per calendar year.

C. All reports under this Agreement shall be submitted by LICENSEE, by electronic means if possible, in Excel or similar format if applicable, to reporting@sesac.com, or by regular mail addressed to:

SESAC
35 Music Square East
Nashville, TN 37203

D. **CERTIFICATION.** LICENSEE represents and warrants that all information which has been, or which will be, provided by LICENSEE pursuant to this Schedule "B" to be complete, true and accurate.

E. In the event that LICENSEE reports fewer than twenty five (25) locations, LICENSEE shall instead pay an annual fee per location equal to the rates under the then current Fee Schedule of the SESAC Performance License for Restaurants, Nightclubs and Taverns.

**SCHEDULE "C" TO THE
SESAC MUSIC PERFORMANCE LICENSE
FOR RESTAURANT GROUPS REPORTING 25 OR MORE LOCATIONS
License Fee Report Form**

A.	Name and Address	
B.	Capacity	
C.	Average Days of Live Music	
D.	Mechanical Music?	
E.	Is all Mechanical Music provided by a background music company?	
F.	If yes to Line E, name of background music company used by the Premises?	
G.	Address of background music company?	
H.	Phone number of background music company	
I.	Coin-Operated Phonorecord Player (jukebox)?	
J.	If Coin-Operated Phonorecord Player is provided by an operator licensed through the JLO, name of jukebox operator	
K.	Address of jukebox operator	
L.	If yes to Line J, JLO certificate number	
M.	Establishment Website URL (if applicable)	
N.	Mechanical Music License Fee	
O.	Live Music License Fee	
P.	Web Site License Fee	
Q.	Coin-Operated Phonorecord Player License Fee	
R.	Total Annual License Fee (Line N + Line O + Line P + Line Q)	
S.	If the License Fee Report is submitted for less than an entire calendar year, multiply line R by a fraction, the numerator is the number of months remaining in the calendar year and the denominator is 12	

SCHEDULE "C"
Fee Schedule for LIMITED LIVE RESTAURANTS, NIGHTCLUBS and TAVERNS
July 1, 2017 through June 30, 2018

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

II. FEE SCHEDULE/LICENSE FEE.

A. As used herein, a "Limited Live Establishment" shall mean a Premise that offers Live Music on **five or fewer days** during the period July 1 through the following June 30 (the "Year").

B. For each Year or part thereof of the Agreement that the Premise is a Limited Live Establishment, the Live Music portion of the License Fee shall be \$197.00, subject to any increase that occurs pursuant to Paragraph 3.E of the Agreement. All other Music Usage, if any, shall be calculated in accordance with Schedule "A."

C. Upon execution of this agreement and not later than April 15 of each Year of the Term, LICENSEE shall provide SESAC with a listing of the days that LICENSEE will offer Live Music during the following Year. If LICENSEE fails to submit this listing, this Schedule shall no longer be in effect and the weekly music usage policy for the Premises shall be calculated at the appropriate rate for 1-2 Days Live Music pursuant to Schedule "A." SESAC reserves the right to verify this information by independent means and make appropriate adjustments.

Indicate the days that live music will be used during the year July 1, 2017 – June 30, 2018:

D. 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 this Fee Schedule. In the event that LICENSEE's License Fee increases as a result of such adjustment to this 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 3.E of the Agreement.

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

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

SCHEDULE "D"
Fee Schedule for SEASONAL RESTAURANTS, NIGHTCLUBS and TAVERNS

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

II. FEE SCHEDULE/LICENSE FEE.

A. As used herein, "Month" shall mean each calendar month or part thereof that Live and/or Mechanical Music is performed at the Premises.

B. As used herein, a "Seasonal Establishment" shall mean a Premise that uses Live and/or Mechanical Music during five or fewer consecutive Months.

C. For each year of the Agreement that the Premise is a "Seasonal Establishment," the License Fee for Live Music and/or Mechanical Music shall be reduced by the corresponding "Seasonal Discount" for the number of Months that the Premise uses Live and or Mechanical Music pursuant to the following:

<u>Number of Months</u>	<u>Seasonal Discount</u>
1	60%
2	55%
3	50%
4	45%
5	40%
6 or more	0%

Number of Months that Live Music is used: _____

Circle Months: Jan Feb March April May June July Aug Sept Oct Nov Dec

Number of Months that Mechanical Music is used: _____

Circle Months: Jan Feb March April May June July Aug Sept Oct Nov Dec

D. LICENSEE shall pay the license fee to SESAC upon execution of this Agreement, with license fees due and payable in advance. Subsequent payments shall be made annually in one (1) payment on or before the first day of the month of LICENSEE's seasonal period of each calendar year of the Term.

E. Upon execution of this Agreement, LICENSEE shall provide SESAC with a report detailing the Months that Live and or Mechanical Music is used as of the Effective Date of this Agreement. In the event that the Months Live and or Mechanical Music is used changes from the previous report submitted by LICENSEE, LICENSEE shall submit a revised report detailing the current Number of Months Live and or Mechanical Music is used. License fees will be adjusted appropriately following SESAC's receipt of the revised report. SESAC retains the right to obtain this information through independent sources and make appropriate adjustments to the License Fee.

F. 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 3.E of the Agreement.

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

SESAC MUSIC PERFORMANCE LICENSE FOR RESTAURANTS, NIGHTCLUBS and TAVERNS

This License Agreement, including any attached and referenced Schedules (the "Agreement"), is made in New York by and between SESAC LLC ("SESAC"), a Delaware limited liability company, with offices at 35 Music Square East, Nashville, TN 37203, and

LICENSEE Information			
("LICENSEE")			
<i>(Legal Entity Name)</i>			
Business Entity(select one): <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other: _____			
<i>(State of Incorporation, if applicable)</i>		<i>(Taxpayer ID #)</i>	
<i>(Street Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
<i>(Telephone #)</i>	<i>(Fax #)</i>	<i>(Email)</i>	
Licensed Location Information			
<input type="checkbox"/> Same as LICENSEE Information			
<i>(Establishment Name)</i>			
<i>(Street Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
<i>(Telephone #)</i>	<i>(Fax #)</i>	<i>(Email)</i>	
<i>(Universal Resource Locator ("URL"))</i>			
Billing Information			
<input type="checkbox"/> Same as LICENSEE Information			
<i>(Street Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
<i>(Telephone #)</i>	<i>(Fax #)</i>	<i>(Email)</i>	

The restaurant, nightclub or tavern with an Average Admission Charge of more than \$50.00 for which the above supplied information applies is referred to herein as the "Premises."

1. GRANT OF RIGHTS

Effective as of _____ **1, 20** ____ (the "Effective Date"), and subject to the terms and conditions of this Agreement, SESAC grants to LICENSEE the non-exclusive right and license to publicly perform non-dramatic renditions of all of the musical compositions for which SESAC is authorized to license the public performance right (the "Compositions") solely on the Premises.

2. LIMITATIONS OF RIGHTS

A. Except as specifically described in Paragraph 1, above, nothing contained herein shall be construed as permitting LICENSEE to publicly perform, transmit, re-transmit or reproduce any Composition by any means, medium, method, device or process now or hereafter known, or as permitting LICENSEE to grant any such right to others.

B. The rights granted pursuant to Paragraph 1, above, shall exclude "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).

C. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions which are part of a background music service originating from any location, including the Premises, which performances are authorized by SESAC pursuant to a separate license agreement, regardless of the means by which such performances are transmitted on or to the Premises.

D. The authorization provided in this Agreement shall be limited to public performances made in the United States of America, its territories, possessions and the Commonwealth of Puerto Rico.

3. LICENSE FEE

A. In consideration of the rights granted herein, LICENSEE shall pay to SESAC a license fee (each, a "License Fee") for each twelve (12) month period from July 1st through June 30th during the Term (each, a "License Fee Period") in accordance with Schedule "A," which is attached hereto and incorporated herein.

B. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, upon notice to LICENSEE, to make changes to Schedule "A." In such event, LICENSEE shall have the right to terminate this Agreement as of the date such change(s) are to take effect, provided that LICENSEE gives notice to SESAC of such termination specifically referencing this Paragraph, not later than thirty (30) days after SESAC notifies LICENSEE of such change(s). For the avoidance of doubt, annual rate adjustments made pursuant to Paragraph 3.E below shall not be considered a change to Schedule "A."

C. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, but not the obligation, to verify through independent sources any information required to be reported by LICENSEE pursuant to Schedule "A," and SESAC may adjust the License Fee(s) as may be appropriate based on information obtained from such sources.

D. In the event SESAC is determined by any taxing authority or court 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 to LICENSEE therefor, for any such tax derived from receipts received from LICENSEE.

E. Effective each July 1 following the Effective Date, the Average Admission Charge ranges and the license fee rates set forth in the Fee Schedule shall be increased by an amount equal to the percent increase in the Consumer Price Index – All Urban Consumers (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, between the most recent October and the preceding October or five percent (5%), whichever amount is greater.

4. BREACH AND CURE; LATE PAYMENT CHARGE

A. In the event LICENSEE is in default or breach of any provision of this Agreement, including failure to make any payment when due hereunder, and LICENSEE has not cured such default or breach within thirty (30) days following SESAC's notice to LICENSEE thereof, then SESAC shall have the right to terminate this Agreement in addition to pursuing any and all other rights and/or remedies.

B. 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. SESAC shall also have the right to impose a charge of \$35.00 for each dishonored check or other form of payment. In the event SESAC incurs any expenses in connection with the collection of any amounts past due to SESAC hereunder, including but not limited to attorney's fees, LICENSEE shall be responsible for promptly paying such amounts to SESAC.

5. VERIFICATION

A. LICENSEE agrees to maintain all necessary information in its books and records to allow SESAC to verify LICENSEE's reports, payments, statements and computations required by this Agreement. SESAC shall have the right, on at least ten (10) days prior written notice, to examine LICENSEE's books and records during customary business hours to such extent as may be necessary to verify any and all reports, payments, statements and computations made or required hereunder. In connection with such an examination, LICENSEE agrees to furnish all pertinent books and records, including electronic records in industry standard format, to SESAC's authorized representatives. Such books and records shall be kept by LICENSEE for at least three (3) years following any termination of this Agreement.

B. In the event an examination reveals that LICENSEE has underpaid any License Fee due SESAC, LICENSEE shall submit the additional amount due within forty-five (45) days from SESAC's written request for such payment. Should such an examination reveal that LICENSEE has underpaid SESAC any License Fee by five percent (5%) or more, LICENSEE shall pay the reasonable costs and expenses of the examination, including travel expenses.

C. SESAC's rights and LICENSEE's obligations arising from this Paragraph 5 shall survive any termination of this Agreement. SESAC agrees that any non-public information discovered by SESAC as part of any examination instituted under this Paragraph 5 shall be treated as confidential and shall not be disclosed to any third party (other than SESAC's attorneys, accountants and other professional advisors) without LICENSEE's prior written consent, except as may be required by law. SESAC's exercise of any rights under this provision shall not prejudice any of SESAC's other rights or remedies, including the right to dispute any amounts owed to SESAC under this Agreement.

6. TERM OF LICENSE

A. The term of this Agreement shall be for an initial period that commences on the Effective Date and continues for a period of twelve (12) calendar months (the "Initial Period"). Thereafter, this Agreement shall automatically continue in full force and effect for successive additional periods of twelve (12) calendar months (each, a "Renewal Period"). Either party may terminate this Agreement effective as of the last day of the Initial Period or as of the last day of any Renewal Period, upon advance notice to the other party specifically referencing this Paragraph at least thirty (30) days prior to the commencement of the upcoming Renewal Period. The Initial Period and any Renewal Period(s) shall be 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 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' notice to LICENSEE 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 results in substantial interference in SESAC's operation or a substantial increase in the cost of conducting its business.

7. MISCELLANEOUS

A. 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 subject matter hereof. If any part of this Agreement is determined 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.

B. SESAC shall have the right, upon notice to LICENSEE, to withdraw from the scope of this Agreement the right to publicly perform any Composition (or collection of Compositions) 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 (or collection of Compositions).

C. This Agreement shall not be assignable by LICENSEE without SESAC's prior written permission. Subject to the preceding sentence, this Agreement shall be binding upon and inure to the benefit of SESAC's and LICENSEE's successors and assigns, but no assignment shall relieve SESAC or LICENSEE of its respective obligations under this Agreement. LICENSEE shall notify SESAC within thirty (30) days of any change of ownership or control of LICENSEE's operations.

D. This Agreement shall not be valid until executed by an authorized signatory of SESAC. This Agreement has been read and is understood by both parties and contains their entire understanding with regard to the subject matter hereof. No waiver, addition or modification shall be valid unless in writing, executed with the same formality as this Agreement.

E. All notices required or permitted herein shall be in writing and deemed given to the other party hereto when sent to an address for such party set forth in this Agreement or such other address as such party may designate by written notice.

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

_____.
(please insert today's date)

LICENSEE

By: _____
(Signature)

(Type or Print Name)

Title: _____

SESAC

By: _____
(Signature)

(Type or Print Name)

Title: _____

Schedule “A” to the SESAC Music Performance License for Premier Nightclubs and Taverns

1. FEE SCHEDULE/LICENSE FEE CALCULATION.

For each License Fee Period, the License Fee shall equal the sum of the Base License Fee plus the Web Site License Fee (if applicable) during such License Fee Period. The “Base License Fee” during a License Fee Period shall be determined by applying to the Fee Schedule (the current version of which is set forth below), the Capacity of the Premises, the Average Admission Charge and the number of Days of Music and shall be calculated using the most recently submitted License Fee Report.

Fee Schedule for July 1, 2017 – June 30, 2018

Capacity	\$100 - \$250 Average Admission Charge			Over \$250 Average Admission Charge			Web Site
	<u>1- 2 Days of Music</u>	<u>3 - 4 Days of Music</u>	<u>5 – 7 Days of Music</u>	<u>1- 2 Days of Music</u>	<u>3 - 4 Days of Music</u>	<u>5 - 7 Days of Music</u>	
<u>1 - 100</u>	\$1,046	\$1,406	\$1,915	\$1,308	\$1,757	\$2,393	\$95
<u>101 - 200</u>	\$1,315	\$1,728	\$2,569	\$1,643	\$2,160	\$3,211	\$131
<u>201 - 300</u>	\$1,631	\$2,169	\$2,667	\$2,038	\$2,711	\$3,334	\$189
<u>301 - 400</u>	\$2,070	\$2,708	\$3,542	\$2,586	\$3,383	\$4,426	\$265
<u>401 - 500</u>	\$2,588	\$3,417	\$4,623	\$3,236	\$4,270	\$5,778	\$359
<u>501 - 600</u>	\$3,552	\$4,510	\$6,849	\$4,440	\$5,636	\$8,561	\$478
<u>601 - 750</u>	\$4,513	\$5,626	\$8,287	\$5,641	\$7,033	\$10,357	\$611
<u>751 - 1000</u>	\$5,769	\$7,115	\$10,080	\$7,209	\$8,894	\$12,599	\$762
<u>1001 - 2000</u>	\$7,209	\$8,894	\$12,599	\$9,012	\$11,117	\$15,749	\$952
<u>2001 - 3000</u>	\$9,012	\$11,117	\$15,749	\$11,265	\$13,896	\$19,688	\$1,190
<u>3001 & Over</u>	\$11,265	\$13,896	\$19,688	\$14,082	\$17,370	\$24,610	\$1,487

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

Payment of the “**Web Site License Fee**” shall deem included in Paragraph 1, above (the “Grant of Rights”) public performances of the Compositions by transmissions through the web site with the principal Universal Resource Locator (“URL”) set forth in the License Fee Report and for which the primary purpose is to promote business at the Premises (the “Establishment Web Site”). The Grant of Rights shall not include public performances of the Compositions in connection with any web site from which revenue is generated, directly or indirectly, from the transmission of content containing musical works including by way of access charges (e.g., pay per view or subscription fees) or the display or transmission of third party advertising, sponsorship or other promotional materials. This authorization is only available for those License Fee Periods for which LICENSEE also pays a Base License Fee.

