

**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:

2018 Fee Schedule

<u>Event Duration Category</u>	<u>2018 Per Event Fee</u>
1-2 day Event	\$110
3-4 day Event	\$160
5-7 day Event	\$210

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.

**2018 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	\$34.26	\$57.06	\$91.35	\$74.25
101-200 seats	\$45.36	\$68.52	\$114.18	\$91.35
201-300 seats	\$57.06	\$79.92	\$136.95	\$108.45
301 seats and over	\$68.52	\$91.35	\$159.81	\$125.58

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.

2018 Fee Schedule

Annual Passenger Traffic	2018 License Fee
Under 1,000,000	\$ 720
1,000,000 – 10,000,000	\$1,079
10,000,001 – 25,000,000	\$1,440
25,000,001 – 45,000,000	\$1,802
45,000,001 and above	\$2,162

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.

2018 Fee Schedule

<u>Semi-Annual Minimum Fee</u>	<u>Per Subscriber Fee</u>
\$1,414.26	\$28.30

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.

2018 Fee Schedule	
<u>Semi-Annual Minimum Fee</u>	<u>Per Subscriber Fee</u>
\$779.86	\$15.57

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.

2018 Fee Schedule	
<u>Semi-Annual Minimum Fee</u>	<u>Per Subscriber Fee</u>
\$1,113.71	\$22.26

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, 2018 – December 31, 2018

“Minimum License Fee”	“Number of Events”	“Occupancy Multiplier”
\$353.00	25 or fewer	1.41
	26 – 50	2.12
	51 – 150	2.82
	151 or more	3.53

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

SESAC

By: _____
(Signature)

By: _____
(Signature)

(Type or Print Name)

(Type or Print Name)

Title: _____

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, 2018 – December 31, 2018

\$19.80 per lane (the "Per Lane License Fee")
Minimum License Fee per bowling center of \$276.00

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 2018

Vehicles Having:	License Fee Per Vehicle
25 or fewer seats	\$176
26 or more seats	\$264

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 COLLEGES AND UNIVERSITIES

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 College or University 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 _____ (the "Effective Date"), SESAC grants to LICENSEE, its constituent bodies, agencies or organizations over which LICENSEE has control or authority, including but not limited to fraternities, sororities, social clubs, and other organizations located on or off LICENSEE's premises which are operated for the benefit of LICENSEE, its faculty, staff, students or alumni, the non-exclusive right and license to publicly perform non-dramatic renditions of the musical compositions, the performance rights to which SESAC controls and/or is authorized to license during the Term of this Agreement (the "Compositions") as follows:

A. On LICENSEE's "Campus." As used herein, "Campus" shall mean the grounds and buildings owned or controlled by LICENSEE, including classroom and administration buildings, auditoriums, arenas, stadiums, gymnasiums and student and faculty facilities. Campus shall also include any site located off LICENSEE's premises which is used, under the auspices of LICENSEE, by its faculty, staff, students, or alumni. As used herein, "Campus" shall specifically include transmissions of music-on-hold (as that term is commonly understood), through LICENSEE's telephone system at its premises, to persons connected to its premises by telephone.

B. By means of "Internet Transmissions," "Intranet Transmissions" and from LICENSEE's "Web Site(s)." As used herein, "Internet Transmissions" shall mean transmissions over the Internet to individuals who access such transmissions from LICENSEE's Web Site(s) and receive such transmissions, including webcasts of radio stations owned and operated by LICENSEE, via a personal computer or other device capable of receiving such transmissions. As used herein, "Intranet Transmissions" shall mean transmissions that can be accessed only through an internal computer network accessible only by faculty, staff, students and other members of LICENSEE's educational community who authenticate themselves through a secure access system and who access such transmissions via a personal computer or other device capable of receiving such transmissions. As used herein, "Web Site" shall mean an Internet computer service comprised of a series of interrelated web pages owned and/or operated by, or under the auspices of LICENSEE and accessible to the general public via the Internet.

C. By transmissions of "Locally Originated Programming," distributed or supplied by LICENSEE through the "Cable Television System." As used herein, "Locally Originated Programming" shall mean audio or audio-visual programming that is locally produced by LICENSEE, or that is inserted on behalf of LICENSEE locally or through an interconnect or otherwise originated by, for, or on the Cable Television System. Locally Originated Programming includes, but is not limited to, (a) programming on locally-originated channels programmed by the Cable Television System, including advertising and promotional materials thereon; (b) programming on public, educational and governmental ("PEG") access channels; and (c) advertising and promotional materials inserted locally or through an interconnect by or on behalf of LICENSEE into national, regional, or local cable programming services. As used herein, "Cable Television System" shall mean the cable television system, system of closed circuit distribution, multipoint microwave distribution system (MMDS), Internet, broadband, or other online service or other means of distribution which is owned and operated by LICENSEE and by which LICENSEE transmits Locally Originated Programming to LICENSEE's premises.

2. LIMITATIONS OF RIGHTS.

A. Except as provided in Paragraph 1. above, LICENSEE shall not have the right to broadcast, televise, or otherwise transmit, record, film, videotape or otherwise reproduce or capture by any means, medium, method, device or process now or hereafter known, any of the musical compositions and performances thereof licensed hereunder, nor shall LICENSEE have the right to grant to others any such right.

B. The license granted herein shall not include dramatic rights, the right to perform dramatico-musical works in whole or in part, the right to present individual Compositions in a dramatic setting or the right to use the Compositions in any other context that may constitute an exercise of the Compositions' "grand rights," as such term is commonly understood.

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

D. Campus, as used herein, shall specifically exclude any establishment, property, or activity in which LICENSEE has a commercial interest where the primary purpose of such establishment, property, or activity is not for the use of LICENSEE's students, faculty, or alumni, but rather is for purposes unrelated to LICENSEE's educational mission or community outreach.

E. Campus, as used herein, shall specifically exclude any areas of the Campus during such periods that the areas are engaged by an unrelated third party other than LICENSEE, its constituent bodies, agencies or organizations over which LICENSEE has control or authority, such as an outside concert promoter or sports team or league.

F. The license granted herein shall specifically exclude performances of the Compositions (i) which are part of a commercial background music service (e.g. Muzak), originating from any location including the Campus, regardless of the means by which such performances are transmitted on or to the Campus, or (ii) by coin-operated phonorecord players ("jukeboxes"), as defined in 17 U.S.C. § 116.

G. Web Site, as used herein, shall specifically exclude any web page that is operated by any non-commercial educational broadcast station affiliated with NPR, PBS, or CPB.

H. Cable Television System, as used herein, shall specifically exclude free over-the-air broadcast television.

I. This Agreement is limited to the United States, its territories and possessions and the Commonwealth of Puerto Rico.

J. All rights not expressly granted herein are reserved by SESAC.

3. TERM OF LICENSE.

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

B. Notwithstanding anything to the contrary contained herein, SESAC shall have the right to terminate this Agreement upon thirty (30) days written notice by reason of any law, rule, decree, or other enactment having the force of law, by any authority, whether federal, state, local, territorial or otherwise, which shall result in substantial interference in SESAC's operation or any substantial increase in the cost of conducting its business.

4. LICENSE FEE.

A. In consideration of the grant of rights herein, LICENSEE shall pay to SESAC the annual "License Fee" then in effect in accordance with the "Fee Schedule" set forth in Schedule "A" attached hereto.

B. Provided that SESAC has issued invoice statements to LICENSEE, 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 forty-five (45) days past due, unless by constitution or statute LICENSEE is exempt from any such charge whether applied directly or indirectly to LICENSEE. In the event that SESAC incurs any costs or fees in connection with the collection of any amounts past due to SESAC hereunder, then LICENSEE shall be responsible for paying such amounts to SESAC unless by constitution or statute LICENSEE is exempt from any such charge whether applied directly or indirectly to LICENSEE.

5. RIGHT OF VERIFICATION.

A. SESAC shall have the right on reasonable written notice, to examine during customary business hours, LICENSEE's books and records which pertain solely to this Agreement to such extent as may be necessary to verify any and all payments, statements, computations and reports rendered and accountings made or required hereunder. All data and information brought to SESAC's attention as a result of any examination shall be treated as confidential.

B. LICENSEE hereby agrees to furnish quarterly to SESAC copies of any existing programs prepared for distribution to the audience or for the use or information of LICENSEE or any of its departments relating to musical compositions performed under the auspices of LICENSEE.

6. INDEMNITY.

SESAC agrees to indemnify, hold harmless and defend LICENSEE from and against claims, demands or suits that may be made or brought against LICENSEE with respect to the performance under this Agreement of any of the musical works which are licensed hereunder at the time of LICENSEE's performance thereof. LICENSEE agrees to give SESAC reasonable, prompt notice of any such claim, demand or suit, to deliver to SESAC any papers pertaining thereto, and to cooperate with SESAC with respect thereto. SESAC shall have full charge of the defense of any such claim, demand or suit. This paragraph shall not apply to the performance of any works that may be restricted under Paragraph 2.C. of this Agreement.

7. CONTRACT CONSTRUCTION; MISCELLANEOUS.

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

B. In the event of any termination of this Agreement, SESAC will refund to LICENSEE any unearned License Fees paid in advance.

C. This Agreement shall not be valid until accepted and executed in the name of SESAC by its authorized signatory. No waiver, addition or modification of this Agreement shall be valid unless in writing, executed with the same formality as this instrument. 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. This Agreement shall be binding upon and inure to the benefit of the parties' legal representatives, successors, and assigns, but no assignment shall relieve the parties of their obligations under this Agreement.

D. This Agreement has been read and is understood by both parties and contains their entire understanding with regard to the subject matter. There are no representations, promises or covenants other than those contained herein. This Agreement supersedes and cancels all prior negotiations and understandings between SESAC and LICENSEE in connection with the subject matter herein as of the Effective Date. SESAC will apply any monies paid pursuant to any prior agreement for periods after the Effective Date to License Fees due hereunder.

E. Captions and titles are for the convenience of the parties and shall be given no effect in the construction or interpretation of this Agreement. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect.

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

(Please insert today's date)

LICENSEE

SESAC LLC

BY: _____
(Please sign here)

BY: _____

(Type or print name)

(Type or print name)

TITLE: _____

TITLE: _____

Schedule "A" to the SESAC Music Performance License for Colleges and Universities

I. Fee Schedule/License Fee.

A. The annual License Fee shall be calculated based upon the following:

For the period July 1, 2017 through June 30, 2018

Base License Fee	Cable Television License Fee*
\$0.1357 multiplied by the "FTE," Minimum License Fee \$268	\$0.0261 multiplied by the "FTE"

*payable only if LICENSEE has a Cable Television System

Effective each July 1 of each calendar year, the License Fee may be increased by an amount equivalent to the percent increase, if any, in the Consumer Price Index - All Urban Consumer (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, between the most recent October and the preceding October. By way of example, the C.P.I. data to be utilized for the July 1, 2018 through June 30, 2019 License Fee will be October 2018 and October 2017 with the License Fee payable on January 1, 2019.

B. As used herein, "FTE" shall mean the "full-time student equivalency" of LICENSEE as of the previous fall academic term and shall include graduate and undergraduate "full-time equivalent students" as such term is used in the Integrated Post-Secondary Education Data System (IPEDS) conducted annually by the United States Department of Education or any superseding survey conducted by the Department of Education. Such different method of conversion shall be deemed substituted in this Agreement as of the effective fall academic term.

C. Upon execution of this Agreement, LICENSEE shall provide SESAC with a completed Schedule "B" indicating the name and address of LICENSEE's educational institution(s), FTE, and Cable Television System operations as of the Effective Date. Thereafter, in the event that the name or address of LICENSEE's educational institution(s) change; in the event that the current FTE has undergone a cumulative change of ten percent (10%) or more from that reported on Schedule "B;" or if LICENSEE commences operation of a Cable Television System, or ceases operation of a Cable Television System, LICENSEE shall submit a revised Schedule "B." License Fees will be adjusted effective the following July 1. SESAC retains the right to obtain or verify these figures through independent sources and adjust the License Fee accordingly.

D. LICENSEE shall pay the initial License Fee to SESAC within forty-five (45) days of billing therefor. The initial License Fee payment shall be a pro-rated amount calculated using the then current License Fee rate(s) from the Effective Date through the end of the current billing period. Subsequent payments shall be made annually in one (1) payment on or before the first day of January, for the billing period of July 1 through June 30 of each year of the Term. SESAC will issue invoice statements to LICENSEE at least fifteen (15) days prior to the date that payments are due.

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

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>(State)</i>	<i>(Zip)</i>	
<i>(Telephone #)</i>	<i>(Fax #)</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	2018 Annual License Fee
1-250	\$42
251-500	\$111
501-1,000	\$197
1,001-5,000	\$597
5,001-10,000	\$923
10,001-15,000	\$1,115
15,001-25,000	\$1,306
25,001-40,000	\$1,498
40,001-60,000	\$1,754
60,001-100,000	\$2,011
100,001 and above	\$2,223 + \$.0207 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 (the current version of which is set forth 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 2018</u>
Under 251	\$181.00
251-350	\$245.00
351-450	\$334.00
451-550	\$431.00
551-750	\$576.00
751-1000	\$766.00
1001-1250	\$959.00
Over 1250	\$1,251.00

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

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, 2018 - December 31, 2018

<u>Number of Cabins</u>	<u>2018 Semi-Annual License Fee</u>
1 – 25	\$1,561.00
26 – 75	\$3,123.00
76 – 150	\$6,245.00
151 – 250	\$10,931.00
251 – 350	\$15,738.00
351 – 550	\$20,297.00
551 - 800	\$25,762.00
Over 800	\$31,225.00

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

4. 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>(Telephone #)</i>		<i>(Fax #)</i>	
<i>(State)</i>		<i>(Zip)</i>	
<i>(Email)</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, 2018 - December 31, 2018
\$139.00 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 EXERCISE/DANCE/YOGA INSTRUCTORS

AGREEMENT 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>	

Exercise/Dance/Yoga instruction sessions held under the auspices of the instructor for which the above supplied information applies are referred to herein as the "Premises."

SESAC and LICENSEE hereby mutually agree as follows:

1. GRANT OF RIGHTS

Effective as of _____ (the "Effective Date"), SESAC grants to LICENSEE the non-exclusive right and license to publicly perform non-dramatic renditions of all of the musical compositions for which SESAC is authorized to license the public performance right (the "Compositions"), solely on and in connection with the operation of 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 specifically 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. INTENTIONALLY LEFT BLANK

D. INTENTIONALLY LEFT BLANK

E. INTENTIONALLY LEFT BLANK

F. The rights granted pursuant to Paragraph 1, above, shall specifically exclude performances of the Compositions (i) which are part of a background music service originating from any location, including the Premises, for which SESAC performance license fees are otherwise paid, 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 (unless and to the extent otherwise expressly permitted in the Agreement).