2. LICENSE FEE PAYMENT.

A. Upon the execution of this Agreement, LICENSEE shall make an initial License Fee payment equal to the License Fee for the initial License Fee Period, prorated (if applicable) to reflect payment for the period from the Effective Date through the end of the initial billing period (as set forth in Paragraph 2.B, below) during the Term.

B. Subject to Paragraph 3.D below, LICENSEE shall make subsequent License Fee payments equal to the License Fee for the License Fee Period concerned, prorated (if applicable) to reflect the billing period concerned (as selected below – if no selection is made, Paragraph 2.B.(a) shall apply), as follows:

_____ (a) annually in one (1) payment, on or before July 1 of a particular calendar year, for the billing period of July 1 of such year through June 30 of the following calendar year; or

_____ (b) semi-annually in two (2) equal installments on or before July 1 of a particular calendar year, for the billing period of July 1 through December 31 of such year; and on or before January 1 of the following calendar year, for the billing period of January 1 through June 30 of such year.

C. **Seasonal Rate.** If music is performed on the Premises during five (5) or fewer consecutive months, LICENSEE may be eligible for a seasonal rate. Please contact SESAC for additional information.

3. REPORTING.

A. Upon the execution of this Agreement, LICENSEE shall provide to SESAC a report in the form set forth on Schedule "B" (each, a "License Fee Report"), which is attached hereto and incorporated herein.

(i) The initial License Fee Report shall contain the following information as of the Effective Date:

(a) The Capacity of the Premises; and

(b) The primary URL of the Establishment Web Site (if applicable).

(ii) In addition, the initial License Fee Report shall include the following for the Initial Reporting Period:

(a) The Average Admission Charge; and

(b) Days of Music.

B. In the event that any of the items set forth in Paragraph 3.A(i) change at any time during the Term, LICENSEE shall provide to SESAC a revised License Fee Report within thirty (30) days of the date of such change

C. In the event that, for a period of sixty (60) days the Average Admission Charge or the Days of Music changes, LICENSEE shall submit an revised License Fee Report within thirty (30) days of the end of such sixty (60) day period.

D. In the event of a change under this Paragraph 3 for purposes of future payments due under this Agreement, the License Fee shall be adjusted effective as of the first (1st) day of the month following SESAC's receipt of the applicable updated License Fee Report.

E. All reports under this Agreement shall be submitted by LICENSEE, by electronic means if possible, in Excel or similar format if applicable, to reporting@sesac.com, or by regular mail addressed to:

SESAC
35 Music Square East
Nashville, TN 37203

4. **CERTIFICATION.** LICENSEE represents and warrants that all information which has been, or which will be, provided by LICENSEE pursuant to this Schedule "A" to be complete, true and accurate.

5. DEFINITIONS.

A. "Average Admission Charge" means the average Admission Charge for each day the Premises is open for business during the applicable period.

B. "Admission Charge" means the highest admission charge or similar payment required on a particular calendar day in order for a person to enter or remain in the Premises or to receive a premium service at the Premises, including, without limitation, any admission, cover, minimum (food, drink or otherwise), table, set-up or bottle service charge.

C. "Capacity" means the maximum capacity of the Premises as permitted by local ordinance.

D. "Days of Music" means the average number of days per week that music is performed on the Premises, whether by live, mechanical or other means.

E. "Initial Reporting Period" means, for purposes of determining Average Admission Charge, the three (3) calendar month period beginning four (4) calendar months prior to the Effective Date; and, for purposes of determining Days of Music, the twelve (12) calendar month period beginning thirteen (13) calendar months prior to the Effective Date. In either event, if the Premises has been operational for less than the entire Initial Reporting Period, LICENSEE's good faith estimation of the Average Admission Charge and Days of Music shall be used.

SESAC MUSIC PERFORMANCE LICENSE FOR RESTAURANTS, NIGHTCLUBS and TAVERNS

This License Agreement, including any attached and referenced Schedules (the "Agreement"), is made in New York by and between SESAC LLC ("SESAC"), a Delaware limited liability company, with offices at 35 Music Square East, Nashville, TN 37203, and

LICENSEE Information			
("LICENSEE")			
<i>(Legal Entity Name)</i>			
Business Entity(select one): <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other: _____			
<i>(State of Incorporation, if applicable)</i>		<i>(Taxpayer ID #)</i>	
<i>(Street Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
<i>(Telephone #)</i>	<i>(Fax #)</i>	<i>(Email)</i>	
Licensed Location Information			
<input type="checkbox"/> Same as LICENSEE Information			
<i>(Establishment Name)</i>			
<i>(Street Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
<i>(Telephone #)</i>	<i>(Fax #)</i>	<i>(Email)</i>	
<i>(Universal Resource Locator ("URL"))</i>			
Billing Information			
<input type="checkbox"/> Same as LICENSEE Information			
<i>(Street Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
<i>(Telephone #)</i>	<i>(Fax #)</i>	<i>(Email)</i>	

The restaurant, nightclub or tavern for which the above supplied information applies is referred to herein as the "Premises."

1. GRANT OF RIGHTS

Effective as of _____ **1, 20**____ (the "Effective Date"), and subject to the terms and conditions of this Agreement, SESAC grants to LICENSEE the non-exclusive right and license to publicly perform non-dramatic renditions of all of the musical compositions for which SESAC is authorized to license the public performance right (the "Compositions") solely on the Premises.

2. LIMITATIONS OF RIGHTS

- A. Except as specifically described in Paragraph 1, above, nothing contained herein shall be construed as permitting LICENSEE to publicly perform, transmit, re-transmit or reproduce any Composition by any means, medium, method, device or process now or hereafter known, or as permitting LICENSEE to grant any such right to others.
- B. The rights granted pursuant to Paragraph 1, above, shall exclude "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).
- C. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions which performances are authorized by SESAC pursuant to a separate license agreement.
- D. The authorization provided in this Agreement shall be limited to public performances made in the United States of America, its territories, possessions and the Commonwealth of Puerto Rico.
- E. In the event that, at any point during the Term: (i) the Average Admission Charge exceeds One Hundred Dollars (\$100.00) or (ii) the Annual Membership Fee exceeds One Thousand Dollars (\$1,000.00), then, as of the date such event occurs: (x) LICENSEE shall notify SESAC within thirty (30) days thereof, including the date such event occurs; and (y) this Agreement shall automatically terminate. "Average Admission Charge" means the average Admission Charge for each day the Premises is open for business during the preceding three (3) calendar months. "Admission Charge" means the highest payment amount required on a particular calendar day in order for a person to enter or remain in the Premises or to receive a premium service at the Premises, including, without limitation, any admission, cover, minimum (food, drink or otherwise), table, set-up, bottle service or similar charge. "Annual Membership Fee" means the highest payment required to enter the Premises during a particular twelve (12) calendar month period, provided that, if LICENSEE charges membership fees on a basis of less or more than twelve (12) calendar month periods, then such amount shall be annualized to represent a twelve (12) calendar month period.

3. LICENSE FEE

- A. In consideration of the rights granted herein, LICENSEE shall pay to SESAC a license fee (each, a "License Fee") for each twelve (12) month period from July 1st through June 30th during the Term (each, a "License Fee Period") in accordance with Schedule "A," which is attached hereto and incorporated herein.
- B. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, upon notice to LICENSEE, to make changes to Schedule "A." In such event, LICENSEE shall have the right to terminate this Agreement as of the date such change(s) are to take effect, provided that LICENSEE gives notice to SESAC of such termination specifically referencing this Paragraph, not later than thirty (30) days after SESAC notifies LICENSEE of such change(s). For the avoidance of doubt, annual rate adjustments made pursuant to Paragraph 3.E below shall not be considered a change to Schedule "A."
- C. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, but not the obligation, to verify through independent sources any information required to be reported by LICENSEE pursuant to Schedule "A," and SESAC may adjust the License Fee(s) as may be appropriate based on information obtained from such sources.
- D. In the event SESAC is determined by any taxing authority or court 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 to LICENSEE therefor, for any such tax derived from receipts received from LICENSEE.

E. Effective each July 1 following the Effective Date, the rates set forth in the Fee Schedule shall be increased by an amount equal to the percent increase in the Consumer Price Index – All Urban Consumers (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, between the most recent October and the preceding October or five percent (5%), whichever amount is greater.

4. BREACH AND CURE; LATE PAYMENT CHARGE

A. In the event LICENSEE is in default or breach of any provision of this Agreement, including failure to make any payment when due hereunder, and LICENSEE has not cured such default or breach within thirty (30) days following SESAC's notice to LICENSEE thereof, then SESAC shall have the right to terminate this Agreement in addition to pursuing any and all other rights and/or remedies.

B. 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. SESAC shall also have the right to impose a charge of \$35.00 for each dishonored check or other form of payment. In the event SESAC incurs any expenses in connection with the collection of any amounts past due to SESAC hereunder, including but not limited to attorney's fees, LICENSEE shall be responsible for promptly paying such amounts to SESAC.

5. VERIFICATION

A. LICENSEE agrees to maintain all necessary information in its books and records to allow SESAC to verify LICENSEE's reports, payments, statements and computations required by this Agreement. SESAC shall have the right, on at least ten (10) days prior written notice, to examine LICENSEE's books and records during customary business hours to such extent as may be necessary to verify any and all reports, payments, statements and computations made or required hereunder. In connection with such an examination, LICENSEE agrees to furnish all pertinent books and records, including electronic records in industry standard format, to SESAC's authorized representatives. Such books and records shall be kept by LICENSEE for at least three (3) years following any termination of this Agreement.

B. In the event an examination reveals that LICENSEE has underpaid any License Fee due SESAC, LICENSEE shall submit the additional amount due within forty-five (45) days from SESAC's written request for such payment. Should such an examination reveal that LICENSEE has underpaid SESAC any License Fee by five percent (5%) or more, LICENSEE shall pay the reasonable costs and expenses of the examination, including travel expenses.

C. SESAC's rights and LICENSEE's obligations arising from this Paragraph 5 shall survive any termination of this Agreement. SESAC agrees that any non-public information discovered by SESAC as part of any examination instituted under this Paragraph 5 shall be treated as confidential and shall not be disclosed to any third party (other than SESAC's attorneys, accountants and other professional advisors) without LICENSEE's prior written consent, except as may be required by law. SESAC's exercise of any rights under this provision shall not prejudice any of SESAC's other rights or remedies, including the right to dispute any amounts owed to SESAC under this Agreement.

6. TERM OF LICENSE

A. The term of this Agreement shall be for an initial period that commences on the Effective Date and continues for a period of twelve (12) calendar months (the "Initial Period"). Thereafter, this Agreement shall automatically continue in full force and effect for successive additional periods of twelve (12) calendar months (each, a "Renewal Period"). Either party may terminate this Agreement effective as of the last day of the Initial Period or as of the last day of any Renewal Period, upon advance notice to the other party specifically referencing this Paragraph at least thirty (30) days prior to the commencement of the upcoming Renewal Period. The Initial Period and any Renewal Period(s) shall be 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 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' notice to LICENSEE 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 results in substantial interference in SESAC's operation or a substantial increase in the cost of conducting its business.

7. MISCELLANEOUS

A. 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 subject matter hereof. If any part of this Agreement is determined 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.

B. SESAC shall have the right, upon notice to LICENSEE, to withdraw from the scope of this Agreement the right to publicly perform any Composition (or collection of Compositions) 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 (or collection of Compositions).

C. This Agreement shall not be assignable by LICENSEE without SESAC's prior written permission. Subject to the preceding sentence, this Agreement shall be binding upon and inure to the benefit of SESAC's and LICENSEE's successors and assigns, but no assignment shall relieve SESAC or LICENSEE of its respective obligations under this Agreement. LICENSEE shall notify SESAC within thirty (30) days of any change of ownership or control of LICENSEE's operations.

D. This Agreement shall not be valid until executed by an authorized signatory of SESAC. This Agreement has been read and is understood by both parties and contains their entire understanding with regard to the subject matter hereof. No waiver, addition or modification shall be valid unless in writing, executed with the same formality as this Agreement.

E. All notices required or permitted herein shall be in writing and deemed given to the other party hereto when sent to an address for such party set forth in this Agreement or such other address as such party may designate by written notice.

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

_____.
(please insert today's date)

LICENSEE

SESAC

By: _____
(Signature)

By: _____
(Signature)

(Type or Print Name)

(Type or Print Name)

Title: _____

Title: _____

Schedule "A" to the SESAC Music Performance License for Restaurants, Nightclubs and Taverns

1. LICENSE FEE CALCULATION.

A. For each License Fee Period, the License Fee shall equal the sum of the Base License Fee plus the Web Site License Fee (if applicable) during such License Fee Period. The "Base License Fee" during a License Fee Period shall be the sum of any applicable Mechanical Music License Fee, Live Music License Fee and Coin-Operated Phonorecord Player License Fee(s) during such License Fee Period.

B. Subject to Paragraph 4.B, below, the License Fee for each License Fee Period shall be based on the information contained in the initial License Fee Report (as defined below).

2. LICENSE FEE SCHEDULE.

Fee Schedule for July 1, 2017 – June 30, 2018

"Capacity"	"Mechanical Music"		"Live Music"			"Web Site"	"Coin-Operated Phonorecord Player"
	"Standard"	"Enhanced"	1-2 Days	3-4 Days	5-7 Days		
1-100	\$334	\$420	\$480	\$789	\$1,227	\$102	\$277 per "Coin-Operated Phonorecord Player" (fee payable only for devices meeting the definition below).
101-200	\$382	\$500	\$630	\$987	\$1,709	\$141	
201-300	\$436	\$586	\$818	\$1,280	\$2,296	\$204	
301-400	\$539	\$750	\$1,029	\$1,579	\$2,977	\$285	
401-500	\$736	\$999	\$1,227	\$1,939	\$3,637	\$386	
501-600	\$988	\$1,419	\$1,637	\$2,459	\$4,472	\$513	
601-750	\$1,235	\$1,835	\$2,044	\$3,004	\$5,291	\$657	
751 & over	\$1,518	\$2,502	\$2,459	\$3,617	\$6,168	\$819	

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

A. Payment of the "**Mechanical Music License Fee**" authorizes public performances of the Compositions on the Premises via a mechanical device, including performances made via broadcast radio (whether such broadcast consists of a live or recorded performance), compact discs, iPods or similar devices, televisions, DVDs, karaoke systems and music-on-hold telephone systems, for which SESAC performance license fees are not otherwise paid. Mechanical Music shall be deemed "**Enhanced**" in the event there is: (i) an admission fee or similar charge to enter the Premises and/or (ii) a dance floor/space available on the Premises.