3. LICENSE FEE

A. In consideration of the rights granted herein, LICENSEE shall pay to SESAC license fees for each billing period during the Term (each, a "License Fee") in accordance with the Schedule "A" then in effect, the current version of which is attached hereto and incorporated by this reference as if fully rewritten herein.

B. Notwithstanding anything to the contrary contained in this Agreement or Schedule "A", upon written notice to LICENSEE by United States Certified Mail, SESAC shall have the right to make changes to Schedule "A". In the event the License Fee increases as a result of any such change(s), LICENSEE shall have the right to terminate this Agreement as of the date such increase is to take effect, provided that LICENSEE gives SESAC written notice of such termination by United States Certified Mail, not later than thirty (30) days after SESAC notifies LICENSEE of such change.

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

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

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

4. BREACH AND CURE; LATE PAYMENT CHARGE

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

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 have the right to impose an additional 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, then LICENSEE shall be responsible for paying such amounts to SESAC.

5. RIGHT OF VERIFICATION

A. 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 payments, statements, computations, information, reports and accountings 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 in accordance with Generally Accepted Accounting Principles and shall be retained for at least three (3) years following any expiration or other 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, plus a finance charge on the License Fee shown due, which will be one and one-half percent (1.5%) per month from the date(s) the License Fee(s) should have been paid pursuant to this Agreement.

C. SESAC's rights and LICENSEE's obligations arising from this Paragraph 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 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 one (1) year (the "Initial Period"). Thereafter, this Agreement shall automatically continue in full force and effect for successive additional periods of one (1) year (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 written notice to the other party by United States Certified Mail 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 written notice to LICENSEE in the event LICENSEE is adjudicated bankrupt, or a petition in bankruptcy is filed with respect to LICENSEE, or LICENSEE is declared or becomes insolvent; or (ii) upon thirty (30) days written notice by reason of any law, rule, decree or other enactment having the force of law, by any authority, whether federal, state, local, territorial or otherwise, which results in substantial interference in SESAC's operation or any 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 shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect. No waiver of any breach of this Agreement shall be deemed a waiver of any preceding, continuing or succeeding breach of the same, or any other provision of this Agreement.

B. SESAC shall have the right, upon written notice, to withdraw from the scope of this Agreement the right to 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. SESAC shall have the right, upon written notice, to exclude from the Agreement any Composition (or collection of Compositions), provided that the number of Compositions excluded hereunder does not exceed ten percent (10%) of the total number of Compositions licensed herein.

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

E. This Agreement shall not be valid until accepted and executed in the name of SESAC by its authorized signatory. This Agreement has been read and is understood by both parties and contains their entire understanding with regard to the rights granted hereunder. No waiver, addition or modification shall be valid unless in writing, executed with the same formality as this instrument.

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 MUSIC PERFORMANCE LICENSE
FOR EXERCISE/DANCE/YOGA INSTRUCTORS
Schedule "A" – 2018**

1. THE AGREEMENT. Reference is made to the SESAC Music Performance License effective _____ (the "Agreement"), to which this Schedule "A" is attached. Each term that has been defined in the Agreement shall have the same meaning herein.

2. FEE SCHEDULE/LICENSE FEE CALCULATION.

The License Fee shall be based on the following:

Fee Schedule for January 1, 2018 – December 31, 2018

\$102.00

3. LICENSE FEE PAYMENT.

A. LICENSEE shall pay the initial License Fee to SESAC upon execution of this Agreement. Notwithstanding Paragraph 2 above, the initial License Fee payment shall be prorated to reflect payment for the period from the Effective Date through the end of the initial billing period during the Term.

B. LICENSEE shall submit subsequent License Fee payments annually in one (1) payment on or before the first day of January, for the billing period of January 1 through December 31 of each calendar year of the Term.

4. INTENTIONALLY LEFT BLANK

5. INTENTIONALLY LEFT BLANK

6. THIS SCHEDULE is incorporated and made part of the Agreement, and its terms shall apply as if restated fully therein.

7. CERTIFICATION. On behalf of LICENSEE and as a duly authorized employee or agent thereof, I hereby represent and warrant that all information which has been, or which will be, provided by LICENSEE pursuant to this Schedule "A" to be complete, true and accurate.

BY: _____
(Signature)

(Type or Print Name)

Title: _____

Date: _____

**Please mail signed Agreement and all attached Schedules to:
SESAC, 35 Music Square E, Nashville, TN 37203-4518**

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

SESAC

By: _____
(Signature)

By: _____
(Signature)

(Type or Print Name)

(Type or Print Name)

Title: _____

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.

2018 Fee Schedule

<u>Number of Months In Operation</u>	<u>License Fee</u>
6 or More	\$274
5 or fewer	\$181

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>(State)</i>	<i>(Zip)</i>
<i>(Telephone #)</i>	<i>(Fax #)</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

SESAC

By: _____
(Signature)

By: _____
(Signature)

(Type or Print Name)

(Type or Print Name)

Title: _____

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.

2018 Fee Schedule

Days Open	Music Oriented Events	Non-Music Oriented Events
1 – 10	\$151 per day	\$100 per day
11 – 30	\$118 per day	\$90 per day
31 – 60	\$100 per day	\$80 per day
61 & over	\$90 per day	\$72 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.

B. **"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 PERFORMANCE LICENSE
Professional Sporting Events

AGREEMENT made in New York, between SESAC LLC ("SESAC"), a Delaware limited liability company, with offices at 35 Music Square East, Nashville, TN 37203

_____ ("LICENSEE")
(Legal Name of Owner)

(Address)

(City, State, Zip)

A Corporation/Partnership/Sole Proprietorship (circle one)

State of Incorporation (if applicable) _____.

Telephone: _____ Fax: _____ E-mail: _____

Tax I.D. No: _____

Name of Sports Team: _____

The parties hereto mutually agree as follows:

1. GRANT OF RIGHTS

Effective as of _____ SESAC grants to LICENSEE, and LICENSEE accepts, a non-exclusive license to publicly perform or cause to be publicly performed, by live and mechanical means, non-dramatic renditions of the musical compositions, the performance rights to which SESAC is empowered to authorize, license, prohibit, supervise and otherwise control, (the "Compositions") at athletic events held under the auspices of LICENSEE as noted on Schedule "A" attached hereto.

2. LIMITATION OF GRANT

A. Except as set forth above, LICENSEE shall not have the right to broadcast, televise, or otherwise perform, transmit, record, film, videotape or otherwise reproduce or capture by any means, medium, method, device or process now or hereafter known, any of the musical compositions and performances thereof licensed hereunder, nor shall LICENSEE have the right to grant to any receiver of the broadcast or any other party any such right.

B. "GRAND RIGHTS" are not included in this License. "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. This Agreement is limited to the United States, its territories and possessions and the Commonwealth of Puerto Rico.

3. LICENSE FEE

A. In consideration of the grant of rights herein, LICENSEE shall pay to SESAC an annual "License Fee" in accordance with the "Fee Schedule" set forth in Schedule "A" attached hereto.

B. The License Fee for each year of the Term, effective January 1 of each calendar year, may be increased by an amount equivalent to the percent increase, if any, in the Consumer Price Index - All Urban Consumer (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, between the immediately preceding October to the next October.

C. SESAC shall have the right to impose a late payment charge of one and one-half percent (1.5%) per month for any payment not received by SESAC within thirty days of billing therefor.

D. In the event that SESAC is determined by the taxing authority or courts of any state, territory or possession in which LICENSEE conducts its operations 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 demand therefor, for LICENSEE's pro rata share of any such tax derived from receipts received from LICENSEE.

4. TERM OF LICENSE

A. This Agreement shall be in full force and effect for a period of one (1) year beginning on the date set forth in paragraph 1 above and shall continue thereafter in full force and effect for successive additional periods of one (1) year each. Either party may cancel and terminate this Agreement effective as of the last day of the initial or any renewal term upon giving thirty (30) days written notice prior to the anniversary date of this agreement to the other party by United States Certified Mail, Return Receipt Requested.

B. Notwithstanding anything to the contrary contained herein, SESAC may cancel and terminate this agreement upon thirty (30) days written notice by reason of any law, rule, decree, or other enactment having the force of law, by any authority, whether federal, state, local territorial or otherwise, which shall result in substantial interference in SESAC's operation or any substantial increase in the cost of conducting its business.

5. CONTRACT CONSTRUCTION

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

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

SESAC shall have the right to prohibit, upon written notice to LICENSEE, the performance of any of the Compositions by LICENSEE in the event that a claim has been made or an action instituted alleging that SESAC does not have the right to license the Rights granted to LICENSEE herein.

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

D. This Agreement shall be governed by and subject to the laws of the State of New York, applicable to agreements made and to be wholly performed in New York. This Agreement supersedes and cancels all prior negotiations and understandings between SESAC and LICENSEE in connection with the performance of music at the licensed event(s) listed on Schedule "A." No modification of this Agreement shall be valid or binding unless in writing and executed by SESAC and LICENSEE. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect.

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)

TITLE: _____

TITLE: _____

SCHEDULE "A"

FEE SCHEDULE NATIONAL FOOTBALL LEAGUE (Individual Team)

1. Name of Team: _____
2. Last Season Total Attendance: _____
3. Season Start Date: _____
4. Current Season's Estimated Attendance: _____

License Fees are payable during the initial term of this license within 30 days of entering into the agreement. The initial License Fee payment will be based upon an estimate of the previous season's total attendance.

Within 60 days after the last official game (playoff or championship series) the Licensee will provide to SESAC final and accurate total season attendance figures.

Adjustments to the fee paid in advance will be made based upon final attendance numbers submitted by the Licensee. Any additional payment that may be due as a result of applying the final attendance figures is due to be paid with the estimated fee for the next season.

For each successive year of the agreement the license fees are due on or before the first official day of the season.

Should the Licensee fail to submit final attendance figures at the end of each season, SESAC shall have the right to obtain these figures through independent industry sources, and make appropriate adjustments.

2018 License Fee
\$0.00151 per attendee

This agreement does not extend to *Special Events* such as the Pro Bowl, Super Bowl, Hall of Fame Game and Exhibition Games (Exhibition Games are defined as games played outside the United States, or any other such special or extraordinary event).

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 2018

Annual Fee Per Location
\$ 153.00

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 CURVES LOCATIONS

AGREEMENT 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 Curves location for which the above supplied information applies, together with any other Curves locations included in this Agreement 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"), 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 and in connection with the operation of 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 specifically 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. INTENTIONALLY LEFT BLANK
- D. INTENTIONALLY LEFT BLANK
- E. INTENTIONALLY LEFT BLANK
- F. The rights granted pursuant to Paragraph 1, above, shall specifically exclude performances of the Compositions (i) which are part of a background music service originating from any location, including the Premises, for which SESAC performance license fees are otherwise paid, 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 (unless and to the extent otherwise expressly permitted in the Agreement).

3. LICENSE FEE

- A. In consideration of the rights granted herein, LICENSEE shall pay to SESAC license fees for each billing period during the Term (each, a "License Fee") in accordance with the Schedule "A" then in effect, the current version of which is attached hereto and incorporated by this reference as if fully rewritten herein.
- B. Notwithstanding anything to the contrary contained in this Agreement or Schedule "A", upon written notice to LICENSEE by United States Certified Mail, SESAC shall have the right to make changes to Schedule "A". In the event the License Fee increases as a result of any such change(s), LICENSEE shall have the right to terminate this Agreement as of the date such increase is to take effect, provided that LICENSEE gives SESAC written notice of such termination by United States Certified Mail, not later than thirty (30) days after SESAC notifies LICENSEE of such change.
- C. Notwithstanding anything to the contrary contained in this Agreement or Schedule "A", SESAC shall have the right, but not the obligation, to verify any information that is required to be reported to SESAC by LICENSEE pursuant to Schedule "A" by independent sources, and SESAC may make any adjustment(s) to the License Fee(s) as may be appropriate based on information obtained from such sources.
- D. In the event SESAC is determined by the taxing authority or courts of any state, territory or possession in which LICENSEE conducts its operation to be liable for the payment of a gross receipts, sales, use, business use or other tax which is based on the amount of SESAC's receipts from LICENSEE, then LICENSEE shall reimburse SESAC, within thirty (30) days of notification therefor, for LICENSEE's pro rata share of any such tax derived from receipts received from LICENSEE.
- E. Effective each January 1 following the Effective Date, the rate factors set forth in the Fee Schedule shall be increased by an amount equivalent to the percent increase in the Consumer Price Index – All Urban Consumer (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, between the most recent October and the preceding October or five percent (5%), whichever amount is greater.

4. BREACH AND CURE; LATE PAYMENT CHARGE

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

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 have the right to impose an additional 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, then LICENSEE shall be responsible for paying such amounts to SESAC.

5. RIGHT OF VERIFICATION

A. 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 payments, statements, computations, information, reports and accountings 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 in accordance with Generally Accepted Accounting Principles and shall be retained for at least three (3) years following any expiration or other 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, plus a finance charge on the License Fee shown due, which will be one and one-half percent (1.5%) per month from the date(s) the License Fee(s) should have been paid pursuant to this Agreement.

C. SESAC's rights and LICENSEE's obligations arising from this Paragraph 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 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 one (1) year (the "Initial Period"). Thereafter, this Agreement shall automatically continue in full force and effect for successive additional periods of one (1) year (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 written notice to the other party by United States Certified Mail 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 written notice to LICENSEE in the event LICENSEE is adjudicated bankrupt, or a petition in bankruptcy is filed with respect to LICENSEE, or LICENSEE is declared or becomes insolvent; or (ii) upon thirty (30) days written notice by reason of any law, rule, decree or other enactment having the force of law, by any authority, whether federal, state, local, territorial or otherwise, which results in substantial interference in SESAC's operation or any 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 shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect. No waiver of any breach of this Agreement shall be deemed a waiver of any preceding, continuing or succeeding breach of the same, or any other provision of this Agreement.

B. SESAC shall have the right, upon written notice, to withdraw from the scope of this Agreement the right to 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. SESAC shall have the right, upon written notice, to exclude from the Agreement any Composition (or collection of Compositions), provided that the number of Compositions excluded hereunder does not exceed ten percent (10%) of the total number of Compositions licensed herein.

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

E. This Agreement shall not be valid until accepted and executed in the name of SESAC by its authorized signatory. This Agreement has been read and is understood by both parties and contains their entire understanding with regard to the rights granted hereunder. No waiver, addition or modification shall be valid unless in writing, executed with the same formality as this instrument.

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 Curves Locations

1. **THE AGREEMENT.** Reference is made to the SESAC Music Performance License effective _____ (the "Agreement"), to which this Schedule "A" is attached. Each term that has been defined in the Agreement shall have the same meaning herein. Please provide the following information with respect to the Premises (the "License Fee Report"):

A.	Number of Curves locations	
B.	Total Annual License Fee for 2018 (Line A x \$101.00)	

(each License Fee Report shall include the name, address (as applicable) of each Licensed Facility)

2. LICENSE FEE CALCULATION.

The License Fee for each billing period (as described in Paragraph 3.B below) of the Term shall be determined based on the number of locations licensed under this Agreement as noted below:

Fee Schedule for January 1, 2018 – December 31, 2018
\$101.00 per location

3. LICENSE FEE PAYMENT.

- A. LICENSEE shall pay the initial License Fee to SESAC upon execution of this Agreement. Notwithstanding Paragraph 2 above, the initial License Fee payment shall be prorated to reflect payment for the period from the Effective Date through the end of the initial billing period during the Term.
- B. LICENSEE shall submit subsequent License Fee payments annually in one (1) payment on or before the first day of January, for the billing period of January 1 through December 31 of each calendar year of the Term.