B. Payment of the "**Coin-Operated Phonorecord Player License Fee**" authorizes public performances of the Compositions on the Premises by "coin-operated phonorecord players" as defined in 17 U.S.C. § 116. In the event LICENSEE pays license fees for any such device located on the Premises to the Jukebox Licensing Office (the "JLO") for a particular period, then LICENSEE shall not be required to pay License Fees under this Agreement for such Coin-Operated Phonorecord Player for such period. For the avoidance of doubt, public performances via any device which does not fall within the definition of "coin-operated phonorecord players" as set forth in 17 U.S.C. § 116 shall be deemed Mechanical Music.

C. Payment of the "**Live Music License Fee**" authorizes live musical performances of the Compositions by performers located on the Premises. If Live Music is performed during the Initial Reporting Period or any period described in Paragraphs 4.B.(ii).(b) or 4.B.(iii), but less than an average of one (1) day per week during such period, then the Live Music License Fee shall be calculated using the 1-2 Day category for such period.

D. Payment of the “**Web Site License Fee**” shall deem included in Paragraph 1, above (the “Grant of Rights”) public performances of the Compositions by transmissions through the web site with the principal Universal Resource Locator (“URL”) set forth in the License Fee Report and for which the primary purpose is to promote business at the Premises (the “Establishment Web Site”). The Grant of Rights shall not include public performances of the Compositions in connection with any web site from which revenue is generated, directly or indirectly, from the transmission of content containing musical works including by way of access charges (e.g., pay per view or subscription fees) or the display or transmission of third party advertising, sponsorship or other promotional materials. This authorization is only available for those License Fee Periods for which LICENSEE also pays a Base License Fee.

3. LICENSE FEE PAYMENT.

A. Upon the execution of this Agreement, LICENSEE shall make an initial License Fee payment equal to the License Fee for the initial License Fee Period, prorated (if applicable) to reflect payment for the period from the Effective Date through the end of the initial billing period (as set forth in Paragraph 3.B, below) during the Term.

B. Subject to Paragraph 4.B below, LICENSEE shall make subsequent License Fee payments equal to the License Fee for the License Fee Period concerned, prorated (if applicable) to reflect the billing period concerned (as selected below – if no selection is made, Paragraph 3.B.(a) shall apply), as follows:

_____ (a) annually in one (1) payment, on or before July 1 of a particular calendar year, for the billing period of July 1 of such year through June 30 of the following calendar year; or

_____ (b) semi-annually in two (2) equal installments on or before July 1 of a particular calendar year, for the billing period of July 1 through December 31 of such year; and on or before January 1 of the following calendar year, for the billing period of January 1 through June 30 of such year.

C. **Discount.** In the event LICENSEE elects to pay the License Fee on an annual basis under Paragraph 3.B (a) above and the applicable License Fee is paid in full on or before July 31 of a License Fee Period, LICENSEE shall receive a five percent (5%) discount on the License Fee for such License Fee Period, provided that the foregoing discount shall not apply to the initial License Fee Period.

D. **Seasonal Rate.** If music is performed on the Premises during five (5) or fewer consecutive months, LICENSEE may be eligible for a seasonal rate. Please contact SESAC for additional information.

E. **Limited Live.** If live music is performed on the Premises on five (5) or fewer days during any period beginning July 1 and ending the following June 30, LICENSEE may be eligible for a “limited live” rate. Please contact SESAC for additional information.

4. REPORTING.

A. **Initial Report.** Upon the execution of this Agreement, LICENSEE shall provide SESAC with a completed license fee report in the form attached hereto as Schedule “B,” which is incorporated herein (a “License Fee Report”).

- (i) The initial License Fee Report shall identify the following as of the Effective Date:
 - (a) The Capacity of the Premises;
 - (b) The Establishment Web Site (if any); and
 - (c) The number of Coin-Operated Phonorecord Player(s) (if any) on the Premises.
- (ii) In addition, the initial License Fee Report shall indicate whether:

- (a) During the Initial Reporting Period (as defined below), Mechanical Music has been used on the Premises (and, if so, whether primarily Standard or Enhanced);
- (b) During the Initial Reporting Period, LICENSEE has used Live Music on the Premises (and, if so, the average number of days per week);

B. Music Usage Change.

- (i) In the event that any of the items set forth in Paragraph 4.A(i) changes at any time during the Term, LICENSEE shall provide to SESAC a revised License Fee Report within thirty (30) days of the date of such change.
- (ii) In the event that public performances of Mechanical Music or Live Music begin to occur during the Term, the following shall apply:
 - (a) LICENSEE shall provide to SESAC a revised License Fee Report within sixty (60) days of the date of such change; and
 - (b) Such revised License Fee Report shall identify whether, during the thirty (30) day period following the date that such public performances began to occur, such performances were predominately Enhanced or Standard (in the case of Mechanical Music) and/or the average number of days per week (in the case of Live Music).
- (iii) In the event that, for a period of sixty (60) days during the Term: (1) public performances of Mechanical Music or Live Music cease to occur, (2) Mechanical Music becomes predominately Enhanced or Standard or (3) the average number of days of Live Music per week changes, then LICENSEE shall provide to SESAC a revised License Fee Report within thirty (30) days of the end of such sixty (60) day period;
- (iv) In the event of a music usage change under this Paragraph 4.B, for purposes of future payments due under this Agreement, the License Fee shall be adjusted effective as of the first (1st) day of the month following SESAC's receipt of the applicable updated License Fee Report.
- (v) Notwithstanding anything to the contrary set forth in this Paragraph 4.B, no more than three (3) License Fee adjustments under this Paragraph shall be made per calendar year.

C. All reports under this Agreement shall be submitted by LICENSEE, by electronic means if possible, in Excel or similar format if applicable, to reporting@sesac.com, or by regular mail addressed to:

SESAC
35 Music Square East
Nashville, TN 37203

D. **CERTIFICATION.** LICENSEE represents and warrants that all information which has been, or which will be, provided by LICENSEE pursuant to this Schedule "A" to be complete, true and accurate.

5. DEFINITIONS

- A. The "Capacity" means the maximum capacity of the Premises as permitted by local ordinance.
- B. "Initial Reporting Period" means the twelve (12) month period beginning thirteen (13) months prior to the Effective Date; provided, however, that, if the Premises has been operational for less than the entire Initial Reporting Period, LICENSEE's good faith estimation of Mechanical and Live Music usage for the then current License Fee Period shall be used.

**Schedule "B" to the SESAC Music Performance License for Restaurants,
Nightclubs and Taverns License Fee Report Form**

July 1, 2017 – June 30, 2018

A.	Capacity (see Paragraph 5.A)	
B.	Days of Live Music (see Paragraph 2.C)	
C.	Mechanical Music? (see Paragraph 2.A)	
D.	If yes to Line C, is Premises use of Mechanical Music Enhanced? (see Paragraph 2.A)	
E.	Is Mechanical Music provided by a background music company?	
F.	If yes to Line E, name of background music company used by the Premises?	
G.	Address of background music company used by the Premises?	
H.	Phone number of background music company used by the Premises?	
I.	Coin-Operated Phonorecord Player (jukebox)? (see Paragraph 2.B)	
J.	If Coin-Operated Phonorecord Player is provided by an operator licensed through the JLO, name of jukebox operator?	
K.	Address of jukebox operator?	
L.	JLO certificate number?	
M.	Music used on Web Site? (see Paragraph 2.D)	
N.	If yes to Line M, list URL of Web Site	
O.	Applicable Mechanical Music License Fee	
P.	Applicable Live Music License Fee	
Q.	Applicable Web Site License Fee	
R.	Applicable Coin-Operated Phonorecord Player License Fee	
S.	Total Annual License Fee (Line O + Line P + Line Q + Line R)	
T.	Divide the value from Line S by 12	
U.	Total License Fee Due for (Multiply Line T by the number of months from the Effective Date)	

SESAC MUSIC PERFORMANCE LICENSE FOR RETAIL STORES

This License Agreement, including any attached and referenced Schedules (the "Agreement"), is made in New York by and between SESAC LLC ("SESAC"), a Delaware limited liability company, with offices at 35 Music Square East, Nashville, TN 37203, and

LICENSEE Information			
("LICENSEE")			
<i>(Legal Entity Name)</i>			
Business Entity(select one): <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other: _____			
<i>(State of Incorporation, if applicable)</i>		<i>(Taxpayer ID #)</i>	
<i>(Street Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
<i>(Telephone #)</i>	<i>(Fax #)</i>	<i>(Email)</i>	
Billing Information			
<input type="checkbox"/> Same as LICENSEE Information			
<i>(Street Address)</i>		<i>(City)</i>	
<i>(Telephone #)</i>		<i>(Fax #)</i>	
<i>(State)</i>		<i>(Zip)</i>	
<i>(Email)</i>		<i>(Email)</i>	

The retail store(s) that are owned or operated by LICENSEE and identified on Schedule "A" pursuant to the terms of this Agreement are referred to herein as the "Licensed Premises." Schedule "A" is attached hereto and incorporated herein.

SESAC and LICENSEE hereby mutually agree as follows:

1. GRANT OF RIGHTS

Effective as of 1, 20 (the "Effective Date"), and subject to the terms and conditions of this Agreement, SESAC grants to LICENSEE the non-exclusive right and license to publicly perform non-dramatic renditions of all of the musical compositions for which SESAC is authorized to license the public performance right (the "Compositions") solely on the Licensed Premises.

2. LIMITATIONS OF RIGHTS

A. Except as specifically described in Paragraph 1, above, nothing contained herein shall be construed as permitting LICENSEE to publicly perform, transmit, re-transmit or reproduce any Composition by any means, medium, method, device or process now or hereafter known, or as permitting LICENSEE to grant any such right to others.

B. The rights granted pursuant to Paragraph 1, above, shall exclude "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).

C. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions: (i) which are part of a background music service originating from any location, including a Licensed Premises, which performances are authorized by SESAC pursuant to a separate license agreement, regardless of the means by which such performances are transmitted on or to such Licensed Premises, and/or (ii) by coin-operated phonorecord players (“jukeboxes”), as defined in 17 U.S.C. § 116.

D. The authorization provided in this Agreement shall be limited to public performances made in the United States of America, its territories, possessions and the Commonwealth of Puerto Rico.

E. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions at Concerts (“Concerts” are musical performances by an entertainer, group or performer, whose primary purpose is entertainment by the performance of music).

F. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions made as part of any restaurant, nightclub, tavern or gaming facility located on any Licensed Premises.

3. LICENSE FEE

A. In consideration of the rights granted herein, LICENSEE shall pay to SESAC an annual license fee (each, a “License Fee”) for each calendar year during the Term (each, a “License Fee Period”) in accordance with Schedule “B,” which is attached hereto and incorporated herein.

B. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, upon notice to LICENSEE, to make changes to Schedule “B.” In such event, LICENSEE shall have the right to terminate this Agreement as of the date such change(s) are to take effect, provided that LICENSEE gives notice to SESAC of such termination specifically referencing this Paragraph, not later than thirty (30) days after SESAC notifies LICENSEE of such change(s). For the avoidance of doubt, annual rate adjustments made pursuant to Paragraph 3.E below shall not be considered a change to Schedule “B.”

C. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, but not the obligation, to verify through independent sources any information required to be reported by LICENSEE pursuant to Schedule “B,” and SESAC may adjust the License Fee(s) as may be appropriate based on information obtained from such sources.

D. In the event SESAC is determined by any taxing authority or court 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 to LICENSEE therefor, for any such tax derived from receipts received from LICENSEE.

E. Effective each January 1 following the Effective Date, the rates set forth in the Fee Schedules shall be increased by an amount equal to the percent increase in the Consumer Price Index – All Urban Consumers (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, between the most recent October and the preceding October or five percent (5%), whichever amount is greater.

4. BREACH AND CURE; LATE PAYMENT CHARGE

A. In the event LICENSEE is in default or breach of any provision of this Agreement, including failure to make any payment when due hereunder, and LICENSEE has not cured such default or breach within thirty (30) days following SESAC's notice to LICENSEE thereof, then SESAC shall have the right to terminate this Agreement in addition to pursuing any and all other rights and/or remedies.

B. 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. SESAC shall also have the right to impose a charge of \$35.00 for each dishonored check or other form of payment. In the event SESAC incurs any expenses in connection with the collection of any amounts past due to SESAC hereunder, including but not limited to attorney's fees, LICENSEE shall be responsible for promptly paying such amounts to SESAC.

5. RIGHT OF VERIFICATION

A. LICENSEE agrees to maintain all necessary information in its books and records to allow SESAC to verify LICENSEE's reports, payments, statements and computations required by this Agreement. SESAC shall have the right, on at least ten (10) days prior written notice, to examine LICENSEE's books and records during customary business hours to such extent as may be necessary to verify any and all reports, payments, statements and computations made or required hereunder. In connection with such an examination, LICENSEE agrees to furnish all pertinent books and records, including electronic records in industry standard format, to SESAC's authorized representatives. Such books and records shall be kept by LICENSEE for at least three (3) years following any termination of this Agreement.

B. In the event an examination reveals that LICENSEE has underpaid any License Fee due SESAC, LICENSEE shall submit the additional amount due within forty-five (45) days from SESAC's written request for such payment. Should such an examination reveal that LICENSEE has underpaid SESAC any License Fee by five percent (5%) or more, LICENSEE shall pay the reasonable costs and expenses of the examination, including travel expenses.

C. SESAC's rights and LICENSEE's obligations arising from this Paragraph 5 shall survive any termination of this Agreement. SESAC agrees that any non-public information discovered by SESAC as part of any examination instituted under this Paragraph 5 shall be treated as confidential and shall not be disclosed to any third party (other than SESAC's attorneys, accountants and other professional advisors) without LICENSEE's prior written consent, except as may be required by law. SESAC's exercise of any rights under this provision shall not prejudice any of SESAC's other rights or remedies, including the right to dispute any amounts owed to SESAC under this Agreement.

6. TERM OF LICENSE

A. The term of this Agreement shall be for an initial period that commences on the Effective Date and continues for a period of twelve (12) calendar months (the "Initial Period"). Thereafter, this Agreement shall automatically continue in full force and effect for successive additional periods of twelve (12) calendar months (each, a "Renewal Period"). Either party may terminate this Agreement effective as of the last day of the Initial Period or as of the last day of any Renewal Period, upon advance notice to the other party specifically referencing this Paragraph at least thirty (30) days prior to the commencement of the upcoming Renewal Period. The Initial Period and any Renewal Period(s) shall be 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 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' notice to LICENSEE 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 results in substantial interference in SESAC's operation or a substantial increase in the cost of conducting its business.

7. MISCELLANEOUS

A. 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 subject matter hereof. If any part of this Agreement is determined 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.

B. SESAC shall have the right, upon notice to LICENSEE, to withdraw from the scope of this Agreement the right to publicly perform any Composition (or collection of Compositions) 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 (or collection of Compositions).

C. This Agreement shall not be assignable by LICENSEE without SESAC's prior written permission. Subject to the preceding sentence, this Agreement shall be binding upon and inure to the benefit of SESAC's and LICENSEE's successors and assigns, but no assignment shall relieve SESAC or LICENSEE of its respective obligations under this Agreement. LICENSEE shall notify SESAC within thirty (30) days of any change of ownership or control of LICENSEE's operations.

D. This Agreement shall not be valid until executed by an authorized signatory of SESAC. This Agreement has been read and is understood by both parties and contains their entire understanding with regard to the subject matter hereof. No waiver, addition or modification shall be valid unless in writing, executed with the same formality as this Agreement.