4. REPORTING.

- A. **Initial Report.** Upon execution of this Agreement, LICENSEE shall provide SESAC with a completed License Fee Report.
- B. **Subsequent Reports.** Not later than January 1 of each calendar year during the Term, in the event that there is a change in the number of Curves locations licensed under this Agreement, LICENSEE shall submit an updated License Fee Report as of the relevant January 1, and the License Fee amount due will be adjusted accordingly effective on that date.
- C. All reports under the 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:

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

5. INTENTIONALLY LEFT BLANK.

6. **THIS SCHEDULE** is incorporated and made part of the Agreement, and its terms shall apply as if restated fully therein.

7. CERTIFICATION. On behalf of LICENSEE and as a duly authorized employee or agent thereof, I hereby represent and warrant that all information which has been, or which will be, provided by LICENSEE pursuant to this Schedule "A" to be complete, true and accurate.

BY: _____
(Signature)

(Type or Print Name)

Title: _____

Date: _____

**Please mail signed Agreement and all attached Schedules to:
SESAC, 35 Music Square E, Nashville, TN 37203-4518**

SESAC PERFORMANCE LICENSE for Curves Locations

Agreement 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

(Name of corporation, partnership, sole proprietorship, etc.) ("LICENSEE")

(Address) _____

(City, State, ZIP) _____

A Corporation/Partnership/Sole Proprietorship (circle one) State of Incorporation (if applicable) _____.

Taxpayer ID #: _____

Telephone: _____ Fax: _____ E-mail: _____

SESAC and LICENSEE hereby mutually agree as follows:

1. GRANT OF RIGHTS: Effective as of _____, **2018** (the "Effective Date") SESAC grants to LICENSEE the non-exclusive right and license to publicly perform by phonorecord and/or audio tapes and discs non-dramatic renditions of the musical compositions, the performance rights to which SESAC controls and/or is empowered to license (the "Compositions") solely on and in connection with the operation of the following Curves location:

Address: _____

City, State, Zip: _____ (the "Premises").

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

- A. the right to perform, broadcast, televise or otherwise transmit the Compositions to any location other than the Premises;
- B. the right to grant the Rights to any third party;
- C. "Grand Rights" in and to the Compositions ("Grand Rights" include, but are not limited to, the right to perform in whole or in part, dramatico-musical and dramatic works in a dramatic setting);
- D. performances of the Compositions (i) which are part of a background music service originating from any location including the Premises, for which SESAC performance license fees are otherwise paid, 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.

3. TERM OF LICENSE:

A. The term of the Agreement shall be for an initial period that commences on the Effective Date and continues through December 31 of that calendar year (the "Initial Period"). Thereafter, the Agreement shall automatically continue in full force and effect for successive additional periods of one (1) year ("Renewal Period(s)"). SESAC and /or LICENSEE shall have the right to terminate this Agreement as of the last day of the Initial Period or as of the last day of any Renewal Period(s) upon giving written notice to the other party by certified mail, return receipt requested, at least thirty (30) days prior to the commencement of any Renewal Period(s). The Initial Period and Renewal Period(s) are sometimes collectively referred to herein as the "Term."

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

4. LICENSE FEE:

A. In consideration of the rights herein granted, LICENSEE shall pay to SESAC an annual **License Fee for calendar year 2018 equal to \$101.00 per Premise**. On January 1, 2018, and each January 1, thereafter, the License Fee may be increased by five percent (5%), rounded to the nearest dollar. In the event that the percent increase in the Consumer Price Index - All Urban Consumer (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, between the most recent October and the preceding October exceeds five percent (5%), then the License Fee may be increased by that amount.

B. The Initial License Fee payment shall be a pro-rated amount calculated using the then current License Fee rate(s) from the Effective Date through the end of the current calendar year and shall be due upon execution of this Agreement. Subsequent License Fee payments are due and payable in advance, on or before January 1 of each calendar year.

C. In the event that SESAC is determined by the taxing authority or courts of any state, territory or possession in which LICENSEE conducts its operation to be liable for the payment of a gross receipts, sales, use, business use or other tax which is based on the amount of SESAC's receipts from LICENSEE, then LICENSEE shall reimburse SESAC, within thirty (30) days of notification therefor, for LICENSEE's pro rata share of 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 have the right to impose an additional charge of \$35.00 for each dishonored check or other form of payment. In the event that SESAC incurs any costs or fees in connection with the collection of any amounts past due to SESAC hereunder, then LICENSEE shall be responsible for paying such amounts to SESAC.

5. MISCELLANEOUS:

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

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

C. Upon execution of this Agreement, and upon SESAC's receipt of the Initial License Fee payment, SESAC will waive any claims it has, or may have against LICENSEE for claims of copyright infringement or unpaid license fees it may have in connection with the Premises prior to the Effective Date.

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

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

IN WITNESS THEREOF, the parties have caused this Agreement to be duly signed as of _____.
(Please insert today's date)

LICENSEE

SESAC LLC

BY: _____
(please sign here)

BY: _____

(Type or print name)

TITLE: _____

TITLE: _____

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, 2018-December 31, 2018

Number of Locations	Fee per Location
1 to 9	\$282
10 to 99	\$263
100 to 250	\$234
251 to 499	\$204
500 and Over	\$179

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 HOSPITALS & HEALTHCARE 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>	

As used herein "Licensed Premises" shall mean: (i) the hospital and healthcare facilities listed on Schedule "A" pursuant to the terms of this Agreement, (ii) the executive or general offices owned and operated by LICENSEE, (iii) other locations while under LICENSEE's sole control and attended by LICENSEE's employees, their families, social acquaintances or intra-corporate invitees and (iv) any exhibit booths, meeting or seminar rooms used by LICENSEE at conventions, trade shows, shareholder functions and the like. 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 HOSPITALS & HEALTHCARE FACILITIES

1. FEE SCHEDULE/LICENSE FEE CALCULATION.

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 either the In-Patient Treatment facility fee or the Ambulatory Care facility fee, as applicable.

Fee Schedule for January 1, 2018 - December 31, 2018

LESS THAN 10 FACILITIES

If the Licensed Premises which is used primarily for the provision of **In-Patient Treatment**:

\$1.39 per bed (minimum fee of \$181) per calendar year

If Licensed Premises which is used primarily for the provision of **Ambulatory Care**:

If the facility has less than 15,000 gross square feet: \$181 per calendar year

If the facility has 15,000 or more gross square feet: \$324 per calendar year

Web Sites -- \$91 per Web Site

10 OR MORE FACILITIES

If the Licensed Premises which is used primarily for the provision of **In-Patient Treatment**:

\$.88 per bed (minimum fee of \$118) per calendar year

If Licensed Premises which is used primarily for the provision of **Ambulatory Care**:

If the facility has less than 15,000 gross square feet: \$115 per calendar year

If the facility has 15,000 or more gross square feet: \$199 per calendar year

Web Sites -- \$60 per Web Site

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.

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, 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"), which shall contain the following information as of the Effective Date for each Licensed Premises:

- (i) the name & address of the Licensed Premises;
- (ii) if the Licensed Premises is an In-Patient Treatment facility -- the number of beds;
- (iii) if the Licensed Premises is an Ambulatory Care facility -- whether the gross square footage is less than, or greater than or equal to 15,000; and
- (iv) the primary URL (if applicable).

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.(i)-(iv) as of the preceding November 1; 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.

**SCHEDULE "C" TO THE SESAC MUSIC PERFORMANCE LICENSE
FOR HOSPITALS & HEALTHCARE FACILITIES**

In-Patient Treatment Facilities*

Licensee: _____ Contact Person: _____

Phone Number: _____ Email Address: _____

LESS THAN 10 FACILITIES

	Facility 1	Facility 2	Facility 3	Facility 4
Facility Name				
Facility Address				
Phone Number				
1. Number of Beds				
2. Per Bed Fee	\$1.39	\$1.39	\$1.39	\$1.39
3. No. of Beds X Per Bed Fee (but not less than \$181)				
Web Site URL				
4. Web Site License Fee	\$91 (\$0 if no Web Site)	\$91 (\$0 if no Web Site)	\$91 (\$0 if no Web Site)	\$91 (\$0 if no Web Site)
5. Add Lines 3 & 4 for total facility fee				

Facility 5	Facility 6	Facility 7	Facility 8	Facility 9
\$1.39	\$1.39	\$1.39	\$1.39	\$1.39
\$91 (\$0 if no Web Site)	\$91 (\$0 if no Web Site)	\$91 (\$0 if no Web Site)	\$91 (\$0 if no Web Site)	\$91 (\$0 if no Web Site)

*Use other page to report Ambulatory Care facilities

10 OR MORE FACILITIES

Facility Name & Address	Phone Number	Number of Beds (1)	Per Bed Fee (2)	No. of Beds (1) X Per Bed Fee (2) (but not less than \$118) (3)	Web Site URL	Web Site License Fee (4)	Add Columns 3 & 4 Total Facility Fee
			\$.88			\$60 (\$0 if no Web Site)	
			\$.88			\$60 (\$0 if no Web Site)	
			\$.88			\$60 (\$0 if no Web Site)	
			\$.88			\$60 (\$0 if no Web Site)	
			\$.88			\$60 (\$0 if no Web Site)	
			\$.88			\$60 (\$0 if no Web Site)	
			\$.88			\$60 (\$0 if no Web Site)	
			\$.88			\$60 (\$0 if no Web Site)	
			\$.88			\$60 (\$0 if no Web Site)	
			\$.88			\$60 (\$0 if no Web Site)	

*Use other page to report Ambulatory Care facilities

Facility Name & Address	Phone Number	Number of Beds (1)	Per Bed Fee (2)	No. of Beds (1) X Per Bed Fee (2) (but not less than \$118) (3)	Web Site URL	Web Site License Fee (4)	Add Columns 3 & 4 Total Facility Fee
			\$.88			\$60 (\$0 if no Web Site)	
			\$.88			\$60 (\$0 if no Web Site)	
			\$.88			\$60 (\$0 if no Web Site)	
			\$.88			\$60 (\$0 if no Web Site)	
			\$.88			\$60 (\$0 if no Web Site)	
			\$.88			\$60 (\$0 if no Web Site)	
			\$.88			\$60 (\$0 if no Web Site)	
			\$.88			\$60 (\$0 if no Web Site)	
			\$.88			\$60 (\$0 if no Web Site)	
			\$.88			\$60 (\$0 if no Web Site)	
			\$.88			\$60 (\$0 if no Web Site)	
			\$.88			\$60 (\$0 if no Web Site)	

*Use other page to report Ambulatory Care facilities

Ambulatory Care Facilities*

Licensee: _____ Contact Person: _____

Phone Number: _____ Email Address: _____

LESS THAN 10 FACILITIES

	Facility 1	Facility 2	Facility 3	Facility 4
Facility Name				
Facility Address				
Phone Number				
1. Facility < 15,000 sq. ft.	\$181	\$181	\$181	\$181
2. Facility ≥ 15,000 sq. ft.	\$324	\$324	\$324	\$324
3. Applicable amount from Line 1 or 2				
Web Site URL				
4. Web Site License Fee	\$87 (\$0 if no Web Site)	\$87 (\$0 if no Web Site)	\$87 (\$0 if no Web Site)	\$87 (\$0 if no Web Site)
5. Add Lines 3 & 4 for total facility fee				

Facility 5	Facility 6	Facility 7	Facility 8	Facility 9
\$181	\$181	\$181	\$181	\$181
\$324	\$324	\$324	\$324	\$324
\$91 (\$0 if no Web Site)	\$91 (\$0 if no Web Site)	\$91 (\$0 if no Web Site)	\$91 (\$0 if no Web Site)	\$91 (\$0 if no Web Site)

*Use other page to report In-Patient Treatment facilities

10 OR MORE FACILITIES

Facility Name & Address	Phone Number	Facility < 15,000 sq. ft. (1)	Facility ≥ 15,000 sq.ft (2)	Applicable amount from Column 1 or 2 (3)	Web Site URL	Web Site License Fee (4)	Add Columns 3 & 4 Total Facility Fee
		\$115	\$199			\$60 (\$0 if no Web Site)	
		\$115	\$199			\$60 (\$0 if no Web Site)	
		\$115	\$199			\$60 (\$0 if no Web Site)	
		\$115	\$199			\$60 (\$0 if no Web Site)	
		\$115	\$199			\$60 (\$0 if no Web Site)	
		\$115	\$199			\$60 (\$0 if no Web Site)	
		\$115	\$199			\$60 (\$0 if no Web Site)	
		\$115	\$199			\$60 (\$0 if no Web Site)	
		\$115	\$199			\$60 (\$0 if no Web Site)	
		\$115	\$199			\$60 (\$0 if no Web Site)	

*Use other page to report In-Patient Treatment facilities

Facility Name & Address	Phone Number	Facility < 15,000 sq. ft. (1)	Facility ≥ 15,000 sq.ft (2)	Applicable amount from Column 1 or 2 (3)	Web Site URL	Web Site License Fee (4)	Add Columns 3 & 4 Total Facility Fee
		\$115	\$199			\$60 (\$0 if no Web Site)	
		\$115	\$199			\$60 (\$0 if no Web Site)	
		\$115	\$199			\$60 (\$0 if no Web Site)	
		\$115	\$199			\$60 (\$0 if no Web Site)	
		\$115	\$199			\$60 (\$0 if no Web Site)	
		\$115	\$199			\$60 (\$0 if no Web Site)	
		\$115	\$199			\$60 (\$0 if no Web Site)	
		\$115	\$199			\$60 (\$0 if no Web Site)	
		\$115	\$199			\$60 (\$0 if no Web Site)	
		\$115	\$199			\$60 (\$0 if no Web Site)	
		\$115	\$199			\$60 (\$0 if no Web Site)	
		\$115	\$199			\$60 (\$0 if no Web Site)	
		\$115	\$199			\$60 (\$0 if no Web Site)	
		\$115	\$199			\$60 (\$0 if no Web Site)	

*Use other page to report In-Patient Treatment facilities

SESAC MUSIC PERFORMANCE LICENSE FOR HOSPITALS & HEALTHCARE 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>	

As used herein "Licensed Premises" shall mean: (i) the hospital and healthcare facilities listed on Schedule "A" pursuant to the terms of this Agreement, (ii) the executive or general offices owned and operated by LICENSEE, (iii) other locations while under LICENSEE's sole control and attended by LICENSEE's employees, their families, social acquaintances or intra-corporate invitees and (iv) any exhibit booths, meeting or seminar rooms used by LICENSEE at conventions, trade shows, shareholder functions and the like. 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 HOSPITALS & HEALTHCARE FACILITIES

1. FEE SCHEDULE/LICENSE FEE CALCULATION.

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 either the In-Patient Treatment facility fee or the Ambulatory Care facility fee, as applicable.

Fee Schedule for January 1, 2018 - December 31, 2018

LESS THAN 10 FACILITIES

If the Licensed Premises which is used primarily for the provision of **In-Patient Treatment**:

\$1.39 per bed (minimum fee of \$181) per calendar year

If Licensed Premises which is used primarily for the provision of **Ambulatory Care**:

If the facility has less than 15,000 gross square feet: \$181 per calendar year

If the facility has 15,000 or more gross square feet: \$324 per calendar year

Web Sites -- \$91 per Web Site

10 OR MORE FACILITIES

If the Licensed Premises which is used primarily for the provision of **In-Patient Treatment**:

\$.88 per bed (minimum fee of \$118) per calendar year

If Licensed Premises which is used primarily for the provision of **Ambulatory Care**:

If the facility has less than 15,000 gross square feet: \$115 per calendar year

If the facility has 15,000 or more gross square feet: \$199 per calendar year

Web Sites -- \$60 per Web Site

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.

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, 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"), which shall contain the following information as of the Effective Date for each Licensed Premises:

- (i) the name & address of the Licensed Premises;
- (ii) if the Licensed Premises is an In-Patient Treatment facility -- the number of beds;
- (iii) if the Licensed Premises is an Ambulatory Care facility -- whether the gross square footage is less than, or greater than or equal to 15,000; and
- (iv) the primary URL (if applicable).

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.(i)-(iv) as of the preceding November 1; 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.

**SCHEDULE "C" TO THE SESAC MUSIC PERFORMANCE LICENSE
FOR HOSPITALS & HEALTHCARE FACILITIES**

In-Patient Treatment Facilities*

Licensee: _____ Contact Person: _____

Phone Number: _____ Email Address: _____

LESS THAN 10 FACILITIES

	Facility 1	Facility 2	Facility 3	Facility 4
Facility Name				
Facility Address				
Phone Number				
1. Number of Beds				
2. Per Bed Fee	\$1.39	\$1.39	\$1.39	\$1.39
3. No. of Beds X Per Bed Fee (but not less than \$181)				
Web Site URL				
4. Web Site License Fee	\$91 (\$0 if no Web Site)	\$91 (\$0 if no Web Site)	\$91 (\$0 if no Web Site)	\$91 (\$0 if no Web Site)
5. Add Lines 3 & 4 for total facility fee				

Facility 5	Facility 6	Facility 7	Facility 8	Facility 9
\$1.39	\$1.39	\$1.39	\$1.39	\$1.39
\$91 (\$0 if no Web Site)	\$91 (\$0 if no Web Site)	\$91 (\$0 if no Web Site)	\$91 (\$0 if no Web Site)	\$91 (\$0 if no Web Site)

*Use other page to report Ambulatory Care facilities

10 OR MORE FACILITIES

Facility Name & Address	Phone Number	Number of Beds (1)	Per Bed Fee (2)	No. of Beds (1) X Per Bed Fee (2) (but not less than \$118) (3)	Web Site URL	Web Site License Fee (4)	Add Columns 3 & 4 Total Facility Fee
			\$.88			\$60 (\$0 if no Web Site)	
			\$.88			\$60 (\$0 if no Web Site)	
			\$.88			\$60 (\$0 if no Web Site)	
			\$.88			\$60 (\$0 if no Web Site)	
			\$.88			\$60 (\$0 if no Web Site)	
			\$.88			\$60 (\$0 if no Web Site)	
			\$.88			\$60 (\$0 if no Web Site)	
			\$.88			\$60 (\$0 if no Web Site)	
			\$.88			\$60 (\$0 if no Web Site)	

*Use other page to report Ambulatory Care facilities

Facility Name & Address	Phone Number	Number of Beds (1)	Per Bed Fee (2)	No. of Beds (1) X Per Bed Fee (2) (but not less than \$118) (3)	Web Site URL	Web Site License Fee (4)	Add Columns 3 & 4 Total Facility Fee
			\$.88			\$60 (\$0 if no Web Site)	
			\$.88			\$60 (\$0 if no Web Site)	
			\$.88			\$60 (\$0 if no Web Site)	
			\$.88			\$60 (\$0 if no Web Site)	
			\$.88			\$60 (\$0 if no Web Site)	
			\$.88			\$60 (\$0 if no Web Site)	
			\$.88			\$60 (\$0 if no Web Site)	
			\$.88			\$60 (\$0 if no Web Site)	
			\$.88			\$60 (\$0 if no Web Site)	
			\$.88			\$60 (\$0 if no Web Site)	
			\$.88			\$60 (\$0 if no Web Site)	
			\$.88			\$60 (\$0 if no Web Site)	

*Use other page to report Ambulatory Care facilities

Ambulatory Care Facilities*

Licensee: _____ Contact Person: _____

Phone Number: _____ Email Address: _____

LESS THAN 10 FACILITIES

	Facility 1	Facility 2	Facility 3	Facility 4
Facility Name				
Facility Address				
Phone Number				
1. Facility < 15,000 sq. ft.	\$181	\$181	\$181	\$181
2. Facility ≥ 15,000 sq. ft.	\$324	\$324	\$324	\$324
3. Applicable amount from Line 1 or 2				
Web Site URL				
4. Web Site License Fee	\$91 (\$0 if no Web Site)	\$91 (\$0 if no Web Site)	\$91 (\$0 if no Web Site)	\$91 (\$0 if no Web Site)
5. Add Lines 3 & 4 for total facility fee				

Facility 5	Facility 6	Facility 7	Facility 8	Facility 9
\$181	\$181	\$181	\$181	\$181
\$324	\$324	\$324	\$324	\$324
\$91 (\$0 if no Web Site)	\$91 (\$0 if no Web Site)	\$91 (\$0 if no Web Site)	\$91 (\$0 if no Web Site)	\$91 (\$0 if no Web Site)

*Use other page to report In-Patient Treatment facilities

10 OR MORE FACILITIES

Facility Name & Address	Phone Number	Facility < 15,000 sq. ft. (1)	Facility ≥ 15,000 sq.ft (2)	Applicable amount from Column 1 or 2 (3)	Web Site URL	Web Site License Fee (4)	Add Columns 3 & 4 Total Facility Fee
		\$115	\$199			\$60 (\$0 if no Web Site)	
		\$115	\$199			\$60 (\$0 if no Web Site)	
		\$115	\$199			\$60 (\$0 if no Web Site)	
		\$115	\$199			\$60 (\$0 if no Web Site)	
		\$115	\$199			\$60 (\$0 if no Web Site)	
		\$115	\$199			\$60 (\$0 if no Web Site)	
		\$115	\$199			\$60 (\$0 if no Web Site)	
		\$115	\$199			\$60 (\$0 if no Web Site)	
		\$115	\$199			\$60 (\$0 if no Web Site)	
		\$115	\$199			\$60 (\$0 if no Web Site)	

*Use other page to report In-Patient Treatment facilities

Facility Name & Address	Phone Number	Facility < 15,000 sq. ft. (1)	Facility ≥ 15,000 sq.ft (2)	Applicable amount from Column 1 or 2 (3)	Web Site URL	Web Site License Fee (4)	Add Columns 3 & 4 Total Facility Fee
		\$115	\$199			\$60 (\$0 if no Web Site)	
		\$115	\$199			\$60 (\$0 if no Web Site)	
		\$115	\$199			\$60 (\$0 if no Web Site)	
		\$115	\$199			\$60 (\$0 if no Web Site)	
		\$115	\$199			\$60 (\$0 if no Web Site)	
		\$115	\$199			\$60 (\$0 if no Web Site)	
		\$115	\$199			\$60 (\$0 if no Web Site)	
		\$115	\$199			\$60 (\$0 if no Web Site)	
		\$115	\$199			\$60 (\$0 if no Web Site)	
		\$115	\$199			\$60 (\$0 if no Web Site)	
		\$115	\$199			\$60 (\$0 if no Web Site)	
		\$115	\$199			\$60 (\$0 if no Web Site)	
		\$115	\$199			\$60 (\$0 if no Web Site)	

*Use other page to report In-Patient Treatment facilities

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, 2018 – December 31, 2018

"Minimum License Fee"	"Maximum License Fee"	"Music Multipliers"		"Web Site License Fee"	
\$246	\$7,852	Type of Music Performed	Multiplier	# of Rooms	License Fee
		Mechanical Only	.0338	100 or under	\$84
		Live Only	.0422	101 – 200	\$118
		Mechanical and Live	.0578	201 – 300	\$169
				301 – 400	\$237
				401 – 500	\$322
				Over 500	\$425

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 \$246, enter \$246; if line D is greater than \$7,852, enter \$7,852; 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) AHLA Membership Number _____	
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 through Dec. 31, 2018)	

SESAC MUSIC PERFORMANCE LICENSE FOR COIN-OPERATED ELECTRONIC DEVICES

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 COED (as defined below) which is listed on Schedule "A" pursuant to the terms of this Agreement shall be referred to herein as a "Licensed COED." 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 the Compositions (as defined below) solely by means of Licensed COEDs.

2. DEFINITIONS

a) "Authorized Establishment" means a physical business establishment that is located within the Territory and where no direct or indirect admission fee is charged, except in the form of a periodic membership fee for access to such establishment's facilities and/or the products and/or services offered therein (e.g., health clubs, private clubs).

b) "Compositions" means all of the musical works for which SESAC is authorized to license the public performance right.

c) "Coin-Operated Electronic Device" or "COED" means a physical electronic device (or system of devices) which: (A) is owned and/or operated by LICENSEE and/or its device distributors, operators and/or authorized commercial establishments, (B) is located within an Authorized Establishment and (C) renders audio-only renditions of music within such establishment after a person therein: (1) activates the COED by inserting or otherwise making payment with coins, currency, tokens, proprietary credits or other monetary units or equivalents and (2) selects one or more songs from a list of available works.

3. 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 specifically 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 (the "Territory").

d) The rights granted pursuant to this Agreement shall specifically exclude the right to publicly perform the Compositions as part of any background/foreground music service or any karaoke service.

4. 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.

5. 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.

6. 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.

7. 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.

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

_____.

(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 Coin-Operated Electronic Devices

1. FEE SCHEDULE/LICENSE FEE CALCULATION.

The License Fee for each License Fee Period shall be the sum of the COED License Fees for each Licensed COED during such License Fee Period, and shall be calculated using the most recent License Fee Report (as defined below). The "COED License Fee" for a Licensed COED during a License Fee Period shall be calculated using the Fee Schedule (the most recent version of which is set forth below) applicable to such License Fee Period.

Semi-Annual Fee Schedule for January 1, 2018-December 31, 2018

First Licensed COED \$92.50 Per License Fee Period
each additional Licensed COED \$20.00 Per License Fee Period

2. LICENSE FEE PAYMENT.

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 September 1 or March 1 during such License Fee Period, as applicable.

3. REPORTING.

A. Upon the execution of this Agreement, LICENSEE shall provide SESAC with a report (each, a "License Fee Report") indicating the location of each COED (including the trading name and address of each location) that is in operation as of the Effective Date, and each such COED will be added to Schedule "A" as of the Effective Date.

B. On or before each August 1 and February 1 during the Term thereafter, LICENSEE shall provide SESAC with a License Fee Report indicating the location of each COED (including the trading name and address of each location) that was in operation at any time during the preceding License Fee Period, and each additional COED will be deemed added to Schedule "A" as of the commencement of such License Fee Period. 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 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>(Telephone #)</i>		<i>(Fax #)</i>	
<i>(State)</i>		<i>(Zip)</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 2018 Per Marathon License Fee

Number of Participants	One Day	Two Days	Three Days
Under 500	\$176	\$248	\$311
501- 2,500	\$354	\$531	\$617
2,501-10,000	\$531	\$882	\$1,062
Over 10,000	\$707	\$1,236	\$1,500

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>(State)</i>	<i>(Zip)</i>
<i>(Telephone #)</i>	<i>(Fax #)</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.

2018 Basic License Fee Schedule	
<u>Number of Screens</u>	<u>Annual Fee Per Screen</u>
1-29	\$63.45
30-99	\$47.82
100-199	\$40.01
200-399	\$31.73
400-999	\$27.79
1000-1999	\$23.89
2000 and over	\$20.01

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.

2018 Basic License Fee Schedule	
Concert Ticket Multiplier	= .0288
Minimum Concert License Fee	= \$36.00

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>			

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 "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.

2018 Fee Schedule

Total Number of Units	Annual License Fee
300 and under	\$264
301 – 600	\$531
601 – 999	\$795
1,000 – 1,499	\$1,148
1,500 – 2,999	\$1,412
3,000 and over	\$1,765

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 made as part of Concerts, other than those promoted solely by LICENSEE ("Concerts" are those performances by an entertainer or entertainment group where the primary focus is 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.

2018 Fee Schedule

<u>"Population"</u>	<u>License Fee for calendar year 2018</u>
25,000 or less	\$ 417
25,001 - 50,000	\$ 833
50,001 - 100,000	\$ 1,357
100,001 - 150,000	\$ 1,976
150,001 - 250,000	\$ 2,703
250,001 - 500,000	\$ 3,533
500,001 And over	\$4,472 + \$417 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

SESAC

By: _____
(Signature)

By: _____
(Signature)

(Type or Print Name)

(Type or Print Name)

Title: _____

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.

2018 Fee Schedule:
\$0.00478 per attendee
minimum license fee \$189.00

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.

2018 Fee Schedule

Number of Employees	Annual License Fee
50,000 and over	\$4,759
25,000 – 49,999	\$2,854
15,000 -- 24,999	\$2,380
10,000 – 14,999	\$1,902
5,000 – 9,999	\$1,429
1,000 – 4,999	\$762
500 -- 999	\$378
Under 500	\$189

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.

<u>2018 MIB Fee Schedule</u>		
Number of Employees		License Fee
200,000	And Over	\$ 33,300
175,000	- 199,999	\$ 28,544
150,000	- 174,999	\$ 23,784
125,000	- 149,999	\$ 19,028
100,000	- 124,999	\$ 14,270
75,000	- 99,999	\$ 9,513
50,000	- 74,999	\$ 4,759
25,000	- 49,999	\$ 2,854
15,000	- 24,999	\$ 2,380
10,000	- 14,999	\$ 1,902
5,000	- 9,999	\$ 1,429
1,000	- 4,999	\$ 762
500	- 999	\$ 378
Under 500		\$ 189

2018 Retail Fee Schedule
\$204.00 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>(Telephone #)</i>		<i>(Fax #)</i>	
<i>(State)</i>		<i>(Zip)</i>	
<i>(Telephone #)</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).