E. All notices required or permitted herein shall be in writing and deemed given to the other party hereto when sent to an address for such party set forth in this Agreement or such other address as such party may designate by written notice.

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

_____.
(please insert today's date)

LICENSEE

SESAC

By: _____
(Signature)

By: _____
(Signature)

(Type or Print Name)

(Type or Print Name)

Title: _____

Title: _____

Schedule "B" to the SESAC Music Performance License for Retail Stores

1. LICENSE FEE CALCULATION/FEE SCHEDULES.

For each License Fee Period in which there are less than six (6) locations identified on Schedule "A," the License Fee shall equal the sum of the amounts payable for each Licensed Premises; and the amount payable for each Licensed Premises shall be calculated by applying to the applicable Fee Schedule (the current version of which is set forth below) the Gross Square Footage of such Licensed Premises.

For each License Fee Period in which there are six (6) or more locations identified on Schedule "A," the License Fee shall be calculated by applying to the applicable Fee Schedule (the current version of which is set forth below) the number of Licensed Premises.

2017 Fee Schedule – Less Than 6 Locations

Gross Square Footage	Annual Fee Per Location
10,000 or less	\$245.00
10,001 to 50,000	\$374.00
50,001 to 99,999	\$566.00
100,000 and over	\$758.00

2017 Fee Schedule – 6 to 2,999 Locations

\$245 per annum per location for the first 200 Licensed Premises
\$194 per annum per location for each additional Licensed Premises

2017 Fee Schedule – 3,000 or More Locations

\$86.39 per annum per location

2. LICENSE FEE PAYMENT.

A. Upon the execution of this Agreement, LICENSEE shall submit to SESAC a License Fee for the initial License Fee Period, prorated (if applicable) to reflect payment for the period from the Effective Date through the end of the initial billing period (as set forth in Paragraph 2.B, below) during the Term.

B. LICENSEE shall make subsequent License Fee payments equal to the License Fee for the License Fee Period concerned, prorated (if applicable) to reflect the billing period concerned (as selected below – if no selection is made, Paragraph 2.B.(a) shall apply), as follows:

_____ (a) annually in one (1) payment, on or before January 1, for the billing period of January 1 through December 31; or

_____ (b) semi-annually in two (2) equal installments on or before January 1, for the billing period of January 1 through June 30; and on or before July 1, for the billing period of July 1 through December 31.

3. REPORTING.

A. Upon the execution of this Agreement, LICENSEE shall provide SESAC with a completed report (each, a "License Fee Report") in the form attached hereto as Schedule "C," which is incorporated herein, setting forth: (i) the name and address of each location to be included on Schedule "A" during the initial License Fee Period; and, in the event that said License Fee Report identifies fewer than six (6) locations, (ii) the Gross Square Footage of each such location. Each listed location will be deemed included on Schedule "A."

B. On or before each December 1 during the Term following the Effective Date, LICENSEE shall submit to SESAC an updated License Fee Report setting forth: (i) the name and address of each location to be included on Schedule "A" during the ensuing License Fee Period; and, in the event that said License Fee Report identifies fewer than six (6) locations, (ii) the Gross Square Footage of each such location. Upon SESAC's receipt of such License Fee Report, Schedule "A" will be deemed amended in accordance therewith; and the License Fee for the ensuing License Fee Period shall be adjusted accordingly. Notwithstanding the foregoing, LICENSEE shall not be required under this Paragraph 3.B to submit any License Fee Report which would contain solely the same information as the most recently submitted License Fee Report.

C. All reports under this Agreement shall be submitted by LICENSEE, by electronic means if possible, in Excel or similar format if applicable, to reporting@sesac.com, or by regular mail addressed to:

SESAC
Attn: Licensing Administration
35 Music Square East
Nashville, TN 37203

4. CERTIFICATION. LICENSEE hereby represents and warrants that all information which has been, or which will be, provided by LICENSEE pursuant to this Schedule "B" to be complete, true and accurate.

5. DEFINITIONS.

"Gross Square Footage" means the entire interior space of the applicable Licensed Premises and any adjoining outdoor space used to serve patrons, whether on a seasonal basis or otherwise.

SESAC MUSIC PERFORMANCE LICENSE FOR RETAIL STORES

This License Agreement, including any attached and referenced Schedules (the "Agreement"), is made in New York by and between SESAC LLC ("SESAC"), a Delaware limited liability company, with offices at 35 Music Square East, Nashville, TN 37203, and

LICENSEE Information			
("LICENSEE")			
<i>(Legal Entity Name)</i>			
Business Entity(select one): <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other: _____			
<i>(State of Incorporation, if applicable)</i>		<i>(Taxpayer ID #)</i>	
<i>(Street Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
<i>(Telephone #)</i>	<i>(Fax #)</i>	<i>(Email)</i>	
Billing Information			
<input type="checkbox"/> Same as LICENSEE Information			
<i>(Street Address)</i>		<i>(City)</i>	
<i>(Telephone #)</i>		<i>(Fax #)</i>	
<i>(State)</i>		<i>(Zip)</i>	
<i>(Email)</i>		<i>(Email)</i>	

The retail store(s) that are owned or operated by LICENSEE and identified on Schedule "A" pursuant to the terms of this Agreement are referred to herein as the "Licensed Premises." Schedule "A" is attached hereto and incorporated herein.

SESAC and LICENSEE hereby mutually agree as follows:

1. GRANT OF RIGHTS

Effective as of 1, 20 (the "Effective Date"), and subject to the terms and conditions of this Agreement, SESAC grants to LICENSEE the non-exclusive right and license to publicly perform non-dramatic renditions of all of the musical compositions for which SESAC is authorized to license the public performance right (the "Compositions") solely on the Licensed Premises.

2. LIMITATIONS OF RIGHTS

A. Except as specifically described in Paragraph 1, above, nothing contained herein shall be construed as permitting LICENSEE to publicly perform, transmit, re-transmit or reproduce any Composition by any means, medium, method, device or process now or hereafter known, or as permitting LICENSEE to grant any such right to others.

B. The rights granted pursuant to Paragraph 1, above, shall exclude "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).

C. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions: (i) which are part of a background music service originating from any location, including a Licensed Premises, which performances are authorized by SESAC pursuant to a separate license agreement, regardless of the means by which such performances are transmitted on or to such Licensed Premises, and/or (ii) by coin-operated phonorecord players (“jukeboxes”), as defined in 17 U.S.C. § 116.

D. The authorization provided in this Agreement shall be limited to public performances made in the United States of America, its territories, possessions and the Commonwealth of Puerto Rico.

E. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions at Concerts (“Concerts” are musical performances by an entertainer, group or performer, whose primary purpose is entertainment by the performance of music).

F. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions made as part of any restaurant, nightclub, tavern or gaming facility located on any Licensed Premises.

3. LICENSE FEE

A. In consideration of the rights granted herein, LICENSEE shall pay to SESAC an annual license fee (each, a “License Fee”) for each calendar year during the Term (each, a “License Fee Period”) in accordance with Schedule “B,” which is attached hereto and incorporated herein.

B. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, upon notice to LICENSEE, to make changes to Schedule “B.” In such event, LICENSEE shall have the right to terminate this Agreement as of the date such change(s) are to take effect, provided that LICENSEE gives notice to SESAC of such termination specifically referencing this Paragraph, not later than thirty (30) days after SESAC notifies LICENSEE of such change(s). For the avoidance of doubt, annual rate adjustments made pursuant to Paragraph 3.E below shall not be considered a change to Schedule “B.”

C. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, but not the obligation, to verify through independent sources any information required to be reported by LICENSEE pursuant to Schedule “B,” and SESAC may adjust the License Fee(s) as may be appropriate based on information obtained from such sources.

D. In the event SESAC is determined by any taxing authority or court 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 to LICENSEE therefor, for any such tax derived from receipts received from LICENSEE.

E. Effective each January 1 following the Effective Date, the rates set forth in the Fee Schedules shall be increased by an amount equal to the percent increase in the Consumer Price Index – All Urban Consumers (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, between the most recent October and the preceding October or five percent (5%), whichever amount is greater.

4. BREACH AND CURE; LATE PAYMENT CHARGE

A. In the event LICENSEE is in default or breach of any provision of this Agreement, including failure to make any payment when due hereunder, and LICENSEE has not cured such default or breach within thirty (30) days following SESAC's notice to LICENSEE thereof, then SESAC shall have the right to terminate this Agreement in addition to pursuing any and all other rights and/or remedies.

B. 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. SESAC shall also have the right to impose a charge of \$35.00 for each dishonored check or other form of payment. In the event SESAC incurs any expenses in connection with the collection of any amounts past due to SESAC hereunder, including but not limited to attorney's fees, LICENSEE shall be responsible for promptly paying such amounts to SESAC.

5. RIGHT OF VERIFICATION

A. LICENSEE agrees to maintain all necessary information in its books and records to allow SESAC to verify LICENSEE's reports, payments, statements and computations required by this Agreement. SESAC shall have the right, on at least ten (10) days prior written notice, to examine LICENSEE's books and records during customary business hours to such extent as may be necessary to verify any and all reports, payments, statements and computations made or required hereunder. In connection with such an examination, LICENSEE agrees to furnish all pertinent books and records, including electronic records in industry standard format, to SESAC's authorized representatives. Such books and records shall be kept by LICENSEE for at least three (3) years following any termination of this Agreement.

B. In the event an examination reveals that LICENSEE has underpaid any License Fee due SESAC, LICENSEE shall submit the additional amount due within forty-five (45) days from SESAC's written request for such payment. Should such an examination reveal that LICENSEE has underpaid SESAC any License Fee by five percent (5%) or more, LICENSEE shall pay the reasonable costs and expenses of the examination, including travel expenses.

C. SESAC's rights and LICENSEE's obligations arising from this Paragraph 5 shall survive any termination of this Agreement. SESAC agrees that any non-public information discovered by SESAC as part of any examination instituted under this Paragraph 5 shall be treated as confidential and shall not be disclosed to any third party (other than SESAC's attorneys, accountants and other professional advisors) without LICENSEE's prior written consent, except as may be required by law. SESAC's exercise of any rights under this provision shall not prejudice any of SESAC's other rights or remedies, including the right to dispute any amounts owed to SESAC under this Agreement.

6. TERM OF LICENSE

A. The term of this Agreement shall be for an initial period that commences on the Effective Date and continues for a period of twelve (12) calendar months (the "Initial Period"). Thereafter, this Agreement shall automatically continue in full force and effect for successive additional periods of twelve (12) calendar months (each, a "Renewal Period"). Either party may terminate this Agreement effective as of the last day of the Initial Period or as of the last day of any Renewal Period, upon advance notice to the other party specifically referencing this Paragraph at least thirty (30) days prior to the commencement of the upcoming Renewal Period. The Initial Period and any Renewal Period(s) shall be 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 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' notice to LICENSEE 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 results in substantial interference in SESAC's operation or a substantial increase in the cost of conducting its business.

7. MISCELLANEOUS

A. 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 subject matter hereof. If any part of this Agreement is determined 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.

B. SESAC shall have the right, upon notice to LICENSEE, to withdraw from the scope of this Agreement the right to publicly perform any Composition (or collection of Compositions) 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 (or collection of Compositions).

C. This Agreement shall not be assignable by LICENSEE without SESAC's prior written permission. Subject to the preceding sentence, this Agreement shall be binding upon and inure to the benefit of SESAC's and LICENSEE's successors and assigns, but no assignment shall relieve SESAC or LICENSEE of its respective obligations under this Agreement. LICENSEE shall notify SESAC within thirty (30) days of any change of ownership or control of LICENSEE's operations.

D. This Agreement shall not be valid until executed by an authorized signatory of SESAC. This Agreement has been read and is understood by both parties and contains their entire understanding with regard to the subject matter hereof. No waiver, addition or modification shall be valid unless in writing, executed with the same formality as this Agreement.

E. All notices required or permitted herein shall be in writing and deemed given to the other party hereto when sent to an address for such party set forth in this Agreement or such other address as such party may designate by written notice.

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

_____.
(please insert today's date)

LICENSEE

SESAC

By: _____
(Signature)

By: _____
(Signature)

(Type or Print Name)

(Type or Print Name)

Title: _____

Title: _____

Schedule "B" to the SESAC Music Performance License for Retail Stores

1. LICENSE FEE CALCULATION/FEE SCHEDULES.

For each License Fee Period in which there are less than six (6) locations identified on Schedule "A," the License Fee shall equal the sum of the amounts payable for each Licensed Premises; and the amount payable for each Licensed Premises shall be calculated by applying to the applicable Fee Schedule (the current version of which is set forth below) the Gross Square Footage of such Licensed Premises.

For each License Fee Period in which there are six (6) or more locations identified on Schedule "A," the License Fee shall be calculated by applying to the applicable Fee Schedule (the current version of which is set forth below) the number of Licensed Premises.

2017 Fee Schedule – Less Than 6 Locations

Gross Square Footage	Annual Fee Per Location
10,000 or less	\$245.00
10,001 to 50,000	\$374.00
50,001 to 99,999	\$566.00
100,000 and over	\$758.00

2017 Fee Schedule – 6 to 2,999 Locations

\$245 per annum per location for the first 200 Licensed Premises
\$194 per annum per location for each additional Licensed Premises

2017 Fee Schedule – 3,000 or More Locations

\$86.39 per annum per location

2. LICENSE FEE PAYMENT.

A. Upon the execution of this Agreement, LICENSEE shall submit to SESAC a License Fee for the initial License Fee Period, prorated (if applicable) to reflect payment for the period from the Effective Date through the end of the initial billing period (as set forth in Paragraph 2.B, below) during the Term.

B. LICENSEE shall make subsequent License Fee payments equal to the License Fee for the License Fee Period concerned, prorated (if applicable) to reflect the billing period concerned (as selected below – if no selection is made, Paragraph 2.B.(a) shall apply), as follows:

_____ (a) annually in one (1) payment, on or before January 1, for the billing period of January 1 through December 31; or

_____ (b) semi-annually in two (2) equal installments on or before January 1, for the billing period of January 1 through June 30; and on or before July 1, for the billing period of July 1 through December 31.

3. REPORTING.

A. Upon the execution of this Agreement, LICENSEE shall provide SESAC with a completed report (each, a "License Fee Report") in the form attached hereto as Schedule "C," which is incorporated herein, setting forth: (i) the name and address of each location to be included on Schedule "A" during the initial License Fee Period; and, in the event that said License Fee Report identifies fewer than six (6) locations, (ii) the Gross Square Footage of each such location. Each listed location will be deemed included on Schedule "A."

B. On or before each December 1 during the Term following the Effective Date, LICENSEE shall submit to SESAC an updated License Fee Report setting forth: (i) the name and address of each location to be included on Schedule "A" during the ensuing License Fee Period; and, in the event that said License Fee Report identifies fewer than six (6) locations, (ii) the Gross Square Footage of each such location. Upon SESAC's receipt of such License Fee Report, Schedule "A" will be deemed amended in accordance therewith; and the License Fee for the ensuing License Fee Period shall be adjusted accordingly. Notwithstanding the foregoing, LICENSEE shall not be required under this Paragraph 3.B to submit any License Fee Report which would contain solely the same information as the most recently submitted License Fee Report.