2018 Fee Schedule			
Number of Employees			License Fee
200,000	And Over		\$ 33,300
175,000	-	199,999	\$ 28,544
150,000	-	174,999	\$ 23,784
125,000	-	149,999	\$ 19,028
100,000	-	124,999	\$ 14,270
75,000	-	99,999	\$ 9,513
50,000	-	74,999	\$ 4,759
25,000	-	49,999	\$ 2,854
15,000	-	24,999	\$ 2,380
10,000	-	14,999	\$ 1,902
5,000	-	9,999	\$ 1,429
1,000	-	4,999	\$ 762
500	-	999	\$ 378
Under 500			\$ 189

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>2018 License Fee</u>
Under 10	\$189
10 – 15	\$337
16 – 30	\$437
31 – 50	\$481
51 – 100*	\$528

*For professional offices with more than 100 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>(the "Venue")</i>		<i>(the "Team")</i>	
<i>(Venue Name)</i>	<i>(Team 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>	

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.

2018 Fee Schedule

<u>"Per Attendee Fee"</u>	<u>Minimum License Fee</u>
\$0.00151	\$114.00

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>(Telephone #)</i>		<i>(Fax #)</i>	
<i>(State)</i>		<i>(Zip)</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).

2018 Fee Schedule

Minimum Per Concert Fee = \$15.00

Per Ticket Fee = \$.0327

Minimum Annual Fee = \$81.50

"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.

SESAC Concert Report Form 2018

Licensee: _____ Person Completing Form: _____ Phone Number: _____ - _____ Email Address: _____

Report Period: From: _____ to _____ SESAC Account Number: _____

	Date Of Concert (A)	Venue (B)	Act/Performer (C)	If 500 or more "Gross Tickets Sold", enter # of tickets (D)	If "Gross Tickets Sold" is less than 500 gross, enter \$15.00 (E)
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					

Total Column D	
Per Ticket Sold Fee	X .0327
I. (total column D x .0327)	
II. (total column E)	
Total License Fee:	
Add I. and II. \$	

Return completed form and Payment to:
SESAC
35 Music Square East
Nashville, TN 37203

**"Gross Tickets Sold" shall mean the total number of tickets distributed to the public by any means including sale, as complimentary or gratuitous items, and as promotional goods.

Please photocopy as needed Call **1-800-826-9996** if you have questions or need additional copies

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>(Telephone #)</i>		<i>(Fax #)</i>	
<i>(State)</i>		<i>(Zip)</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).

2018 Fee Schedule

Minimum Per Concert Fee = \$15.00

Per Ticket Fee = \$.0327

Minimum Annual Fee = \$81.50

"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>(Telephone #)</i>		<i>(Fax #)</i>	
<i>(State)</i>		<i>(Zip)</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	2018 Annual License Fee
1 – 4,999	\$202
5,000 – 19,999	\$459
20,000 – 39,999	\$922
40,000 – 99,999	\$1,382
100,000 and above	\$1,839

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):

2018 Fee Schedule

<u>Regular Members/ Attendees</u>	<u>Base License Fee</u>	<u>Web Site License Fee</u>
Under 250	\$96	\$46
250 – 1,000	\$189	\$66
1,001 - 2,500	\$285	\$96
2,501 - 10,000	\$397	\$123
Over 10,000	\$517	\$180

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, 2018 THROUGH JUNE 30, 2019

A. Mechanical Music -- \$212 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	\$426	\$701	\$1,089
101-200	\$555	\$874	\$1,518
201-300	\$726	\$1,140	\$2,036
301-400	\$914	\$1,402	\$2,641
401-500	\$1,089	\$1,722	\$3,229
501-600	\$1,451	\$2,184	\$3,970
601-750	\$1,813	\$2,666	\$4,695
751 & over	\$2,184	\$3,210	\$5,472

C. Coin-Operated Phonorecord Players -- \$258 per Coin-Operated Phonorecord Player

D. Web Sites -- \$100.00 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	

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, 2018 – June 30, 2019

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>	\$1,098	\$1,476	\$2,011	\$1,373	\$1,845	\$2,513	\$100
<u>101 - 200</u>	\$1,381	\$1,814	\$2,697	\$1,725	\$2,268	\$3,372	\$138
<u>201 - 300</u>	\$1,713	\$2,277	\$2,800	\$2,140	\$2,847	\$3,501	\$198
<u>301 - 400</u>	\$2,174	\$2,843	\$3,719	\$2,715	\$3,552	\$4,647	\$278
<u>401 - 500</u>	\$2,717	\$3,588	\$4,854	\$3,398	\$4,484	\$6,067	\$377
<u>501 - 600</u>	\$3,730	\$4,736	\$7,191	\$4,662	\$5,918	\$8,989	\$502
<u>601 - 750</u>	\$4,739	\$5,907	\$8,701	\$5,923	\$7,385	\$10,875	\$642
<u>751 - 1000</u>	\$6,057	\$7,471	\$10,584	\$7,569	\$9,339	\$13,229	\$800
<u>1001 - 2000</u>	\$7,569	\$9,339	\$13,229	\$9,463	\$11,673	\$16,536	\$1,000
<u>2001 - 3000</u>	\$9,463	\$11,673	\$16,536	\$11,828	\$14,591	\$20,672	\$1,250
<u>3001 & Over</u>	\$11,828	\$14,591	\$20,672	\$14,786	\$18,239	\$25,841	\$1,561

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, 2018 – June 30, 2019

"Capacity"	"Mechanical Music"		"Live Music"			"Web Site"	"Coin-Operated Phonorecord Player"
	"Standard"	"Enhanced"	1-2 Days	3-4 Days	5-7 Days		
1-100	\$351	\$441	\$504	\$828	\$1,288	\$107	\$291 per "Coin-Operated Phonorecord Player" (fee payable only for devices meeting the definition below).
101-200	\$401	\$525	\$662	\$1,036	\$1,794	\$148	
201-300	\$458	\$615	\$859	\$1,344	\$2,411	\$214	
301-400	\$566	\$788	\$1,080	\$1,658	\$3,126	\$299	
401-500	\$773	\$1,049	\$1,288	\$2,036	\$3,819	\$405	
501-600	\$1,037	\$1,490	\$1,719	\$2,582	\$4,696	\$539	
601-750	\$1,297	\$1,927	\$2,146	\$3,154	\$5,556	\$690	
751 & over	\$1,594	\$2,627	\$2,582	\$3,798	\$6,476	\$860	

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, 2018 – June 30, 2019

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 Line S by 12	
U.	Number of Months between License Effective Start Date and June 30, 2019	
V.	Total License Fee Due (Multiply Line T by Line U)	

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.

2018 Fee Schedule – Less Than 6 Locations

<u>Gross Square Footage</u>	<u>Annual Fee Per Location</u>
10,000 or less	\$257.00
10,001 to 50,000	\$393.00
50,001 to 99,999	\$594.00
100,000 and over	\$796.00

2018 Fee Schedule – 6 to 2,999 Locations

\$257 per annum per location for the first 200 Licensed Premises
\$204 per annum per location for each additional Licensed Premises

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 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 "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).

2018 Fee Schedule

<u>Number of Sites/Units</u>	<u>License Fee per Month in Operation</u>
under 100	\$66 per Month; Minimum Fee \$198
100-200	\$96 per Month; Minimum Fee \$285
201 and over	\$142 per Month; Minimum Fee \$423

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.

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.

2018 Fee Schedule

<u>Number of Campsites</u>	<u>Monthly License</u>	<u>Minimum License Fee</u>
Under 100	\$66	\$198
100-200	\$96	\$285
201 and over	\$142	\$423

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

By: _____
(Signature)

(Type or Print Name)

Title: _____

SESAC

By: _____
(Signature)

(Type or Print Name)

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.

2018 Fee Schedule for Calendar Year

**Annual License Fee = Maximum Seating Capacity x \$ 0.1618
(Minimum License Fee \$161; Maximum License Fee \$2,938)**

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

By: _____
(Signature)

(Type or Print Name)

Title: _____

SESAC

By: _____
(Signature)

(Type or Print Name)

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, 2018-December 31, 2018

GLA 300,000 sq. ft. or less	\$594 per location
GLA 300,001 to 600,000 sq. ft.	\$796 per location
GLA 600,001 to 999,999 sq. ft.	\$1,000 per location
GLA 1,000,000 sq. ft. or more	\$1,205 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>(State)</i>	<i>(Zip)</i>
<i>(Telephone #)</i>	<i>(Fax #)</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").

2018 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>	\$744	\$552	\$375
<u>3 or Less</u>	\$501	\$375	\$248

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 MUSIC PERFORMANCE LICENSE FOR LOW POWER TELEVISION BROADCASTERS

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>	

As used herein "Licensed Station" shall mean the FCC licensed low powered television station(s) owned or operated by LICENSEE and identified on Schedule "A" pursuant to the terms of this Agreement. 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 by means of low power television broadcasting by the Licensed Station(s).

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 transmissions licensed hereunder may originate or be accessed at any 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 such locations, including without limitation commercial and non-commercial establishments where all or any portion of the performances licensed hereunder are audible.

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. LICENSEE shall furnish to SESAC, upon request, copies of its program records, logs or any other records relating to musical compositions performed by or through any Licensed Station, as requested by SESAC.

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.

G. LICENSEE represents that it has the legal authority to enter into this Agreement and to bind each of the Licensed Stations to its terms and conditions, and LICENSEE represents that Schedule "A" is a list of all stations which it has authority to bind to this Agreement.

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 LOW POWER TELEVISION BROADCASTERS

1. FEE SCHEDULE/LICENSE FEE CALCULATION.

For each License Fee Period, the License Fee shall equal the amount identified in the Fee Schedule; provided that if multiple Licensed Stations are identified on Schedule "A", the License Fee shall equal the sum of the amounts identified in the Fee Schedule for each such Licensed Station.

Fee Schedule for January 1, 2018 - December 31, 2018

Non-Affiliated Station License Fee: \$247

Affiliated Station License Fee: \$148

"Affiliated" means a Licensed Station that broadcasts all or substantially all of the programming broadcast by the ABC, CBS, NBC, or Univision television networks pursuant to a network affiliation agreement with such television network.

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 to reflect the billing period concerned (as selected below – if no selection is made, Paragraph 2.B.(a) shall apply), as follows:

_____ (a) 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;

_____ (b) quarterly in four (4) equal installments, on or before January 1, for the billing period of January 1 through March 31; on or before April 1, for the billing period of April 1 through June 30; on or before July 1, for the billing period of July 1 through September 30; and on or before October 1, for the billing period of October 1 through December 31; or

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," which is incorporated herein (each, a "License Fee Report"), which shall contain the following information as of the Effective Date for each Licensed Station:

- (i) Call Letters;
- (ii) Channel;
- (iii) FCC City of License; and
- (iv) Affiliation (if any).

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.(i)-(iv) as of the preceding November 1; 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.

4. ACQUISITIONS AND DIVESTITURES.

A. In the event LICENSEE acquires or divests any FCC licensed low power television station during the Term, LICENSEE shall notify SESAC within forty-five (45) days of the effective date thereof, and upon SESAC's receipt of such notice, the station shall be deemed added to or removed from Schedule "A", as applicable, as of the effective date thereof, and the License Fee shall be adjusted accordingly. With respect to an acquisition, LICENSEE's notice shall contain a License Fee Report for such station setting forth the information identified in Paragraph 3.A, above.

B. Notwithstanding Paragraph 4.A above, in the event that SESAC does not receive timely notice of a divestiture, the applicable station shall be deemed removed from Schedule "A" effective the first day of the month following the month in which SESAC receives from LICENSEE notice of such divestiture; and LICENSEE's account will be credited accordingly.

5. OTHER PROVISIONS.

A. 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

B. **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.

2018 Annual License Fee Schedule

<u>Attendant Multiplier</u>	<u>0.0047</u>
<u>Minimum Annual License Fee</u>	<u>\$351</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	

SESAC Radio Broadcasting All-Talk Amendment

Reference is made to the SESAC LLC Radio Broadcasting Performance License for Radio Station _____

dated _____ between SESAC LLC ("SESAC") and _____ ("LICENSEE").

1. LICENSEE hereby represents and warrants to SESAC that Radio Station _____ is currently broadcasting programs consisting substantially only of news narration or dialogue, devoid of feature musical presentations, such musical elements as are broadcast being interwoven with commercial announcements, or as background music in live and/or recorded coverage of news events and the like and as such SESAC may rely on this representation and warranty to consider _____ an "All-Talk" station.
2. On the basis of such status, effective _____, LICENSEE may pay SESAC a reduced "All-Talk License Fee" which shall be twenty-five percent (25%) of the otherwise applicable fee under the SESAC's Schedule of Annual Performance License Fees for Radio ("Fee Schedule") then currently in effect.
3. LICENSEE shall notify SESAC in writing within ten (10) days of any changes in format of _____. In the event that the format of _____ changes, this Amendment shall no longer be in effect. SESAC shall have the right to independently verify that there has been a format change of _____ and may terminate this Amendment by providing ten (10) days written notice to LICENSEE. In the event of such termination, LICENSEE's fee will be adjusted to the applicable fee under the then current Fee Schedule effective the first day of the month in which the format of _____ changes.
4. Notwithstanding anything to the contrary contained herein, either SESAC or LICENSEE may terminate this Amendment, by giving thirty (30) days advanced written notice to the other party.

Except as expressly amended herein, all other terms and conditions remain in full force and effect.

New York, New York

Date: _____

LICENSEE: _____

By: _____

Type Name: _____

Title: _____

SESAC LLC

By: _____

Title: _____

SESAC MUSIC PERFORMANCE LICENSE FOR COMMERCIAL SPANISH LANGUAGE RADIO STATIONS

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>	
Station Information			
		AM/FM	Fulltime/Daytime
<i>(Call Letters)</i>	<i>(Frequency)</i>	<i>(Circle One)</i>	<i>(Circle One)</i>
Station Location			
<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>	
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 FCC - licensed commercial, terrestrial, Spanish language radio station for which the above supplied information applies is referred to herein as the "Licensed Station."

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 by means of over-the-air analog radio broadcasts by or through the Licensed Station.

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 transmissions licensed hereunder may originate or be accessed at any 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 such locations, including without limitation commercial and non-commercial establishments where all or any portion of the performances licensed hereunder are audible.
- 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 public performances made by any radio station which does not broadcast primarily Spanish language programming.

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 Schedules "A" and "B," which are 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).
- 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.

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 furnish to SESAC, upon request, copies of its program records, logs or any other records relating to musical compositions performed by or through the Licensed Station, as requested by SESAC.

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.

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 SESAC MUSIC PERFORMANCE LICENSE FOR COMMERCIAL SPANISH LANGUAGE RADIO STATIONS

1. LICENSE FEE CALCULATION..

The License Fee for each License Fee Period shall be calculated by: (i) locating the appropriate Market Classification in the Market Classification Table using the Population and (ii) applying such Market Classification and the High One Minute Spot Rate to SESAC's then-current Table of Annual Performance License Fees for Commercial Spanish Language Radio Stations. The Market Classification Table and SESAC's current Table of Annual Performance License Fees for Commercial Spanish Language Radio Stations are set forth on Schedule "B."