C. All reports under this Agreement shall be submitted by LICENSEE, by electronic means if possible, in Excel or similar format if applicable, to reporting@sesac.com, or by regular mail addressed to:

SESAC
Attn: Licensing Administration
35 Music Square East
Nashville, TN 37203

4. CERTIFICATION. LICENSEE hereby represents and warrants that all information which has been, or which will be, provided by LICENSEE pursuant to this Schedule "B" to be complete, true and accurate.

5. DEFINITIONS.

"Gross Square Footage" means the entire interior space of the applicable Licensed Premises and any adjoining outdoor space used to serve patrons, whether on a seasonal basis or otherwise.

SESAC MUSIC PERFORMANCE LICENSE FOR NATURIST RESORTS/CLUBS

This License Agreement, including any attached and referenced Schedules (the "Agreement"), is made in New York by and between SESAC LLC ("SESAC"), a Delaware limited liability company, with offices at 35 Music Square East, Nashville, TN 37203, and

LICENSEE Information			
("LICENSEE")			
<i>(Legal Entity Name)</i>			
Business Entity(select one): <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other: _____			
<i>(State of Incorporation, if applicable)</i>		<i>(Taxpayer ID #)</i>	
<i>(Street Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
<i>(Telephone #)</i>	<i>(Fax #)</i>	<i>(Email)</i>	
Licensed Location Information			
<input type="checkbox"/> Same as LICENSEE Information			
<i>(Establishment Name)</i>			
<i>(Street Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
<i>(Telephone #)</i>	<i>(Fax #)</i>	<i>(Email)</i>	
<i>(Universal Resource Locator ("URL"))</i>			
Billing Information			
<input type="checkbox"/> Same as LICENSEE Information			
<i>(Street Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
<i>(Telephone #)</i>	<i>(Fax #)</i>	<i>(Email)</i>	

The naturist resort or club for which the above supplied information applies is referred to herein as the "Premises."

SESAC and LICENSEE hereby mutually agree as follows:

1. GRANT OF RIGHTS

Effective as of _____ **1, 20**_____ (the "Effective Date"), and subject to the terms and conditions of this Agreement, SESAC grants to LICENSEE the non-exclusive right and license to publicly perform non-dramatic renditions of all of the musical compositions for which SESAC is authorized to license the public performance right (the "Compositions") solely on the Premises.

2. LIMITATIONS OF RIGHTS

- A. Except as specifically described in Paragraph 1, above, nothing contained herein shall be construed as permitting LICENSEE to publicly perform, transmit, re-transmit or reproduce any Composition by any means, medium, method, device or process now or hereafter known, or as permitting LICENSEE to grant any such right to others.
- B. The rights granted pursuant to Paragraph 1, above, shall exclude "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).
- C. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions: (i) which are part of a background music service originating from any location, including the Premises, which performances are authorized by SESAC pursuant to a separate license agreement, regardless of the means by which such performances are transmitted on or to the Premises, and/or (ii) by coin-operated phonorecord players ("jukeboxes"), as defined in 17 U.S.C. § 116.
- D. The authorization provided in this Agreement shall be limited to public performances made in the United States of America, its territories, possessions and the Commonwealth of Puerto Rico.

3. LICENSE FEE

- A. In consideration of the rights granted herein, LICENSEE shall pay to SESAC an annual license fee (each, a "License Fee") for each calendar year during the Term (each, a "License Fee Period") in accordance with Schedule "A," which is attached hereto and incorporated herein.
- B. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, upon notice to LICENSEE, to make changes to Schedule "A." In such event, LICENSEE shall have the right to terminate this Agreement as of the date such change(s) are to take effect, provided that LICENSEE gives notice to SESAC of such termination specifically referencing this Paragraph, not later than thirty (30) days after SESAC notifies LICENSEE of such change(s). For the avoidance of doubt, annual rate adjustments made pursuant to Paragraph 3.E below shall not be considered a change to Schedule "A."
- C. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, but not the obligation, to verify through independent sources any information required to be reported by LICENSEE pursuant to Schedule "A," and SESAC may adjust the License Fee(s) as may be appropriate based on information obtained from such sources.
- D. In the event SESAC is determined by any taxing authority or court 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 to LICENSEE therefor, for any such tax derived from receipts received from LICENSEE.
- E. Effective each January 1 following the Effective Date, the rates set forth in the Fee Schedule shall be increased by an amount equal to the percent increase in the Consumer Price Index – All Urban Consumers (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, between the most recent October and the preceding October or five percent (5%), whichever amount is greater.

4. BREACH AND CURE; LATE PAYMENT CHARGE

- A. In the event LICENSEE is in default or breach of any provision of this Agreement, including failure to make any payment when due hereunder, and LICENSEE has not cured such default or breach within thirty (30) days following SESAC's notice to LICENSEE thereof, then SESAC shall have the right to terminate this Agreement in addition to pursuing any and all other rights and/or remedies.

B. 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. SESAC shall also have the right to impose a charge of \$35.00 for each dishonored check or other form of payment. In the event SESAC incurs any expenses in connection with the collection of any amounts past due to SESAC hereunder, including but not limited to attorney's fees, LICENSEE shall be responsible for promptly paying such amounts to SESAC.

5. RIGHT OF VERIFICATION

A. LICENSEE agrees to maintain all necessary information in its books and records to allow SESAC to verify LICENSEE's reports, payments, statements and computations required by this Agreement. SESAC shall have the right, on at least ten (10) days prior written notice, to examine LICENSEE's books and records during customary business hours to such extent as may be necessary to verify any and all reports, payments, statements and computations made or required hereunder. In connection with such an examination, LICENSEE agrees to furnish all pertinent books and records, including electronic records in industry standard format, to SESAC's authorized representatives. Such books and records shall be kept by LICENSEE for at least three (3) years following any termination of this Agreement.

B. In the event an examination reveals that LICENSEE has underpaid any License Fee due SESAC, LICENSEE shall submit the additional amount due within forty-five (45) days from SESAC's written request for such payment. Should such an examination reveal that LICENSEE has underpaid SESAC any License Fee by five percent (5%) or more, LICENSEE shall pay the reasonable costs and expenses of the examination, including travel expenses.

C. SESAC's rights and LICENSEE's obligations arising from this Paragraph 5 shall survive any termination of this Agreement. SESAC agrees that any non-public information discovered by SESAC as part of any examination instituted under this Paragraph 5 shall be treated as confidential and shall not be disclosed to any third party (other than SESAC's attorneys, accountants and other professional advisors) without LICENSEE's prior written consent, except as may be required by law. SESAC's exercise of any rights under this provision shall not prejudice any of SESAC's other rights or remedies, including the right to dispute any amounts owed to SESAC under this Agreement.

6. TERM OF LICENSE

A. The term of this Agreement shall be for an initial period that commences on the Effective Date and continues for a period of twelve (12) calendar months (the "Initial Period"). Thereafter, this Agreement shall automatically continue in full force and effect for successive additional periods of twelve (12) calendar months (each, a "Renewal Period"). Either party may terminate this Agreement effective as of the last day of the Initial Period or as of the last day of any Renewal Period, upon advance notice to the other party specifically referencing this Paragraph at least thirty (30) days prior to the commencement of the upcoming Renewal Period. The Initial Period and any Renewal Period(s) shall be 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 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' notice to LICENSEE 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 results in substantial interference in SESAC's operation or a substantial increase in the cost of conducting its business.

7. MISCELLANEOUS

A. 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 subject matter hereof. If any part of this Agreement is determined 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.

B. SESAC shall have the right, upon notice to LICENSEE, to withdraw from the scope of this Agreement the right to publicly perform any Composition (or collection of Compositions) 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 (or collection of Compositions).

C. This Agreement shall not be assignable by LICENSEE without SESAC's prior written permission. Subject to the preceding sentence, this Agreement shall be binding upon and inure to the benefit of SESAC's and LICENSEE's successors and assigns, but no assignment shall relieve SESAC or LICENSEE of its respective obligations under this Agreement. LICENSEE shall notify SESAC within thirty (30) days of any change of ownership or control of LICENSEE's operations.

D. This Agreement shall not be valid until executed by an authorized signatory of SESAC. This Agreement has been read and is understood by both parties and contains their entire understanding with regard to the subject matter hereof. No waiver, addition or modification shall be valid unless in writing, executed with the same formality as this Agreement.

E. All notices required or permitted herein shall be in writing and deemed given to the other party hereto when sent to an address for such party set forth in this Agreement or such other address as such party may designate by written notice.

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

_____.
(please insert today's date)

LICENSEE

By: _____
(Signature)

(Type or Print Name)

Title: _____

SESAC

By: _____
(Signature)

(Type or Print Name)

Title: _____

Schedule "A" to the SESAC Music Performance License for Naturist Resorts/Clubs

1. FEE SCHEDULE/LICENSE FEE CALCULATION.

The License Fee for each License Fee Period shall be calculated by applying to the Fee Schedule (the current version of which is set forth below) the number of Sites/Units (as defined below) and the number of Months in Operation (as defined below) during such License Fee Period, each as set forth on the most recently submitted License Fee Report (as defined below).

<u>Number of Sites/Units</u>	<u>License Fee per Month in Operation</u>
under 100	\$63 per Month; Minimum Fee \$189
100-200	\$91 per Month; Minimum Fee \$271
201 and over	\$135 per Month; Minimum Fee \$403

2. LICENSE FEE PAYMENT.

Upon the execution of this Agreement, LICENSEE shall pay the initial License Fee to SESAC for the initial License Fee Period. The License Fee for each License Fee Period thereafter shall be submitted to SESAC on or before the commencement of such License Fee Period.

3. REPORTING.

A. Upon the execution of this Agreement, LICENSEE shall provide SESAC with a completed license fee report (each, a "License Fee Report") in the form set forth on Schedule "B," which is attached hereto and incorporated herein, setting forth the number of Sites/Units as of the Effective Date and the number of Months in Operation during the initial License Fee Period.

B. On or before each October 1 following the Effective Date, LICENSEE shall provide SESAC with an updated License Fee Report setting forth the number of Sites/Units as of the preceding September 1 and the number of Months in Operation during the ensuing License Fee Period; provided, however, LICENSEE shall not be required to submit any License Fee Report which would contain the same information as the most recently submitted License Fee Report.

C. All reports under this Agreement shall be submitted by LICENSEE, by electronic means if possible, in Excel or similar format if applicable, to reporting@sesac.com, or by regular mail addressed to:

SESAC
35 Music Square East
Nashville, TN 37203

4. CERTIFICATION. LICENSEE hereby represents and warrants that all information which has been, or which will be, provided by LICENSEE pursuant to this Schedule "A" to be complete, true and accurate.

5. DEFINITIONS.

"Sites/Units" means the total number of cabins, recreational vehicle sites, tent sites and similar transportable lodging places permitted at the Premises.

A "Month in Operation" means a calendar month in which the Premises is in operation for more than seven (7) days.

**Schedule "B" to the SESAC Music Performance License for Naturist Resorts/Clubs
License Fee Report Form**

Information applicable as of: _____

<u>Name/Address</u>	
<u>Number of Campsites</u>	
<u>Number of Months In Operation</u>	

SESAC MUSIC PERFORMANCE LICENSE FOR RV PARKS AND CAMPGROUNDS

This License Agreement, including any attached and referenced Schedules (the "Agreement"), is made in New York by and between SESAC LLC ("SESAC"), a Delaware limited liability company, with offices at 35 Music Square East, Nashville, TN 37203, and

LICENSEE Information			
("LICENSEE")			
<i>(Legal Entity Name)</i>			
Business Entity(select one): <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other: _____			
<i>(State of Incorporation, if applicable)</i>		<i>(Taxpayer ID #)</i>	
<i>(Street Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
<i>(Telephone #)</i>	<i>(Fax #)</i>	<i>(Email)</i>	
Billing Information			
<input type="checkbox"/> Same as LICENSEE Information			
<i>(Street Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
<i>(Telephone #)</i>	<i>(Fax #)</i>	<i>(Email)</i>	

The RV parks and/or campgrounds listed on Schedule "A" pursuant to the terms of this Agreement are referred to herein as the "Licensed Premises." Schedule "A" is attached hereto and incorporated herein.

SESAC and LICENSEE hereby mutually agree as follows:

1. GRANT OF RIGHTS

Effective as of _____ **1, 20**_____ (the "Effective Date"), and subject to the terms and conditions of this Agreement, SESAC grants to LICENSEE the non-exclusive right and license to publicly perform non-dramatic renditions of all of the musical compositions for which SESAC is authorized to license the public performance right (the "Compositions") solely on the Licensed Premises.

2. LIMITATIONS OF RIGHTS

A. Except as specifically described in Paragraph 1, above, nothing contained herein shall be construed as permitting LICENSEE to publicly perform, transmit, re-transmit or reproduce any Composition by any means, medium, method, device or process now or hereafter known, or as permitting LICENSEE to grant any such right to others.

B. The rights granted pursuant to Paragraph 1, above, shall exclude "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).

C. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions: (i) which are part of a background music service originating from any location, including a Licensed Premises, which performances are authorized by SESAC pursuant to a separate license agreement, regardless of the means by which such performances are transmitted on or to such Licensed Premises, and/or (ii) by coin-operated phonorecord players ("jukeboxes"), as defined in 17 U.S.C. § 116.

D. The authorization provided in this Agreement shall be limited to public performances made in the United States of America, its territories, possessions and the Commonwealth of Puerto Rico.

E. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions at Concerts ("Concerts" are musical performances by an entertainer, group or performer, whose primary purpose is entertainment by the performance of music).

F. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions at any facility with lodging space comprising more than twenty percent (20%) of its fixed structures.

3. LICENSE FEE

A. In consideration of the rights granted herein, LICENSEE shall pay to SESAC an annual license fee (each, a "License Fee") for each calendar year during the Term (each, a "License Fee Period") in accordance with Schedule "B," which is attached hereto and incorporated herein.

B. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, upon notice to LICENSEE, to make changes to Schedule "B." In such event, LICENSEE shall have the right to terminate this Agreement as of the date such change(s) are to take effect, provided that LICENSEE gives notice to SESAC of such termination specifically referencing this Paragraph, not later than thirty (30) days after SESAC notifies LICENSEE of such change(s). For the avoidance of doubt, annual rate adjustments made pursuant to Paragraph 3.E below shall not be considered a change to Schedule "B."

C. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, but not the obligation, to verify through independent sources any information required to be reported by LICENSEE pursuant to Schedule "B," and SESAC may adjust the License Fee(s) as may be appropriate based on information obtained from such sources.

D. In the event SESAC is determined by any taxing authority or court 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 to LICENSEE therefor, for any such tax derived from receipts received from LICENSEE.

E. Effective each January 1 following the Effective Date, the rates set forth in the Fee Schedule shall be increased by an amount equal to the percent increase in the Consumer Price Index – All Urban Consumers (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, between the most recent October and the preceding October or five percent (5%), whichever amount is greater.

4. BREACH AND CURE; LATE PAYMENT CHARGE

A. In the event LICENSEE is in default or breach of any provision of this Agreement, including failure to make any payment when due hereunder, and LICENSEE has not cured such default or breach within thirty (30) days following SESAC's notice to LICENSEE thereof, then SESAC shall have the right to terminate this Agreement in addition to pursuing any and all other rights and/or remedies.

B. 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. SESAC shall also have the right to impose a charge of \$35.00 for each dishonored check or other form of payment. In the event SESAC incurs any expenses in connection with the collection of any amounts past due to SESAC hereunder, including but not limited to attorney's fees, LICENSEE shall be responsible for promptly paying such amounts to SESAC.

5. RIGHT OF VERIFICATION

A. LICENSEE agrees to maintain all necessary information in its books and records to allow SESAC to verify LICENSEE's reports, payments, statements and computations required by this Agreement. SESAC shall have the right, on at least ten (10) days prior written notice, to examine LICENSEE's books and records during customary business hours to such extent as may be necessary to verify any and all reports, payments, statements and computations made or required hereunder. In connection with such an examination, LICENSEE agrees to furnish all pertinent books and records, including electronic records in industry standard format, to SESAC's authorized representatives. Such books and records shall be kept by LICENSEE for at least three (3) years following any termination of this Agreement.

B. In the event an examination reveals that LICENSEE has underpaid any License Fee due SESAC, LICENSEE shall submit the additional amount due within forty-five (45) days from SESAC's written request for such payment. Should such an examination reveal that LICENSEE has underpaid SESAC any License Fee by five percent (5%) or more, LICENSEE shall pay the reasonable costs and expenses of the examination, including travel expenses.

C. SESAC's rights and LICENSEE's obligations arising from this Paragraph 5 shall survive any termination of this Agreement. SESAC agrees that any non-public information discovered by SESAC as part of any examination instituted under this Paragraph 5 shall be treated as confidential and shall not be disclosed to any third party (other than SESAC's attorneys, accountants and other professional advisors) without LICENSEE's prior written consent, except as may be required by law. SESAC's exercise of any rights under this provision shall not prejudice any of SESAC's other rights or remedies, including the right to dispute any amounts owed to SESAC under this Agreement.

6. TERM OF LICENSE

A. The term of this Agreement shall be for an initial period that commences on the Effective Date and continues for a period of twelve (12) calendar months (the "Initial Period"). Thereafter, this Agreement shall automatically continue in full force and effect for successive additional periods of twelve (12) calendar months (each, a "Renewal Period"). Either party may terminate this Agreement effective as of the last day of the Initial Period or as of the last day of any Renewal Period, upon advance notice to the other party specifically referencing this Paragraph at least thirty (30) days prior to the commencement of the upcoming Renewal Period. The Initial Period and any Renewal Period(s) shall be 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 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' notice to LICENSEE 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 results in substantial interference in SESAC's operation or a substantial increase in the cost of conducting its business.

7. MISCELLANEOUS

A. 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 subject matter hereof. If any part of this Agreement is determined 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.

B. SESAC shall have the right, upon notice to LICENSEE, to withdraw from the scope of this Agreement the right to publicly perform any Composition (or collection of Compositions) 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 (or collection of Compositions).

C. This Agreement shall not be assignable by LICENSEE without SESAC's prior written permission. Subject to the preceding sentence, this Agreement shall be binding upon and inure to the benefit of SESAC's and LICENSEE's successors and assigns, but no assignment shall relieve SESAC or LICENSEE of its respective obligations under this Agreement. LICENSEE shall notify SESAC within thirty (30) days of any change of ownership or control of LICENSEE's operations.

D. This Agreement shall not be valid until executed by an authorized signatory of SESAC. This Agreement has been read and is understood by both parties and contains their entire understanding with regard to the subject matter hereof. No waiver, addition or modification shall be valid unless in writing, executed with the same formality as this Agreement.

E. All notices required or permitted herein shall be in writing and deemed given to the other party hereto when sent to an address for such party set forth in this Agreement or such other address as such party may designate by written notice.

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

_____.
(please insert today's date)

LICENSEE

SESAC

By: _____
(Signature)

By: _____
(Signature)

(Type or Print Name)

(Type or Print Name)

Title: _____

Title: _____

Schedule "B" to the SESAC Music Performance License for RV Parks and Campgrounds

1. FEE SCHEDULE/LICENSE FEE CALCULATION.

The License Fee for each License Fee Period shall equal the sum of the Premises License Fees for each Licensed Premises, which shall be calculated using the most recently submitted License Fee Report. The "Premises License Fee" for a Licensed Premises shall equal the greater of: (i) the appropriate Monthly License Fee multiplied by the number of months during which the Licensed Premises is In Operation (as defined below) and (ii) the appropriate Minimum License Fee.

2017 Fee Schedule

<u>Number of Campsites</u>	<u>Monthly License</u>	<u>Minimum License Fee</u>
Under 100	\$63	\$189
100-200	\$91	\$271
201 and over	\$135	\$403

2. INITIAL LICENSE FEE REPORT AND PAYMENT.

Upon the execution of this Agreement, LICENSEE shall submit to SESAC a completed license fee report in the form set forth on Schedule "C" (each, a "License Fee Report"), which is attached hereto and incorporated herein. Said License Fee Report shall identify each Licensed Premises and the number of Campsites thereon as of the Effective Date. The initial License Fee Report shall also indicate the number of calendar months that each such Licensed Premises will be In Operation during the initial License Fee Period. Each such Licensed Premises will be included on Schedule "A." LICENSEE shall submit the initial License Fee along with its submission of the initial License Fee Report.

3. SUBSEQUENT LICENSE FEE REPORTS AND PAYMENTS.

A. For each License Fee Period following the initial License Fee Period, LICENSEE shall submit a License Fee Report and a License Fee to SESAC. LICENSEE shall have the option to submit such License Fee Reports and License Fees as follows:

- (a) License Fees may be paid on or before the commencement of such License Fee Period; and, in such event, the License Fee Report used to calculate such License Fee shall be due on or before the December 1 preceding such License Fee Period; or
- (b) License Fees may be paid on or before the date that the first Licensed Premises starts to be In Operation during such License Fee Period; and, in such event, the License Fee Report used to calculate such License Fee shall be due on or before the first day of the month prior to the month in which the License Fee is due under this Paragraph 3.A(b).

B. License Fee Reports submitted under Paragraph 3.A(a) shall identify each Licensed Premises and the number of Campsites thereon as of the preceding November 1. License Fee Reports submitted under Paragraph 3.A(b) shall identify each Licensed Premises and the number of Campsites thereon as of the first day of the month prior to the month in which such License Fee Report is due. In either event, the License Fee Report will identify the number of calendar months that each such Licensed Premises will be in Operation during the ensuing License Fee Period; and Schedule "A" will be modified accordingly. Notwithstanding the foregoing, LICENSEE shall not be required under this Paragraph 3.B to submit any License Fee Report which would contain solely the same information as the most recently submitted License Fee Report.

C. All reports under this Agreement shall be submitted by LICENSEE, by electronic means if possible, in Excel or similar format if applicable, to reporting@sesac.com, or by regular mail addressed to:

SESAC
Attn: Licensing Administration
35 Music Square East
Nashville, TN 37203

D. **CERTIFICATION.** LICENSEE represents and warrants that all information which has been, or which will be, provided by LICENSEE pursuant to this Schedule "B" to be complete, true and accurate.

4. DEFINITIONS.

A. "Campsites" means the total number of cabins, recreational vehicle sites, tent sites or similar transportable lodging places permitted at the Licensed Premises.

B. A Licensed Premises will be deemed "In Operation" during any calendar month if it is operational more than seven (7) days during such calendar month.

SESAC STADIUM, ARENA and CONVENTION CENTER PERFORMANCE LICENSE

This License Agreement, including any attached and referenced Schedules (the "Agreement"), is made in New York by and between SESAC LLC ("SESAC"), a Delaware limited liability company, with offices at 35 Music Square East, Nashville, TN 37203, and

LICENSEE Information			
("LICENSEE")			
<i>(Legal Entity Name)</i>			
Business Entity(select one): <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other: _____			
<i>(State of Incorporation, if applicable)</i>		<i>(Taxpayer ID #)</i>	
<i>(Street Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
<i>(Telephone #)</i>	<i>(Fax #)</i>	<i>(Email)</i>	
Licensed Location Information			
<input type="checkbox"/> Same as LICENSEE Information			
<i>(Establishment Name)</i>			
<i>(Street Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
<i>(Telephone #)</i>	<i>(Fax #)</i>	<i>(Email)</i>	
<i>(Universal Resource Locator ("URL"))</i>			
Billing Information			
<input type="checkbox"/> Same as LICENSEE Information			
<i>(Street Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
<i>(Telephone #)</i>	<i>(Fax #)</i>	<i>(Email)</i>	

The stadium, arena or convention center for which the above supplied information applies is referred to herein as the "Premises."

1. GRANT OF RIGHTS

Effective as of _____ **1, 20**____ (the "Effective Date"), and subject to the terms and conditions of this Agreement, SESAC grants to LICENSEE the non-exclusive right and license to publicly perform non-dramatic renditions of all of the musical compositions for which SESAC is authorized to license the public performance right (the "Compositions") solely on the Premises.

2. LIMITATIONS OF RIGHTS

- A. Except as specifically described in Paragraph 1, above, nothing contained herein shall be construed as permitting LICENSEE to publicly perform, transmit, re-transmit or reproduce any Composition by any means, medium, method, device or process now or hereafter known, or as permitting LICENSEE to grant any such right to others.
- B. The rights granted pursuant to Paragraph 1, above, shall exclude "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).
- C. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions: (i) which are part of a background music service originating from any location, including the Premises, which performances are authorized by SESAC pursuant to a separate license agreement, regardless of the means by which such performances are transmitted on or to the Premises, and/or (ii) by coin-operated phonorecord players ("jukeboxes"), as defined in 17 U.S.C. § 116.
- D. The authorization provided in this Agreement shall be limited to public performances made in the United States of America, its territories, possessions and the Commonwealth of Puerto Rico.

3. LICENSE FEE

- A. In consideration of the rights granted herein, LICENSEE shall pay to SESAC an annual license fee (each, a "License Fee") for each calendar year during the Term (each, a "License Fee Period") in accordance with Schedule "A," which is attached hereto and incorporated herein.
- B. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, upon notice to LICENSEE, to make changes to Schedule "A." In such event, LICENSEE shall have the right to terminate this Agreement as of the date such change(s) are to take effect, provided that LICENSEE gives notice to SESAC of such termination specifically referencing this Paragraph, not later than thirty (30) days after SESAC notifies LICENSEE of such change(s). For the avoidance of doubt, annual rate adjustments made pursuant to Paragraph 3.E below shall not be considered a change to Schedule "A."
- C. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, but not the obligation, to verify through independent sources any information required to be reported by LICENSEE pursuant to Schedule "A," and SESAC may adjust the License Fee(s) as may be appropriate based on information obtained from such sources.
- D. In the event SESAC is determined by any taxing authority or court 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 to LICENSEE therefor, for any such tax derived from receipts received from LICENSEE.
- E. Effective each January 1 following the Effective Date, the rates set forth in the Fee Schedule, including the Minimum License Fee and the Maximum License Fee, shall be increased by an amount equal to the percent increase in the Consumer Price Index – All Urban Consumers (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, between the most recent October and the preceding October or five percent (5%), whichever amount is greater.

4. BREACH AND CURE; LATE PAYMENT CHARGE

A. In the event LICENSEE is in default or breach of any provision of this Agreement, including failure to make any payment when due hereunder, and LICENSEE has not cured such default or breach within thirty (30) days following SESAC's notice to LICENSEE thereof, then SESAC shall have the right to terminate this Agreement in addition to pursuing any and all other rights and/or remedies.

B. 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. SESAC shall also have the right to impose a charge of \$35.00 for each dishonored check or other form of payment. In the event SESAC incurs any expenses in connection with the collection of any amounts past due to SESAC hereunder, including but not limited to attorney's fees, LICENSEE shall be responsible for promptly paying such amounts to SESAC.

5. INTENTIONALLY OMITTED

6. TERM OF LICENSE

A. The term of this Agreement shall be for an initial period that commences on the Effective Date and continues for a period of twelve (12) calendar months (the "Initial Period"). Thereafter, this Agreement shall automatically continue in full force and effect for successive additional periods of twelve (12) calendar months (each, a "Renewal Period"). Either party may terminate this Agreement effective as of the last day of the Initial Period or as of the last day of any Renewal Period, upon advance notice to the other party specifically referencing this Paragraph at least thirty (30) days prior to the commencement of the upcoming Renewal Period. The Initial Period and any Renewal Period(s) shall be 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 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' notice to LICENSEE 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 results in substantial interference in SESAC's operation or a substantial increase in the cost of conducting its business.

7. MISCELLANEOUS

A. 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 subject matter hereof. If any part of this Agreement is determined 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.

B. SESAC shall have the right, upon notice to LICENSEE, to withdraw from the scope of this Agreement the right to publicly perform any Composition (or collection of Compositions) 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 (or collection of Compositions).

C. This Agreement shall not be assignable by LICENSEE without SESAC's prior written permission. Subject to the preceding sentence, this Agreement shall be binding upon and inure to the benefit of SESAC's and LICENSEE's successors and assigns, but no assignment shall relieve SESAC or LICENSEE of its respective obligations under this Agreement. LICENSEE shall notify SESAC within thirty (30) days of any change of ownership or control of LICENSEE's operations.

D. This Agreement shall not be valid until executed by an authorized signatory of SESAC. This Agreement has been read and is understood by both parties and contains their entire understanding with regard to the subject matter hereof. No waiver, addition or modification shall be valid unless in writing, executed with the same formality as this Agreement.

E. All notices required or permitted herein shall be in writing and deemed given to the other party hereto when sent to an address for such party set forth in this Agreement or such other address as such party may designate by written notice.

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

_____.
(please insert today's date)

LICENSEE

SESAC

By: _____
(Signature)

By: _____
(Signature)

(Type or Print Name)

(Type or Print Name)

Title: _____

Title: _____

Schedule "A" TO THE SESAC STADIUM, ARENA and CONVENTION CENTER PERFORMANCE LICENSE

1. FEE SCHEDULE/LICENSE FEE CALCULATION.

The License Fee for each License Fee Period shall be calculated by applying to the Fee Schedule (the current version of which is set forth below) the Maximum Seating Capacity of the Premises; and shall be no less than the Minimum License Fee nor more than the Maximum License Fee during such License Fee Period.

2017 Fee Schedule for Calendar Year

**Annual License Fee = Maximum Seating Capacity x \$ 0.1586
(Minimum License Fee \$158; Maximum License Fee \$2,879)**

2. LICENSE FEE PAYMENT.

Upon the execution of this Agreement, LICENSEE shall pay to SESAC the License Fee for the initial License Fee Period which amount shall be prorated (if applicable) to reflect payment for the period from the Effective Date through the end of such License Fee Period. The License Fee for each License Fee Period thereafter shall be submitted to SESAC on or before the commencement of such License Fee Period.

3. REPORTING.

A. Upon the execution of this Agreement, LICENSEE shall provide SESAC with a completed license fee report in the form set forth on Schedule "B" (each, a "License Fee Report"), which is attached hereto and incorporated herein. Said License Fee Report shall contain the Maximum Seating Capacity of the Premises as of the Effective Date.

B. On or before each December 1 following the Effective Date, LICENSEE shall provide SESAC with an updated License Fee Report containing the Maximum Seating Capacity of the Premises as of the preceding November 1; provided, however, LICENSEE shall not be required under this Paragraph 3.B to submit any License Fee Report which would contain solely the same information as the most recently submitted License Fee Report.

C. All reports under this Agreement shall be submitted by LICENSEE, by electronic means if possible, in Excel or similar format if applicable, to reporting@sesac.com, or by regular mail addressed to:

SESAC
Attn: Licensing Administration
35 Music Square East
Nashville, TN 37203

D. **CERTIFICATION.** LICENSEE represents and warrants that all information which has been, or which will be, provided by LICENSEE pursuant to this Schedule "A" to be complete, true and accurate.