2. All-Talk DISCOUNT.

All-Talk Discount. The License Fee otherwise payable for the Licensed Station shall be reduced by seventy five percent (75%) if the Licensed Station's over-the-air, analog broadcast consists substantially of news narration or dialogue, devoid of feature musical presentations, with any musical elements broadcast being interwoven with commercial announcements, or utilized as background music in live and/or recorded coverage of news events and the like (the "All-Talk Discount").

3. 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 3.B, below) during the Term.

B. Subject to Paragraph 4.C 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.(d) 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;

_____ (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;

_____ (c) quarterly in four (4) equal installments, on or before January 1, for the billing period of January 1 through March 31; on or before April 1, for the billing period of April 1 through June 30; on or before July 1, for the billing period of July 1 through September 30; and on or before October 1, for the billing period of October 1 through December 31; or

_____ (d) monthly in twelve (12) equal installments, on or before the first (1st) day of each calendar month.

4. 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 "C," which is incorporated herein (each, a "License Fee Report") which shall indicate the following as of the Effective Date: (i) the High One Minute Spot Rate, (ii) the Population and (iii) whether the Licensed Station is eligible for the All-Talk Discount.

B. Between thirty (30) and sixty (60) days prior to each January 1 during the Term following the Effective Date, LICENSEE shall provide SESAC with an updated License Fee Report setting forth the High One Minute Spot Rate and Population for the Licensed Station. In the event LICENSEE fails to provide such information, SESAC may adjust the Licensed Station's High One Minute Spot Rate by two (2) tier levels (as set forth on SESAC's Table of Annual Performance License Fees), which adjustment shall be subject to SESAC's right to further adjust such amount pursuant to the other terms and conditions of this Agreement.

C. In the event the Licensed Station begins or ceases to qualify for the All-Talk Discount, LICENSEE shall, within thirty (30) days thereof, provide SESAC with written notice of the same, including the effective date of the change; and the License Fees will be adjusted accordingly effective the following month.

5. DEFINITIONS.

A. The "High One Minute Spot Rate" means the higher of the following amounts with respect to advertisements broadcast by or through the Licensed Station within the twelve (12) calendar month period commencing thirteen (13) months prior to the date that the applicable License Fee Report is due: (i) the highest amount that any advertiser has been assessed with respect to any single broadcast of any advertisement of one (1) minute in duration and (ii) the highest One Minute Equivalent Charge that any advertiser has been assessed with respect to any single broadcast of any advertisement of more or less than one (1) minute in duration. The "One Minute Equivalent Charge" means the purchase price with respect to a single broadcast of a particular advertisement, prorated to represent the portion of such payment that is attributable to one (1) second thereof, which amount shall then be multiplied by sixty (60).

B. "Population" means the population of Hispanic persons 12+ in the Licensed Station's Metro Survey Area ("MSA") as designated by Nielsen Audio, or, in the event the Licensed Station is not in a Nielsen Audio-designated MSA, the U.S. Census Hispanic population of the county in which the Licensed Station is located.

6. OTHER PROVISIONS

A. 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

B. **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 COMMERCIAL SPANISH LANGUAGE RADIO STATIONS******

I. This Fee Schedule is solely offered to commercial radio stations with fifty percent (50%) or more Spanish Language Programming

II. The annual fee is determined by the population of Hispanic persons 12+ in the station's Metro Survey Area as designated by Nielsen Audio and the station's high one-minute spot rate. In the event that the station is not in a Nielsen Audio-designated Metro Survey Area, the U.S. Census Hispanic population of the county in which the station's FCC City of License is located will determine market classification.

III. SESAC shall have the right on ten (10) days prior written notice, to examine during customary business hours, LICENSEE's books and records to such extent as may be necessary to verify any and all payments, statements, computations and reports rendered and accountings made or required hereunder. All data and information brought to SESAC's attention as a result of any examination shall be treated as confidential.

IV. Effective January 1, 2017 and January 1, 2018, the license fee rates applicable to the preceding calendar year shall be adjusted by the amount (rounded to the nearest dollar evenly divisible by 12) of the percentage change 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.

Market	Population Range		
AAA	7,500,000	-	& over
AA	4,000,000	-	7,499,999
A	2,000,000	-	3,999,999
B	1,000,000	-	1,999,999
C	500,000	-	999,999
D	250,000	-	499,999
E	100,000	-	249,999
F	50,000	-	99,999
G	10,000	-	49,999
H	0	-	9,999

**2018 Table of Annual Performance License Fees for Commercial Spanish Language
Radio Stations**

Effective January 1, 2018 through December 31, 2018

High One Minute Spot Rate	Markets									
	H	G	F	E	D	C	B	A	AA	AAA
\$0.00 - \$9.99	\$1,236	\$2,436	\$2,532	\$3,060	\$3,672	\$6,108	\$6,384	\$7,884	\$8,928	\$10,068
\$10.00 - \$24.99	\$2,436	\$3,672	\$4,560	\$6,108	\$7,884	\$10,992	\$12,780	\$14,592	\$16,488	\$18,564
\$25.00 - \$49.99	\$2,532	\$4,560	\$6,180	\$7,620	\$9,768	\$13,680	\$15,972	\$18,324	\$20,688	\$23,304
\$50.00 - \$99.99	\$3,060	\$6,108	\$7,620	\$9,768	\$10,992	\$16,428	\$19,152	\$21,900	\$24,744	\$27,852
\$100.00 - \$149.99	\$3,672	\$7,884	\$9,768	\$10,992	\$14,592	\$21,900	\$25,572	\$29,316	\$33,144	\$37,284
\$150.00 - \$299.99	\$6,108	\$10,992	\$13,680	\$16,428	\$21,900	\$32,844	\$38,316	\$43,956	\$49,692	\$55,908
\$300.00 - \$499.99	\$6,384	\$13,680	\$15,972	\$19,152	\$25,572	\$38,316	\$44,724	\$51,096	\$57,744	\$64,956
\$500.00 - \$999.99	\$7,884	\$14,592	\$18,324	\$21,900	\$29,316	\$43,956	\$51,096	\$58,380	\$65,976	\$74,232
\$1,000.00 - \$2,999.99	\$8,928	\$16,488	\$20,688	\$24,744	\$33,144	\$49,692	\$57,744	\$65,976	\$74,544	\$83,904
\$3,000.00 and over	\$10,104	\$18,636	\$23,400	\$27,972	\$37,416	\$56,160	\$65,244	\$74,544	\$84,252	\$94,788

**** This Schedule "B" is only applicable to radio stations which broadcast primarily Spanish language programming. Please contact SESAC for the appropriate fee schedule if your station's activities fall outside of this limitation.

**SCHEDULE "C" TO SESAC MUSIC PERFORMANCE LICENSE
FOR COMMERCIAL SPANISH LANGUAGE RADIO STATIONS
License Fee Report Form**

A.	FCC City of License	
B.	FCC ID Number	
C.	High One Minute Spot Rate	
D.	Metro Service Area ("MSA")	
E.	County (if not an "MSA")	
F.	Population of MSA or County	
G.	Is the Station All-Talk?	

SESAC MUSIC PERFORMANCE LICENSE FOR COMMERCIAL RADIO STATIONS

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>	
Station Information			
		AM/FM	Fulltime/Daytime
<i>(Call Letters)</i>	<i>(Frequency)</i>	<i>(Circle One)</i>	<i>(Circle One)</i>
Station Location			
<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>	
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 FCC - licensed commercial, terrestrial radio station for which the above supplied information applies is referred to herein as the "Licensed Station."

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 by means of over-the-air analog radio broadcasts by or through the Licensed Station.

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 transmissions licensed hereunder may originate or be accessed at any 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 such locations, including without limitation commercial and non-commercial establishments where all or any portion of the performances licensed hereunder are audible.
- 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 public performances made by any radio station which broadcasts primarily Spanish language programming.

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 Schedules "A" and "B," which are 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).
- 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.

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 furnish to SESAC, upon request, copies of its program records, logs or any other records relating to musical compositions performed by or through the Licensed Station, as requested by SESAC.

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.

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 SESAC MUSIC PERFORMANCE LICENSE FOR COMMERCIAL RADIO STATIONS

1. LICENSE FEE CALCULATION.

The License Fee for each License Fee Period shall be calculated by: (i) locating the appropriate Market Classification in the Market Classification Table using the Population and (ii) applying such Market Classification and the High One Minute Spot Rate to SESAC's then-current Table of Annual Performance License Fees for Commercial Radio Stations. The Market Classification Table and SESAC's current Table of Annual Performance License Fees for Commercial Radio Stations are set forth on Schedule "B."

2. All-Talk DISCOUNT.

All-Talk Discount. The License Fee otherwise payable for the Licensed Station shall be reduced by seventy five percent (75%) if the Licensed Station's over-the-air, analog broadcast consists substantially of news narration or dialogue, devoid of feature musical presentations, with any musical elements broadcast being interwoven with commercial announcements, or utilized as background music in live and/or recorded coverage of news events and the like (the "All-Talk Discount").

3. 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 3.B, below) during the Term.

B. Subject to Paragraph 4.C 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.(d) 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;

_____ (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;

_____ (c) quarterly in four (4) equal installments, on or before January 1, for the billing period of January 1 through March 31; on or before April 1, for the billing period of April 1 through June 30; on or before July 1, for the billing period of July 1 through September 30; and on or before October 1, for the billing period of October 1 through December 31; or

_____ (d) monthly in twelve (12) equal installments, on or before the first (1st) day of each calendar month.

4. 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 "C," which is incorporated herein (each, a "License Fee Report") which shall indicate the following as of the Effective Date: (i) the High One Minute Spot Rate, (ii) the Population and (iii) whether the Licensed Station is eligible for the All-Talk Discount.

B. Between thirty (30) and sixty (60) days prior to each January 1 during the Term following the Effective Date, LICENSEE shall provide SESAC with an updated License Fee Report setting forth the High One Minute Spot Rate and Population for the Licensed Station. In the event LICENSEE fails to provide such information, SESAC may adjust the Licensed Station's High One Minute Spot Rate by two (2) tier levels (as set forth on SESAC's Table of Annual Performance License Fees), which adjustment shall be subject to SESAC's right to further adjust such amount pursuant to the other terms and conditions of this Agreement.

C. In the event the Licensed Station begins or ceases to qualify for the All-Talk Discount, LICENSEE shall, within thirty (30) days thereof, provide SESAC with written notice of the same, including the effective date of the change; and the License Fees will be adjusted accordingly effective the following month.

5. DEFINITIONS.

A. The "High One Minute Spot Rate" means the higher of the following amounts with respect to advertisements broadcast by or through the Licensed Station within the twelve (12) calendar month period commencing thirteen (13) months prior to the date that the applicable License Fee Report is due: (i) the highest amount that any advertiser has been assessed with respect to any single broadcast of any advertisement of one (1) minute in duration and (ii) the highest One Minute Equivalent Charge that any advertiser has been assessed with respect to any single broadcast of any advertisement of more or less than one (1) minute in duration. The "One Minute Equivalent Charge" means the purchase price with respect to a single broadcast of a particular advertisement, prorated to represent the portion of such payment that is attributable to one (1) second thereof, which amount shall then be multiplied by sixty (60).

B. "Population" means the population of persons 12+ in the Licensed Station's Metro Survey Area ("MSA") as designated by Nielsen Audio, or, in the event the Licensed Station is not in a Nielsen Audio-designated MSA, the U.S. Census population of the county in which the Licensed Station is located.

6. OTHER PROVISIONS

A. 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

B. **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 COMMERCIAL RADIO STATIONS****

The annual fee is determined by the population of persons 12+ in the station's Metro Survey Area as designated by Nielsen Audio and the station's high one-minute spot rate. In the event that the station is not in a Nielsen Audio-designated Metro Survey Area, the U.S. Census population of the county in which the station's FCC City of License is located will determine market classification.

Effective January 1, 2017 and January 1, 2018, the license fee rates applicable to the preceding calendar year shall be adjusted by the amount (rounded to the nearest dollar evenly divisible by 12) of the percentage change 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.

Market Classification	Population
AAA	7,500,000 & Over
AA	4,000,000 - 7,499,999
A	2,000,000 - 3,999,999
B	1,000,000 - 1,999,999
C	500,000 - 999,999
D	250,000 - 499,999
E	100,000 - 249,999
F	50,000 - 99,999
G	10,000 - 49,999
H	Less Than 10,000

2018 Radio Station Fee Schedule

High One-Minute Spot Rate	Market Classification									
	H	G	F	E	D	C	B	A	AA	AAA
0.00 - 2.49	\$1,320	\$1,572	\$2,184	\$3,060	\$3,744	\$4,416	\$5,052	\$6,372	\$7,692	\$9,192
2.50 - 4.99	\$1,416	\$1,680	\$2,268	\$3,216	\$3,924	\$4,584	\$5,232	\$6,552	\$7,860	\$9,420
5.00 - 7.49	\$1,572	\$1,824	\$2,448	\$3,396	\$4,056	\$4,728	\$5,436	\$6,672	\$7,992	\$9,612
7.50 - 9.99	\$1,680	\$1,968	\$2,592	\$3,600	\$4,260	\$4,920	\$5,508	\$6,852	\$8,184	\$9,780
10.00 - 12.49	\$1,788	\$2,040	\$2,736	\$3,744	\$4,416	\$5,052	\$5,736	\$6,996	\$8,340	\$9,996
12.50 - 14.99	\$1,944	\$2,196	\$2,856	\$3,924	\$4,584	\$5,232	\$5,868	\$7,200	\$8,508	\$10,200
15.00 - 17.49	\$2,016	\$2,316	\$3,036	\$4,056	\$4,728	\$5,436	\$6,048	\$7,344	\$8,640	\$10,392
17.50 - 19.99	\$2,172	\$2,424	\$3,132	\$4,260	\$4,920	\$5,508	\$6,180	\$7,536	\$8,820	\$10,560
20.00 - 29.99	\$2,424	\$2,712	\$3,396	\$4,584	\$5,232	\$5,868	\$6,552	\$7,860	\$9,108	\$10,968
30.00 - 39.99	\$2,712	\$2,928	\$3,660	\$4,920	\$5,508	\$6,180	\$6,852	\$8,184	\$9,444	\$11,376
40.00 - 49.99	\$2,928	\$3,144	\$3,960	\$6,156	\$6,912	\$7,668	\$8,412	\$9,960	\$11,496	\$13,812
50.00 - 59.99	\$3,144	\$3,396	\$4,260	\$6,492	\$7,284	\$8,052	\$8,820	\$10,356	\$11,904	\$14,316
60.00 - 69.99	\$3,396	\$3,648	\$4,536	\$6,912	\$7,668	\$8,412	\$9,204	\$10,752	\$12,264	\$14,736
70.00 - 79.99	\$3,648	\$3,864	\$4,764	\$7,284	\$8,052	\$8,820	\$9,576	\$11,136	\$12,648	\$15,216
80.00 - 89.99	\$3,864	\$4,128	\$5,052	\$7,668	\$8,412	\$9,204	\$9,960	\$11,496	\$13,032	\$15,660
90.00 - 99.99	\$4,128	\$4,380	\$5,328	\$8,052	\$8,820	\$9,576	\$10,356	\$11,904	\$13,416	\$16,116
100.00 - 124.99	\$4,956	\$5,244	\$6,240	\$9,396	\$10,176	\$10,956	\$11,712	\$13,248	\$14,748	\$17,772
125.00 - 149.99	\$5,832	\$6,096	\$7,236	\$10,752	\$11,496	\$12,264	\$13,032	\$14,556	\$16,116	\$19,356
150.00 - 174.99	\$6,672	\$6,912	\$8,172	\$12,096	\$12,852	\$13,632	\$14,412	\$15,960	\$17,532	\$20,976
175.00 - 199.99	\$7,536	\$7,776	\$9,108	\$13,416	\$14,208	\$14,952	\$15,756	\$17,292	\$18,816	\$22,620
200.00 - 224.99	\$8,760	\$9,024	\$10,536	\$15,348	\$16,116	\$16,908	\$18,648	\$23,088	\$27,528	\$32,988
225.00 - 249.99	\$9,972	\$10,188	\$11,868	\$17,292	\$18,036	\$18,816	\$21,504	\$28,824	\$36,144	\$43,392
250.00 - 274.99	\$11,184	\$11,412	\$13,248	\$19,188	\$19,968	\$20,736	\$24,420	\$34,620	\$44,772	\$53,796
275.00 - 299.99	\$12,384	\$12,636	\$14,568	\$21,120	\$21,972	\$22,704	\$27,276	\$40,392	\$53,448	\$64,092
300.00 & over	\$13,596	\$13,884	\$15,996	\$23,088	\$23,856	\$24,636	\$30,216	\$46,152	\$62,100	\$74,508

**** This Schedule "B" is only applicable to radio stations which do not broadcast primarily Spanish language programming. Please contact SESAC for the appropriate fee schedule if your station's activities fall outside of this limitation.