4. DEFINITIONS.

"Maximum Seating Capacity" shall mean the maximum number of seats that may be configured at the Premises. If the Premises is not configured for seats, Maximum Seating Capacity shall mean the maximum room capacity permitted by local ordinance.

**SCHEDULE "B" TO THE SESAC STADIUM, ARENA and CONVENTION CENTER
PERFORMANCE LICENSE**

A.	Location Name/Address	
B.	Maximum Seating Capacity	
C.	Information Applicable as of What Date?	

SESAC MUSIC PERFORMANCE LICENSE FOR SHOPPING CENTERS/MALLS

This License Agreement, including any attached and referenced Schedules (the "Agreement"), is made in New York by and between SESAC LLC ("SESAC"), a Delaware limited liability company, with offices at 35 Music Square East, Nashville, TN 37203, and

LICENSEE Information			
("LICENSEE")			
<i>(Legal Entity Name)</i>			
Business Entity(select one): <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other: _____			
<i>(State of Incorporation, if applicable)</i>		<i>(Taxpayer ID #)</i>	
<i>(Street Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
<i>(Telephone #)</i>	<i>(Fax #)</i>	<i>(Email)</i>	
Billing Information			
<input type="checkbox"/> Same as LICENSEE Information			
<i>(Street Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
<i>(Telephone #)</i>	<i>(Fax #)</i>	<i>(Email)</i>	

The shopping center(s)/mall(s) which are owned by LICENSEE and listed on Schedule "A" pursuant to the terms of this Agreement are referred to herein as the "Licensed Premises." Schedule "A" is attached hereto and incorporated herein.

SESAC and LICENSEE hereby mutually agree as follows:

1. GRANT OF RIGHTS

Effective as of _____ **1, 20**_____ (the "Effective Date"), and subject to the terms and conditions of this Agreement, SESAC grants to LICENSEE the non-exclusive right and license to publicly perform non-dramatic renditions of all of the musical compositions for which SESAC is authorized to license the public performance right (the "Compositions") solely on the Licensed Premises.

2. LIMITATIONS OF RIGHTS

- A. Except as specifically described in Paragraph 1, above, nothing contained herein shall be construed as permitting LICENSEE to publicly perform, transmit, re-transmit or reproduce any Composition by any means, medium, method, device or process now or hereafter known, or as permitting LICENSEE to grant any such right to others.
- B. The rights granted pursuant to Paragraph 1, above, shall exclude "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).
- C. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions: (i) which are part of a background music service originating from any location, including a Licensed Premises, which performances are authorized by SESAC pursuant to a separate license agreement, regardless of the means by which such performances are transmitted on or to such Licensed Premises, and/or (ii) by coin-operated phonorecord players ("jukeboxes"), as defined in 17 U.S.C. § 116.
- D. The authorization provided in this Agreement shall be limited to public performances made in the United States of America, its territories, possessions and the Commonwealth of Puerto Rico.
- E. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions on those portions of a Licensed Premises which are operated by a third party (e.g., retail stores, restaurants).

3. LICENSE FEE

- A. In consideration of the rights granted herein, LICENSEE shall pay to SESAC an annual license fee (each, a "License Fee") for each calendar year during the Term (each, a "License Fee Period") in accordance with Schedule "B," which is attached hereto and incorporated herein.
- B. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, upon notice to LICENSEE, to make changes to Schedule "B." In such event, LICENSEE shall have the right to terminate this Agreement as of the date such change(s) are to take effect, provided that LICENSEE gives notice to SESAC of such termination specifically referencing this Paragraph, not later than thirty (30) days after SESAC notifies LICENSEE of such change(s). For the avoidance of doubt, annual rate adjustments made pursuant to Paragraph 3.E below shall not be considered a change to Schedule "B."
- C. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, but not the obligation, to verify through independent sources any information required to be reported by LICENSEE pursuant to Schedule "B," and SESAC may adjust the License Fee(s) as may be appropriate based on information obtained from such sources.
- D. In the event SESAC is determined by any taxing authority or court 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 to LICENSEE therefor, for any such tax derived from receipts received from LICENSEE.
- E. Effective each January 1 following the Effective Date, the rates set forth in the Fee Schedule shall be increased by an amount equal to the percent increase in the Consumer Price Index – All Urban Consumers (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, between the most recent October and the preceding October or five percent (5%), whichever amount is greater.

4. BREACH AND CURE; LATE PAYMENT CHARGE

A. In the event LICENSEE is in default or breach of any provision of this Agreement, including failure to make any payment when due hereunder, and LICENSEE has not cured such default or breach within thirty (30) days following SESAC's notice to LICENSEE thereof, then SESAC shall have the right to terminate this Agreement in addition to pursuing any and all other rights and/or remedies.

B. 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. SESAC shall also have the right to impose a charge of \$35.00 for each dishonored check or other form of payment. In the event SESAC incurs any expenses in connection with the collection of any amounts past due to SESAC hereunder, including but not limited to attorney's fees, LICENSEE shall be responsible for promptly paying such amounts to SESAC.

5. INTENTIONALLY OMITTED

6. TERM OF LICENSE

A. The term of this Agreement shall be for an initial period that commences on the Effective Date and continues for a period of twelve (12) calendar months (the "Initial Period"). Thereafter, this Agreement shall automatically continue in full force and effect for successive additional periods of twelve (12) calendar months (each, a "Renewal Period"). Either party may terminate this Agreement effective as of the last day of the Initial Period or as of the last day of any Renewal Period, upon advance notice to the other party specifically referencing this Paragraph at least thirty (30) days prior to the commencement of the upcoming Renewal Period. The Initial Period and any Renewal Period(s) shall be 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 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' notice to LICENSEE 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 results in substantial interference in SESAC's operation or a substantial increase in the cost of conducting its business.

7. MISCELLANEOUS

A. 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 subject matter hereof. If any part of this Agreement is determined 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.

B. SESAC shall have the right, upon notice to LICENSEE, to withdraw from the scope of this Agreement the right to publicly perform any Composition (or collection of Compositions) 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 (or collection of Compositions).

C. This Agreement shall not be assignable by LICENSEE without SESAC's prior written permission. Subject to the preceding sentence, this Agreement shall be binding upon and inure to the benefit of SESAC's and LICENSEE's successors and assigns, but no assignment shall relieve SESAC or LICENSEE of its respective obligations under this Agreement. LICENSEE shall notify SESAC within thirty (30) days of any change of ownership or control of LICENSEE's operations.

D. This Agreement shall not be valid until executed by an authorized signatory of SESAC. This Agreement has been read and is understood by both parties and contains their entire understanding with regard to the subject matter hereof. No waiver, addition or modification shall be valid unless in writing, executed with the same formality as this Agreement.

E. All notices required or permitted herein shall be in writing and deemed given to the other party hereto when sent to an address for such party set forth in this Agreement or such other address as such party may designate by written notice.

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

_____.
(please insert today's date)

LICENSEE

SESAC

By: _____
(Signature)

By: _____
(Signature)

(Type or Print Name)

(Type or Print Name)

Title: _____

Title: _____

Schedule "B" to the SESAC Music Performance License for Shopping Centers/Malls

1. FEE SCHEDULE/LICENSE FEE CALCULATION.

A. The License Fee for each License Fee Period shall be the sum of the Premises License Fees for each Licensed Premises less any discount to which LICENSEE is entitled pursuant to Paragraph 2.C below; and shall be determined using the most recently submitted License Fee Report. The "Premises License Fee" for a Licensed Premises shall be calculated by applying to the Fee Schedule (the most current version of which is set forth below) the gross leasable area ("GLA") of such Licensed Premises.

Annual Fee Schedule for January 1, 2017-December 31, 2017

GLA 300,000 sq. ft. or less	\$566 per location
GLA 300,001 to 600,000 sq. ft.	\$758 per location
GLA 600,001 to 999,999 sq. ft.	\$952 per location
GLA 1,000,000 sq. ft. or more	\$1,148 per location

2. LICENSE FEE PAYMENT.

A. Upon the execution of this Agreement, LICENSEE shall make an initial License Fee payment equal to the License Fee for the initial License Fee Period, prorated (if applicable) to reflect payment for the period from the Effective Date through the end of the initial billing period (as set forth in Paragraph 2.B, below) during the Term.

B. LICENSEE shall make subsequent License Fee payments equal to the License Fee for the License Fee Period concerned, prorated (if applicable) to reflect the billing period concerned (as selected below – if no selection is made, Paragraph 2.B.(a) shall apply), as follows:

_____ (a) annually in one (1) payment, on or before January 1 of a particular calendar year, for the billing period of January 1 through December 31 of such year; or

_____ (b) semi-annually in two (2) equal installments on or before January 1 of a particular calendar year, for the billing period of January 1 through June 30 of such year; and on or before July 1 of such year, for the billing period of July 1 through December 31 of such year.

C. **Discounts for Groups of 6 or More.** For License Fee Periods in which there are 6 or more Licensed Premises listed on Schedule "A," the following discounts shall apply:

6 to 25 Licensed Premises – 6%
26 to 50 Licensed Premises – 9%
51 or more Licensed Premises – 12%

3. REPORTING.

A. Upon the execution of this Agreement, LICENSEE shall provide SESAC with a report (each, a "License Fee Report") identifying each Licensed Premises and the GLA of each such Licensed Premises as of the Effective Date. Each such Licensed Premises will be deemed listed on Schedule "A."

B. On or before each December 1 following the Effective Date, LICENSEE shall submit an updated License Fee Report identifying each Licensed Premises and the GLA of each such Licensed Premises as of the preceding November 1; and, upon SESAC's receipt of such License Fee Report, Schedule "A" shall be deemed amended accordingly. Notwithstanding the foregoing, LICENSEE shall not be required under this Paragraph 3.B to submit any License Fee Report which would contain solely the same information as the most recently submitted License Fee Report.

C. All reports under this Agreement shall be submitted by LICENSEE, by electronic means if possible, in Excel or similar format if applicable, to reporting@sesac.com, or by regular mail addressed to:

SESAC
35 Music Square East
Nashville, TN 37203

D. **CERTIFICATION.** LICENSEE represents and warrants that all information which has been, or which will be, provided by LICENSEE pursuant to this Schedule "B" to be complete, true and accurate.

SESAC MUSIC PERFORMANCE LICENSE FOR SKATING RINKS

This License Agreement, including any attached and referenced Schedules (the "Agreement"), is made in New York by and between SESAC LLC ("SESAC"), a Delaware limited liability company, with offices at 35 Music Square East, Nashville, TN 37203, and

LICENSEE Information			
("LICENSEE")			
<i>(Legal Entity Name)</i>			
Business Entity(select one): <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other: _____			
<i>(State of Incorporation, if applicable)</i>		<i>(Taxpayer ID #)</i>	
<i>(Street Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
<i>(Telephone #)</i>	<i>(Fax #)</i>	<i>(Email)</i>	
Billing Information			
<input type="checkbox"/> Same as LICENSEE Information			
<i>(Street Address)</i>		<i>(City)</i>	
<i>(Telephone #)</i>		<i>(Fax #)</i>	
<i>(State)</i>		<i>(Zip)</i>	
<i>(Email)</i>			

Each skating rink owned and operated by LICENSEE and identified on Schedule "A" pursuant to the terms of this Agreement is referred to herein as a "Licensed Premises." Schedule "A" is attached hereto and incorporated herein.

SESAC and LICENSEE hereby mutually agree as follows:

1. GRANT OF RIGHTS

Effective as of _____ **1, 20**_____ (the "Effective Date"), and subject to the terms and conditions of this Agreement, SESAC grants to LICENSEE the non-exclusive right and license to publicly perform non-dramatic renditions of all of the musical compositions for which SESAC is authorized to license the public performance right (the "Compositions") solely on the Licensed Premises.

2. LIMITATIONS OF RIGHTS

- A. Except as specifically described in Paragraph 1, above, nothing contained herein shall be construed as permitting LICENSEE to publicly perform, transmit, re-transmit or reproduce any Composition by any means, medium, method, device or process now or hereafter known, or as permitting LICENSEE to grant any such right to others.
- B. The rights granted pursuant to Paragraph 1, above, shall exclude "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).
- C. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions: (i) which are part of a background music service originating from any location, including a Licensed Premises, which performances are authorized by SESAC pursuant to a separate license agreement, regardless of the means by which such performances are transmitted on or to such Licensed Premises, and/or (ii) by coin-operated phonorecord players ("jukeboxes"), as defined in 17 U.S.C. § 116.
- D. The authorization provided in this Agreement shall be limited to public performances made in the United States of America, its territories, possessions and the Commonwealth of Puerto Rico.

3. LICENSE FEE

- A. In consideration of the rights granted herein, LICENSEE shall pay to SESAC an annual license fee (each, a "License Fee") for each calendar year during the Term (each, a "License Fee Period") in accordance with Schedule "B," which is attached hereto and incorporated herein.
- B. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, upon notice to LICENSEE, to make changes to Schedule "B." In such event, LICENSEE shall have the right to terminate this Agreement as of the date such change(s) are to take effect, provided that LICENSEE gives notice to SESAC of such termination specifically referencing this Paragraph, not later than thirty (30) days after SESAC notifies LICENSEE of such change(s). For the avoidance of doubt, annual rate adjustments made pursuant to Paragraph 3.E below shall not be considered a change to Schedule "B."
- C. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, but not the obligation, to verify through independent sources any information required to be reported by LICENSEE pursuant to Schedule "B," and SESAC may adjust the License Fee(s) as may be appropriate based on information obtained from such sources.
- D. In the event SESAC is determined by any taxing authority or court 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 to LICENSEE therefor, for any such tax derived from receipts received from LICENSEE.
- E. Effective each January 1 following the Effective Date, the rates set forth in the Fee Schedule shall be increased by an amount equal to the percent increase in the Consumer Price Index – All Urban Consumers (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, between the most recent October and the preceding October or five percent (5%), whichever amount is greater.

4. BREACH AND CURE; LATE PAYMENT CHARGE

- A. In the event LICENSEE is in default or breach of any provision of this Agreement, including failure to make any payment when due hereunder, and LICENSEE has not cured such default or breach within thirty (30) days following SESAC's notice to LICENSEE thereof, then SESAC shall have the right to terminate this Agreement in addition to pursuing any and all other rights and/or remedies.

B. 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. SESAC shall also have the right to impose a charge of \$35.00 for each dishonored check or other form of payment. In the event SESAC incurs any expenses in connection with the collection of any amounts past due to SESAC hereunder, including but not limited to attorney's fees, LICENSEE shall be responsible for promptly paying such amounts to SESAC.

5. VERIFICATION

A. LICENSEE agrees to maintain all necessary information in its books and records to allow SESAC to verify LICENSEE's reports, payments, statements and computations required by this Agreement. SESAC shall have the right, on at least ten (10) days prior written notice, to examine LICENSEE's books and records during customary business hours to such extent as may be necessary to verify any and all reports, payments, statements and computations made or required hereunder. In connection with such an examination, LICENSEE agrees to furnish all pertinent books and records, including electronic records in industry standard format, to SESAC's authorized representatives. Such books and records shall be kept by LICENSEE for at least three (3) years following any termination of this Agreement.