**SCHEDULE "C" TO SESAC MUSIC PERFORMANCE LICENSE
FOR COMMERCIAL RADIO STATIONS
License Fee Report Form**

A.	FCC City of License	
B.	FCC ID Number	
C.	High One Minute Spot Rate	
D.	Metro Service Area ("MSA")	
E.	County (if not an "MSA")	
F.	Population of MSA or County	
G.	Is the Station All-Talk?	

SESAC Internet Performance License for LPFM Radio Stations

This License Agreement (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>	
Station Information			
(the "Licensed Web Site")			
<i>(Call Letters)</i>	<i>(Frequency)</i>	<i>(primary website URL)</i>	
Station Location			
<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>	
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>	

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 one (1) year (the "Initial Period"). Thereafter, this Agreement shall automatically continue in full force and effect for successive additional periods of one (1) year (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 by reason of any law, rule, decree or other enactment having the force of law,

by any authority, whether federal, state, local, territorial or otherwise, which shall result in substantial interference in SESAC's operation or any substantial increase in the cost of conducting its business.

- 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, 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, LPFM Station - branded Apps that, in either case, makes solely Station Materials available to consumer end users.
- d) The "LPFM Station" shall mean the Low Power FM radio station (as defined by the Federal Communications Commission (the "FCC")) whose call letters and FCC-assigned frequency are identified above.
- e) "Station Materials" means broadcasts, portions of broadcasts, public service announcements or other materials that are solely and directly associated with the LPFM Station.
- f) "Stream," "Streaming" or "Streamed" means the digital transmission of a digital file, via the Internet, which transmission is designed to be heard simultaneously with the transmission thereof and is not intended to produce or create a substantially complete fixed digital copy of the file for subsequent playback.
- g) "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.
- h) "Web Site" means an Internet domain comprising a series of interrelated Web Pages 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 Properties.

4. Limitation of Rights

- a) Except as specifically described in Paragraphs 2 and 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) This Agreement shall specifically exclude "Grand Rights" in and to the Compositions. For the purposes of this Agreement, "Grand Rights" include, but are not limited to, the right to perform, in whole or in part, dramatico-musical works 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.

5. License Fee

- a) In consideration of the rights granted herein, LICENSEE shall pay to SESAC a license fee (each, a "License Fee") for the initial calendar year of the Term in the following amounts:

2018 \$108.00

The License Fee for each calendar year during the Term following initial term shall be the amount of the License Fee for the preceding calendar year increased by the greater of seven and one-half percent (7.5%) and 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. For the avoidance of doubt, annual License Fees calculated under this Paragraph shall be based on the License Fee for the entire preceding calendar year (i.e., without regard to proration).

- b) The License Fee for the initial calendar year of the Term shall be due upon the execution of this Agreement. The License Fee for each additional calendar year during the Term shall be due on or before the commencement of such calendar year. If applicable, the License Fee for the initial calendar year during the Term shall be prorated to reflect payment for the period from the Effective Date through the end of such calendar year.
- 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 LICENSEE's pro rata share of 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. 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.

7. General

- a) 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).
- b) 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.

- c) 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 represents the parties' entire understanding with regard to the subject matter hereof and supersedes and cancels all prior negotiations and understandings between SESAC and LICENSEE in connection with the subject matter hereof. No modification of this Agreement shall be valid or binding unless in writing and executed by SESAC and LICENSEE. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect. No waiver of any breach of this Agreement shall be deemed a waiver of any preceding, continuing or succeeding breach of the same, or any other provision of this Agreement.
- d) 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.
- e) LICENSEE represents and warrants that, throughout the Term,: (i) LICENSEE shall operate the Licensed Properties on a non-commercial basis with respect to subscription fees, advertising and programming as such matters are detailed in the FCC rules and regulations with respect to the broadcasts covered thereby; and (ii) LICENSEE shall either be: (x) a governmental entity or (y) a non-profit institute which operates the Licensed Properties within the guidelines contained in the Internal Revenue Code with respect to tax-exempt organizations. In the event LICENSEE becomes aware that it is not in compliance with the preceding sentence, LICENSEE shall provide SESAC prompt notice of such failure.

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: _____

SESAC RADIO BROADCASTING PERFORMANCE LICENSE
Addendum for Digital Radio – 2018

This addendum (the “HD Addendum”) makes reference to the SESAC performance license between SESAC and _____ (“LICENSEE”) made effective _____ (the “License Agreement”) for the analog over-the-air broadcasts of the following terrestrial radio station (the “Authorized Station”):

Authorized Station Information		
_____ <i>(Call Letters)</i>	_____ <i>(Frequency)</i>	_____ <i>(FCC City and State of License)</i>

SESAC and LICENSEE hereby mutually agree to supplement the License Agreement as follows:

1. ADDITIONAL GRANT OF RIGHTS

Effective as of _____ 1, 201____ (the “HD Addendum Effective Date”), and subject to the limitations in Paragraph 2 below, 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 by over-the-air digital radio broadcasting by or through the Authorized Station on its digital broadcasting channels, as identified on Schedule “A” (each, a “Digital Channel”).

2. LIMITATION OF ADDITIONAL 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 grant of rights provided herein excludes public performances of the Compositions in connection with any digital broadcast or service, which requires a subscription, membership or other fee to access any portion thereof.

C. The authorization provided under this HD Addendum is limited to public performances made in the United States, its territories, possessions and the Commonwealth of Puerto Rico.

D. SESAC shall have the right, upon notice to LICENSEE, to withdraw from the scope of this HD Addendum 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).

3. ADDENDUM LICENSE FEE

A. In consideration of the grant of rights herein, for each calendar year during the Term (each, a “License Fee Period”) LICENSEE shall pay to SESAC a License Fee for each Digital Channel of the Authorized Station, as follows:

(i) For the Authorized Station’s first two (2) Digital Channels, a License Fee equal to the greater of a Minimum Fee of One Hundred Fifty Six Dollars (\$159.00) and five percent (5%) of the undiscounted License Fee for the Authorized Station under the License Agreement; and

(ii) For each additional Digital Channel of the Authorized Station, a License Fee equal to the greater of a Minimum Fee of One Hundred Fifty Six Dollars (\$159.00) and five percent (5%) of the undiscounted License Fee for the Authorized Station under the License Agreement.

B. Each Digital Channel featuring programs consisting substantially of news, narration, sports, or dialogue, devoid of feature musical presentation, may qualify for the SESAC all-talk amendment. Notwithstanding paragraph 3.A above, the License Fee due hereunder for any Digital Channel which qualifies for the SESAC all-talk amendment (each, an "All-Talk Digital Channel") shall be calculated in accordance with Paragraph 3.A, above, with the exception that the percentage of the License Fee due under the License Agreement utilized to arrive at the applicable License Fee for each such All-Talk Digital Channel shall be two and one half percent (2.5%) (rather than 5% as set forth in Paragraph 3.A).

C. Upon the execution of this Agreement, LICENSEE shall submit to SESAC the aggregate License Fee for the initial License Fee Period, which amount shall be prorated (if applicable) to represent the period from the HD Addendum Effective Date through the end of such License Fee Period. The aggregate License Fee for each License Fee Period thereafter shall be due on or before the commencement of such License Fee Period.

D. In the event LICENSEE launches any additional Digital Channels during the Term, LICENSEE shall notify SESAC within forty-five (45) days of the effective date of such event, which notice shall contain the date of the launch. Upon SESAC's receipt of such notice, the additional Digital Channel shall be deemed added to Schedule "A" as of the effective date of such launch; and the aggregate License Fee for the ensuing License Fee Period shall be increased by the amount of the License Fee for such Digital Channel, which amount shall be adjusted to represent payment for the period from the 1st of the month nearest to the effective date of the launch through the end of such License Fee Period.

E. In the event LICENSEE ceases to operate any Digital Channel during the Term, LICENSEE shall notify SESAC within forty-five (45) days of the effective date of such event, which notice shall contain the effective date of the cessation of operations. Upon SESAC's receipt of such timely notice, the Digital Channel concerned shall be deemed removed from Schedule "A" as of the effective date of the cessation of operations; and the aggregate License Fee for the ensuing License Fee Period shall be decreased by the amount of the License Fee for such Digital Channel, which amount shall be adjusted to represent the period from the 1st of the month nearest to the effective date of the cessation of operations through the end of such License Fee Period.

F. Notwithstanding anything to the contrary contained in this HD Addendum, SESAC shall have the right, but not the obligation, to verify any information that is required to be reported to SESAC by LICENSEE pursuant to this HD Addendum by independent sources, and SESAC may make any adjustment(s) to the License Fee(s) as may be appropriate based on information obtained from such sources.

G. Effective January 1 of each calendar year, the Minimum Fee set forth in paragraph 3 shall be increased by the greater of (rounded to the nearest dollar) five percent (5%) and the percentage 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.

4. REPORTING OF WORKS

Upon request, LICENSEE shall furnish to SESAC copies of its program records, logs, and all other records relating to the musical compositions performed on each Digital Channel. LICENSEE shall submit any reports required under this Paragraph 4 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 4 to a third party designee in a standard format compatible with such third party designee's computer system.

5. BREACH AND CURE

A. In the event LICENSEE is in default or breach of any provision of this HD Addendum, 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 HD Addendum 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.

6. TERM OF LICENSE

A. The term of this HD Addendum shall be for an initial period from the HD Addendum Effective Date through the end of the contract period in effect under the License Agreement as of the execution hereof (the "HD Addendum Initial Period"), and, thereafter, this HD Addendum shall continue in full force and effect for successive additional periods of one (1) year (each, an "HD Addendum Renewal Period"). Either party may terminate this HD Addendum effective as of the last day of the HD Addendum Initial Period or as of the last day of any HD Addendum Renewal Period, upon advance written notice to the other party by United States Certified Mail at least thirty (30) days prior to the commencement of the upcoming HD Addendum Renewal Period. The HD Addendum Initial Period and any HD Addendum Renewal Period(s) shall be collectively referred to herein as the "HD Addendum Term."

B. Notwithstanding the foregoing, this HD Addendum shall automatically terminate in the event that the License Agreement is terminated.

7. CONTRACT CONSTRUCTION

A. Both parties acknowledge that this HD Addendum and any additional incorporated documents are experimental in nature and shall be non-prejudicial and non-precedential with respect to either party's position concerning the reasonableness of fees, terms or conditions in any other licensing agreement.

B. This HD Addendum has been read and understood by both parties, and this HD Addendum contains their entire understanding with regard to the rights granted hereunder. No waiver, addition or modification shall be valid unless in writing and executed by SESAC and LICENSEE. No waiver of any breach of this HD Addendum shall be deemed a waiver of any preceding, continuing or succeeding breach of the same, or any other provision of this HD Addendum.

C. Except as expressly modified hereby, all terms and conditions of the License Agreement are incorporated herein by this reference and shall remain in full force and effect and are hereby ratified and reaffirmed, but in the event of any expressed inconsistency between the provisions of the License Agreement and this HD Addendum, this HD Addendum shall control with respect to the rights granted hereunder. Unless expressly defined to the contrary in this HD Addendum, all capitalized terms herein shall have the meanings ascribed to them in the License Agreement.

IN WITNESS THEREOF, the parties have caused this HD Addendum to be signed as of the day and year first written above.

LICENSEE

SESAC

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

**SESAC Radio Digital Radio Performance Addendum
Schedule "A"**

Call Letters: _____

Frequency: _____

FCC City / State of License: _____

Current Annual License Fee: \$ _____

Digital Channel	Format/ Description	Music, Talk* or Data?	Digital License Fee

*if talk, provide program schedule

SESAC Web Site & App Addendum

This addendum (the "Addendum") makes reference to the SESAC performance license between SESAC and _____ ("LICENSEE") made effective _____ (the "License Agreement") for the analog over-the-air broadcast of the following Radio Station (the "Authorized Station"):

Authorized Station Information		
(Call Letters)	(Frequency)	(FCC City and State of License)

SESAC and LICENSEE hereby mutually agree to supplement the License Agreement as follows:

1. ADDITIONAL DEFINITIONS

- A. "App" means a software application that is downloaded to an internet-connected consumer electronics device (e.g., mobile telephones, tablet computers).
- B. "Authorized Simulcast" means a Simulcast of an over-the-air broadcast of the Authorized Station.
- C. "Compositions" means all of the musical compositions for which SESAC is authorized to license the public performance right.
- D. The "High One Minute Spot Rate" means the higher of the following amounts with respect to advertisements broadcast by or through the Authorized Station within the prior twelve (12) calendar months: (i) the highest amount that any advertiser has been assessed with respect to any single broadcast of any advertisement of one (1) minute in duration and (ii) the highest One Minute Equivalent Charge that any advertiser has been assessed with respect to any single broadcast of any advertisement of more or less than one (1) minute in duration. The "One Minute Equivalent Charge" means the purchase price with respect to a single broadcast of a particular advertisement, prorated to represent the portion of such payment that is attributable to one (1) second thereof, which amount shall then be multiplied by sixty (60).
- E. "LICENSEE New Media Platforms" means the Station Web Site and LICENSEE's proprietary Apps.
- F. "Population" means the population of persons 12+ in the Authorized Station's Metro Survey Area ("MSA") as designated by Nielsen Audio, or, in the event the Authorized Station is not in an Nielsen Audio-designated MSA, the U.S. Census population of the county in which the Authorized Station is located.
- G. "Radio Station" means an FCC – licensed over-the-air commercial radio station.
- H. "Simulcast" means an internet transmission substantially identical to and simultaneous with an over-the-air broadcast of a Radio Station.
- I. "Station Programming" means all broadcasts, portions of broadcasts, promotions or advertising directly associated with the Authorized Station (excluding, for example, a Simulcast of an over-the-air broadcast of any Radio Station, other than the Authorized Station).
- J. "Station Web Site" means the Web Site located at the primary URL _____.
- K. "Third Party Platform" means a Web Site or an App other than LICENSEE New Media Platforms (e.g., TuneIn).
- L. "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.
- M. "Web Site" means a series of Web Pages comprising an internet domain registered with a domain name registration service and located at its assigned URL.