B. In the event an examination reveals that LICENSEE has underpaid any License Fee due SESAC, LICENSEE shall submit the additional amount due within forty-five (45) days from SESAC's written request for such payment. Should such an examination reveal that LICENSEE has underpaid SESAC any License Fee by five percent (5%) or more, LICENSEE shall pay the reasonable costs and expenses of the examination, including travel expenses.

C. SESAC's rights and LICENSEE's obligations arising from this Paragraph 5 shall survive any termination of this Agreement. SESAC agrees that any non-public information discovered by SESAC as part of any examination instituted under this Paragraph 5 shall be treated as confidential and shall not be disclosed to any third party (other than SESAC's attorneys, accountants and other professional advisors) without LICENSEE's prior written consent, except as may be required by law. SESAC's exercise of any rights under this provision shall not prejudice any of SESAC's other rights or remedies, including the right to dispute any amounts owed to SESAC under this Agreement.

6. TERM OF LICENSE

A. The term of this Agreement shall be for an initial period that commences on the Effective Date and continues for a period of twelve (12) calendar months (the "Initial Period"). Thereafter, this Agreement shall automatically continue in full force and effect for successive additional periods of twelve (12) calendar months (each, a "Renewal Period"). Either party may terminate this Agreement effective as of the last day of the Initial Period or as of the last day of any Renewal Period, upon advance notice to the other party specifically referencing this Paragraph at least thirty (30) days prior to the commencement of the upcoming Renewal Period. The Initial Period and any Renewal Period(s) shall be 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 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' notice to LICENSEE 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 results in substantial interference in SESAC's operation or a substantial increase in the cost of conducting its business.

7. MISCELLANEOUS

A. 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 subject matter hereof. If any part of this Agreement is determined 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.

B. SESAC shall have the right, upon notice to LICENSEE, to withdraw from the scope of this Agreement the right to publicly perform any Composition (or collection of Compositions) 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 (or collection of Compositions).

C. This Agreement shall not be assignable by LICENSEE without SESAC's prior written permission. Subject to the preceding sentence, this Agreement shall be binding upon and inure to the benefit of SESAC's and LICENSEE's successors and assigns, but no assignment shall relieve SESAC or LICENSEE of its respective obligations under this Agreement. LICENSEE shall notify SESAC within thirty (30) days of any change of ownership or control of LICENSEE's operations.

D. This Agreement shall not be valid until executed by an authorized signatory of SESAC. This Agreement has been read and is understood by both parties and contains their entire understanding with regard to the subject matter hereof. No waiver, addition or modification shall be valid unless in writing, executed with the same formality as this Agreement.

E. All notices required or permitted herein shall be in writing and deemed given to the other party hereto when sent to an address for such party set forth in this Agreement or such other address as such party may designate by written notice.

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

_____.

(please insert today's date)

LICENSEE

SESAC

By: _____
(Signature)

By: _____
(Signature)

(Type or Print Name)

(Type or Print Name)

Title: _____

Title: _____

Schedule "B" to the SESAC Music Performance License for Skating Rinks

1. FEE SCHEDULE/LICENSE FEE CALCULATION.

A. The License Fee for each License Fee Period shall equal the sum of the Premises License Fees for each Licensed Premises, and shall be calculated using the most recently submitted License Fee Report.

B. The "Premises License Fee" for a Licensed Premises during a License Fee Period shall be determined by applying to the Fee Schedule (the most current version of which is set forth below): (i) the number of months that the Licensed Premises is open for business during such License Fee Period ("Months Open") and (ii) the maximum number of days and/or nights that the License Premises is open for business per week during the Months Open ("Days/Nights Open Per Week").

2017 Annual License Fee Schedule

<u>Days/Nights Open Per Week</u>	<u>9-12 Months Open</u>	<u>Less Than 9 but Greater Than 4 months Open</u>	<u>4 or Less Months Open Per Year</u>
<u>4 or Greater</u>	\$709.00	\$526.00	\$357.00
<u>3 or Less</u>	\$477.00	\$357.00	\$236.00

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

2. LICENSE FEE PAYMENT.

A. Upon the execution of this Agreement, LICENSEE shall make an initial License Fee payment equal to the License Fee for the initial License Fee Period, prorated (if applicable) to reflect payment for the period from the Effective Date through the end of the initial billing period (as set forth in Paragraph 2.B, below) during the Term.

B. LICENSEE shall make subsequent License Fee payments equal to the License Fee for the License Fee Period concerned, prorated (if applicable) to reflect the billing period concerned (as selected below – if no selection is made, Paragraph 2.B.(a) shall apply), as follows:

_____ (a) annually in one (1) payment, on or before January 1 of a particular calendar year, for the billing period of January 1 through December 31 of such year; or

_____ (b) semi-annually in two (2) equal installments on or before January 1 of a particular calendar year, for the billing period of January 1 through June 30 of such year; and on or before July 1 of such year, for the billing period of July 1 through December 31 of such year.

3. REPORTING.

A. Upon the execution of this Agreement, LICENSEE shall provide to SESAC a completed license fee report in the form set forth on Schedule "A," (each, a "License Fee Report") which is attached hereto and incorporated herein. Said License Fee Report shall identify (by name and address) each Licensed Premises as of the Effective Date and the Months Open and Days/Nights Open Per Week for each such Licensed Premises during the initial License Fee Period. Each such Licensed Premises will be included on Schedule "A."

B. On or before each December 1 following the Effective Date, LICENSEE shall provide SESAC with an updated License Fee Report identifying each Licensed Premises (by name and address) as of the preceding November 1 and the Months Open and Days/Nights Open Per Week for each such Licensed Premises during the ensuing License Fee Period; and each additional Licensed Premises shall be deemed added to Schedule "A." Notwithstanding the foregoing, LICENSEE shall not be required to submit any License Fee Report which would solely contain the same information as the most recently submitted License Fee Report.

C. All reports under this Agreement shall be submitted by LICENSEE, by electronic means if possible, in Excel or similar format if applicable, to reporting@sesac.com, or by regular mail addressed to:

SESAC
35 Music Square East
Nashville, TN 37203

D. **CERTIFICATION.** LICENSEE represents and warrants that all information which has been, or which will be, provided by LICENSEE pursuant to this Schedule "B" to be complete, true and accurate.

SESAC PERFORMANCE LICENSE FOR THEME, AMUSEMENT, AND WATER PARKS

This License Agreement, including any attached and referenced Schedules (the "Agreement"), is made in New York by and between SESAC LLC ("SESAC"), a Delaware limited liability company, with offices at 35 Music Square East, Nashville, TN 37203, and

LICENSEE Information			
("LICENSEE")			
<i>(Legal Entity Name)</i>			
Business Entity(select one): <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other: _____			
<i>(State of Incorporation, if applicable)</i>		<i>(Taxpayer ID #)</i>	
<i>(Street Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
<i>(Telephone #)</i>	<i>(Fax #)</i>	<i>(Email)</i>	
Licensed Location Information			
<input type="checkbox"/> Same as LICENSEE Information			
<i>(Establishment Name)</i>			
<i>(Street Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
<i>(Telephone #)</i>	<i>(Fax #)</i>	<i>(Email)</i>	
<i>(Universal Resource Locator ("URL"))</i>			
Billing Information			
<input type="checkbox"/> Same as LICENSEE Information			
<i>(Street Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
<i>(Telephone #)</i>	<i>(Fax #)</i>	<i>(Email)</i>	

The theme, amusement or water park for which the above supplied information applies is referred to herein as the "Premises."

1. GRANT OF RIGHTS

Effective as of _____ **1, 20** (the "Effective Date"), and subject to the terms and conditions of this Agreement, SESAC grants to LICENSEE the non-exclusive right and license to publicly perform non-dramatic renditions of all of the musical compositions for which SESAC is authorized to license the public performance right (the "Compositions") solely on the Premises.

2. LIMITATIONS OF RIGHTS

- A. Except as specifically described in Paragraph 1, above, nothing contained herein shall be construed as permitting LICENSEE to publicly perform, transmit, re-transmit or reproduce any Composition by any means, medium, method, device or process now or hereafter known, or as permitting LICENSEE to grant any such right to others.
- B. The rights granted pursuant to Paragraph 1, above, shall exclude "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).
- C. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions: (i) which are part of a background music service originating from any location, including the Premises, which performances are authorized by SESAC pursuant to a separate license agreement, regardless of the means by which such performances are transmitted on or to the Premises, and/or (ii) by coin-operated phonorecord players ("jukeboxes"), as defined in 17 U.S.C. § 116.
- D. The authorization provided in this Agreement shall be limited to public performances made in the United States of America, its territories, possessions and the Commonwealth of Puerto Rico.

3. LICENSE FEE

- A. In consideration of the rights granted herein, LICENSEE shall pay to SESAC an annual license fee (each, a "License Fee") for each calendar year during the Term (each, a "License Fee Period") in accordance with Schedule "A," which is attached hereto and incorporated herein.
- B. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, upon notice to LICENSEE, to make changes to Schedule "A." In such event, LICENSEE shall have the right to terminate this Agreement as of the date such change(s) are to take effect, provided that LICENSEE gives notice to SESAC of such termination specifically referencing this Paragraph, not later than thirty (30) days after SESAC notifies LICENSEE of such change(s). For the avoidance of doubt, annual rate adjustments made pursuant to Paragraph 3.E below shall not be considered a change to Schedule "A."
- C. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, but not the obligation, to verify through independent sources any information required to be reported by LICENSEE pursuant to Schedule "A," and SESAC may adjust the License Fee(s) as may be appropriate based on information obtained from such sources.
- D. In the event SESAC is determined by any taxing authority or court 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 to LICENSEE therefor, for any such tax derived from receipts received from LICENSEE.
- E. Effective January 1, 2018 and each January 1 during the Term thereafter, the rates set forth in the Fee Schedule shall be increased by an amount equal to the percent increase in the Consumer Price Index – All Urban Consumers (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, between the most recent October and the preceding October or five percent (5%), whichever amount is greater.

4. BREACH AND CURE; LATE PAYMENT CHARGE

A. In the event LICENSEE is in default or breach of any provision of this Agreement, including failure to make any payment when due hereunder, and LICENSEE has not cured such default or breach within thirty (30) days following SESAC's notice to LICENSEE thereof, then SESAC shall have the right to terminate this Agreement in addition to pursuing any and all other rights and/or remedies.

B. 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. SESAC shall also have the right to impose a charge of \$35.00 for each dishonored check or other form of payment. In the event SESAC incurs any expenses in connection with the collection of any amounts past due to SESAC hereunder, including but not limited to attorney's fees, LICENSEE shall be responsible for promptly paying such amounts to SESAC.

5. INTENTIONALLY OMITTED

6. TERM OF LICENSE

A. The term of this Agreement shall be for an initial period that commences on the Effective Date and continues for a period of twelve (12) calendar months (the "Initial Period"). Thereafter, this Agreement shall automatically continue in full force and effect for successive additional periods of twelve (12) calendar months (each, a "Renewal Period"). Either party may terminate this Agreement effective as of the last day of the Initial Period or as of the last day of any Renewal Period, upon advance notice to the other party specifically referencing this Paragraph at least thirty (30) days prior to the commencement of the upcoming Renewal Period. The Initial Period and any Renewal Period(s) shall be 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 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' notice to LICENSEE 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 results in substantial interference in SESAC's operation or a substantial increase in the cost of conducting its business.

7. MISCELLANEOUS

A. 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 subject matter hereof. If any part of this Agreement is determined 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.

B. SESAC shall have the right, upon notice to LICENSEE, to withdraw from the scope of this Agreement the right to publicly perform any Composition (or collection of Compositions) 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 (or collection of Compositions).

C. This Agreement shall not be assignable by LICENSEE without SESAC's prior written permission. Subject to the preceding sentence, this Agreement shall be binding upon and inure to the benefit of SESAC's and LICENSEE's successors and assigns, but no assignment shall relieve SESAC or LICENSEE of its respective obligations under this Agreement. LICENSEE shall notify SESAC within thirty (30) days of any change of ownership or control of LICENSEE's operations.

D. This Agreement shall not be valid until executed by an authorized signatory of SESAC. This Agreement has been read and is understood by both parties and contains their entire understanding with regard to the subject matter hereof. No waiver, addition or modification shall be valid unless in writing, executed with the same formality as this Agreement.

E. All notices required or permitted herein shall be in writing and deemed given to the other party hereto when sent to an address for such party set forth in this Agreement or such other address as such party may designate by written notice.

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

_____.

(please insert today's date)

LICENSEE

SESAC

By: _____
(Signature)

By: _____
(Signature)

(Type or Print Name)

(Type or Print Name)

Title: _____

Title: _____

Schedule "A" TO THE SESAC PERFORMANCE LICENSE FOR THEME, AMUSEMENT, AND WATER PARKS

1. FEE SCHEDULE/LICENSE FEE CALCULATION.

The License Fee for each License Fee Period shall: (a) be determined using the Fee Schedule (the current version of which is set forth below) and the most recently submitted License Fee Report and (b) equal the greater of: (i) the then-current Minimum Annual License Fee and (ii) the then-current Attendance Multiplier times the attendance at the Premises during the applicable Reporting Period.

2015-2017 Annual License Fee Schedule

<u>2015 Attendant Multiplier</u>	<u>0.0025</u>
<u>2015 Minimum Annual License Fee</u>	<u>\$184</u>
<u>2016 Attendant Multiplier</u>	<u>0.0035</u>
<u>2016 Minimum Annual License Fee</u>	<u>\$258</u>
<u>2017 Attendant Multiplier</u>	<u>0.0045</u>
<u>2017 Minimum Annual License Fee</u>	<u>\$334</u>

2. LICENSE FEE PAYMENT.

Upon the execution of this Agreement, LICENSEE shall pay to SESAC the License Fee for the initial License Fee Period which amount shall be prorated (if applicable) to reflect payment for the period from the Effective Date through the end of such License Fee Period. The License Fee for each License Fee Period thereafter shall be submitted to SESAC on or before February 15th of such License Fee Period.

3. REPORTING.

A. Upon the execution of this Agreement, LICENSEE shall provide SESAC with a completed license fee report in the form set forth on Schedule "B" (each, a "License Fee Report"), which is attached hereto and incorporated herein. Said License Fee Report shall contain the attendance at the Premises during the initial Reporting Period.

B. On or before each February 15th following the Effective Date, LICENSEE shall provide SESAC with an updated License Fee Report containing the attendance at the Premises during the applicable Reporting Period; provided, however, LICENSEE shall not be required under this Paragraph 3.B to submit any License Fee Report which would contain solely the same information as the most recently submitted License Fee Report.

C. All reports under this Agreement shall be submitted by LICENSEE, by electronic means if possible, in Excel or similar format if applicable, to reporting@sesac.com, or by regular mail addressed to:

SESAC
Attn: Licensing Administration
35 Music Square East
Nashville, TN 37203

D. **CERTIFICATION.** LICENSEE represents and warrants that all information which has been, or which will be, provided by LICENSEE pursuant to this Schedule "A" to be complete, true and accurate.

4. DEFINITIONS.

"Reporting Period" means the calendar year preceding the date that the applicable License Fee Report is due; provided, however, in the event that the Premises has not been open for business during the entirety of such preceding calendar year, LICENSEE's good faith estimation of attendance during the current License Fee Period shall be used.

**SCHEDULE "B" TO THE SESAC PERFORMANCE LICENSE FOR THEME, AMUSEMENT,
AND WATER PARKS**

A.	Location Name/Address	
B.	Attendance	
C.	Reporting Period	