2. ADDITIONAL GRANT OF RIGHTS

Effective as of _____ 1, _____ (the "Addendum Effective Date"), and subject to the limitations in Paragraph 3 and the Fee Schedules, SESAC grants to LICENSEE the nonexclusive right and license to publicly perform non-dramatic renditions of the Compositions by internet transmissions: (i) of Station Programming via LICENSEE New Media Platforms and (ii) in the form of Authorized Simulcasts via Third Party Platforms.

3. LIMITATION OF ADDITIONAL GRANT

A. Except as specifically described in Paragraph 2, 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 authorization provided under this Addendum is limited to public performances made in the United States, its territories, possessions and the Commonwealth of Puerto Rico.

4. ADDENDUM LICENSE FEE

A. In consideration of the additional rights granted herein, LICENSEE shall pay to SESAC additional license fees for each billing period during the Addendum Term (each, an "Addendum License Fee") in accordance with the Schedules "A" and "B" then in effect (collectively, the "Fee Schedules"), the current versions of which are attached hereto and incorporated herein by this reference as if fully rewritten herein.

B. Notwithstanding anything to the contrary contained in this Addendum or the Fee Schedules, upon written notice to LICENSEE by United States Certified Mail, SESAC shall have the right to make changes to either or both of the Fee Schedules. In the event the Addendum License Fee increases as a result of such change(s), LICENSEE shall have the right to terminate this Addendum as of the date such increase is to take effect, provided that LICENSEE gives SESAC written notice of such termination by United States Certified Mail, not later than thirty (30) days after SESAC notifies LICENSEE of such change(s).

C. Notwithstanding anything to the contrary contained in this Addendum or the Fee Schedules, SESAC shall have the right, but not the obligation, to verify any information that is required to be reported to SESAC by LICENSEE pursuant to the Fee Schedules by independent sources, and SESAC may make any adjustment(s) to the Addendum License Fee(s) as may be appropriate based on information obtained from such sources.

5. REPORTING OF WORKS

All rights and obligations pertaining to reporting of the musical compositions performed via LICENSEE New Media Platforms shall correspond to those same rights and obligations under the License Agreement.

6. BREACH AND CURE/LATE PAYMENT CHARGE

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

B. SESAC shall have the right to impose a late payment charge of one and one-half percent (1.5%) per month for any Addendum License Fee payment that is more than thirty (30) days past due. SESAC shall have the right to impose an additional charge of \$35.00 for each dishonored check or other form of payment. In the event that 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, then LICENSEE shall be responsible for paying such amounts to SESAC.

7. TERM

A. Subject to the provisions of Paragraphs 4.B, 6.A and 7.B, this Addendum shall be in full force and effect for an initial period from the Addendum Effective Date through the end of the contract period in effect under the License Agreement as of the execution hereof (the "Addendum Initial Period"), and, thereafter, this Addendum shall continue in full force and effect for successive additional periods of one (1) year (each, an "Addendum Renewal Period"). Either party may terminate this Addendum effective as of the last day of the Addendum Initial Period or as of the last day of any Addendum Renewal Period, upon advance written notice to the other party by United States Certified Mail at least thirty (30) days prior to the commencement of the upcoming Addendum Renewal Period. The Addendum Initial Period and any Addendum Renewal Period(s) shall be collectively referred to herein as the "Addendum Term."

B. This Addendum shall automatically terminate in the event that the License Agreement is terminated.

8. CONTRACT CONSTRUCTION

A. Both parties acknowledge that this Addendum, the Fee Schedules, and any additional incorporated documents are experimental in nature and shall be non-prejudicial and non-precedential with respect to either party's position concerning the reasonableness of fees, terms or conditions in any other licensing agreement.

B. This Addendum has been read and understood by both parties, and this Addendum contains their entire understanding with regard to the rights granted hereunder. No waiver, addition or modification shall be valid unless in writing and executed by SESAC and LICENSEE. No waiver of any breach of this Addendum shall be deemed a waiver of any preceding, continuing or succeeding breach of the same, or any other provision of this Addendum.

C. Except as expressly modified hereby, all terms and conditions of the License Agreement are incorporated herein by this reference and shall remain in full force and effect and are hereby ratified and reaffirmed, but in the event of any expressed inconsistency between the provisions of the License Agreement and this Addendum, this Addendum shall control with respect to the rights granted hereunder. Unless expressly defined to the contrary in this Addendum, all capitalized terms herein or in the Fee Schedules shall have the meanings ascribed to them in the License Agreement.

IN WITNESS WHEREOF, the parties have caused this Addendum to be signed as of _____.
(Please insert today's date)

LICENSEE

SESAC

By: _____

By: _____

(type or print name)

Title: _____

Title: _____

Schedule "A" to the SESAC Radio Station Web Site & App Addendum

I. License Fee Calculation

A. *Addendum License Fee.* The Addendum License Fee for each billing period (as described in Paragraph II.B below) during the Addendum Term shall be the sum of: (i) the Basic License Fee for such billing period, as defined in Paragraphs I.B and I.C below; (ii) the Interactivity Premium for such billing period (if applicable), as defined in Paragraph I.D below; and (iii) any Syndication Premium(s) for such billing period (if applicable), as defined in Paragraph I.E below; and shall be subject to any license fee adjustments (if applicable), as described in Paragraph I.F below.

B. *Basic License Fee.* The basic license fee (the "Basic License Fee") under this Addendum for each billing period of the Addendum Term shall be determined pursuant to Schedule "B" by: (i) locating the appropriate Market Classification in the Market Classification Table using the Population; (ii) applying such Market Classification and the most recent High One Minute Spot Rate under the License Agreement to the Table of Basic License Fees for the calendar year in which such billing period occurs; and (iii) dividing the resulting amount by the number of billing periods during such calendar year.

C. *All-Talk Discount.* Subject to the minimum Basic License Fee for Radio Stations eligible for an "All-Talk Discount" (as described below), the amount of the Basic License Fee otherwise payable for a billing period shall be reduced by seventy five percent (75%) if during such billing period: (i) the Authorized Station is licensed under SESAC's All-Talk Amendment and (ii) all Station Programming transmitted through LICENSEE New Media Platforms and all Syndicated Simulcasts (as defined in Paragraph I.E below) consist substantially of news narration or dialogue, devoid of feature musical presentations, with any musical elements transmitted being interwoven with commercial announcements, or utilized as background music in live and/or recorded coverage of news events and the like (the "Addendum All-Talk Discount"). The minimum Basic License Fee for each billing period shall be the amount set forth in the All-Talk Discount Minimum Fee Table (as set forth on Schedule "B") for the calendar year in which such billing period occurs, divided by the number of billing periods during such calendar year.

D. *Interactivity Premium.* For any interactive functionality made available via one (1) or more LICENSEE New Media Platforms during any billing period, the Addendum License Fee otherwise payable hereunder for such period shall be increased by twenty five percent (25%) of the Basic License Fee payable for such period (the "Interactivity Premium"). For purposes hereof, "interactive functionality" means a service that makes transmissions of specific musical compositions at the direction of the end user (i.e., transmissions of musical compositions made 'on-demand').

E. *Syndication Premium.* For each Authorized Simulcast made available via one (1) or more Third Party Platforms during any billing period (each, a "Syndicated Simulcast"), the Addendum License Fee otherwise payable hereunder for such period shall be increased by thirty three percent (33%) of the Basic License Fee payable for such period (the "Syndication Premium"). Notwithstanding the foregoing, in the event that LICENSEE does not own or operate any LICENSEE New Media Platforms, then there shall be no Syndication Premium assessed hereunder for one (1) Syndicated Simulcast, provided that LICENSEE shall pay the Syndication Premium for each Syndicated Simulcast in excess of one (1).

F. *License Fee Adjustment.* In the event that, during the Addendum Term, LICENSEE shall begin or cease: (i) to qualify for the Addendum All-Talk Discount; (ii) offering interactive functionality via LICENSEE New Media Platform(s); or (iii) making available a Syndicated Simulcast (each, an "Adjustment Event"), LICENSEE shall, within thirty (30) days of such Adjustment Event, provide SESAC with written notice of the same, and such information shall be deemed added to or removed from Schedule "C" (as applicable) as of the date of such Adjustment Event, and the Addendum License Fee payable hereunder shall be adjusted pursuant to Paragraphs I.C, D, or E, above (as applicable).

II. License Fee Reporting & Payment

A. Upon the execution of this Addendum, LICENSEE shall provide SESAC with a report (the "License Fee Report") in the form attached hereto as Schedule "C," indicating whether LICENSEE owns or operates any LICENSEE New Media Platforms, and, if so, whether LICENSEE makes available any interactive functionality via LICENSEE New Media Platforms. In addition, the License Fee Report shall identify the number of LICENSEE's Syndicated Simulcasts, if any, and indicate whether LICENSEE qualifies for the Addendum All-Talk Discount under Paragraph I.C above. The License Fee Report shall contain such information as of the Addendum Effective Date.

B. Billing periods under this Addendum shall correspond to the billing periods in effect under the License Agreement, and Addendum License Fee payments shall be payable on or before the same dates that license fee payments are payable under the License Agreement, provided that the initial Addendum License Fee payment shall be submitted to SESAC along with the License Fee Report under Paragraph II.A above and prorated to reflect payment for the period from the Addendum Effective Date through the last day of the initial billing period during the Addendum Term.

C. Notwithstanding Paragraphs I.C-E or II.B above, with respect to any license fees to be paid or credited (as applicable) for an Adjustment Event for the billing period in which such Adjustment Event occurs, the following shall apply:

- (i) such amount shall be prorated to reflect the period remaining in the billing period following the Adjustment Event; and
- (ii) if the Adjustment Event results in an additional amount due to SESAC for such billing period, such amount shall be paid along with LICENSEE's notice of such Adjustment Event under Paragraph I.F above, or, if the Adjustment Event results in a credit for such billing period, said credit shall be applied to future Addendum License Fees.

D. This Schedule "A" is applicable to only Radio Station Web Sites and Apps which do not: (i) require a subscription fee or similar charge of the end user to receive any of the programming available thereby or (ii) make available more than 10,000 sound recordings and/or music videos for transmission on an 'on-demand' basis. Please contact SESAC for the appropriate fee schedule if the Authorized Station's activities fall outside of these limitations.

**SESAC Schedule “B” of Annual Performance License Fees
For Commercial Radio Station
Web Sites
2018**

The annual fee is determined by the population of persons 12+ in the radio station’s Metro Survey Area as designated by Nielsen Audio and the radio station’s high one-minute spot rate. In the event that the radio station is not in a Nielsen Audio-Designated Metro Survey Area, the U.S. Census population of the county in which the radio station’s FCC City of License is located will determine market classification.

Effective January 1, 2017 and January 1, 2018, the license fee rates applicable to the preceding calendar year shall be adjusted by the amount (rounded to the nearest dollar evenly divisible by 12) of the percentage change 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.

Market Classification	Population
AAA	7,500,000 & Over
AA	4,000,000 - 7,499,999
A	2,000,000 - 3,999,999
B	1,000,000 - 1,999,999
C	500,000 - 999,999
D	250,000 - 499,999
E	100,000 - 249,999
F	50,000 - 99,999
G	10,000 - 49,999
H	Less Than 10,000

I. Web Sites that offer interactive components shall be charged an additional 25% over and above the license fee arrived at utilizing the matrix set forth below. Interactive components include 'on-demand' streams and/or the ability to skip among available programs or sound recordings.

II. Web Site license fees will be reduced by 75% if the corresponding terrestrial radio station is licensed under SESAC's All-talk Amendment and all programming transmitted through the applicable Web Site consists substantially only of news narration or dialogue, devoid of feature musical presentations, such musical elements as are broadcast being interwoven with commercial announcements, or as background music in live and/or recorded coverage of news events and the like (an 'All-Talk Web Site'). The minimum annual license fee for All-Talk Web Sites shall be as follows:

2018: \$432.00

III. This fee schedule is applicable to only FCC-Licensed Over-The-Air Commercial Radio Station Web Sites which do not require a subscription fee or similar access charge of the end user to receive any of the programming available thereby and which make available no more than 3 'radio-style' linear streams and/or no more than 10,000 sound recordings and/or music videos available for transmission on an 'on-demand' basis. Please contact SESAC for the appropriate fee schedule if the scope of the offerings available via the applicable Web Site exceeds these limitations.

2018 Web Site Fee Schedule

Current Radio Station Spot Rate	Current Radio Station Market Classification									
	H	G	F	E	D	C	B	A	AA	AAA
0.00 - 2.49	\$612	\$612	\$684	\$732	\$732	\$924	\$924	\$1,200	\$1,548	\$1,548
2.50 - 4.99	\$612	\$612	\$684	\$732	\$732	\$924	\$924	\$1,200	\$1,548	\$1,548
5.00 - 7.49	\$612	\$612	\$732	\$924	\$924	\$924	\$1,200	\$1,200	\$1,548	\$1,548
7.50 - 9.99	\$660	\$660	\$732	\$924	\$924	\$924	\$1,200	\$1,200	\$1,548	\$1,992
10.00 - 12.49	\$660	\$660	\$732	\$924	\$924	\$1,200	\$1,200	\$1,548	\$1,548	\$1,992
12.50 - 14.99	\$660	\$816	\$924	\$924	\$1,200	\$1,200	\$1,548	\$1,548	\$1,548	\$1,992
15.00 - 17.49	\$816	\$816	\$924	\$1,200	\$1,200	\$1,548	\$1,548	\$1,548	\$1,548	\$1,992
17.50 - 19.99	\$816	\$816	\$1,200	\$1,200	\$1,548	\$1,548	\$1,548	\$1,548	\$1,992	\$2,544
20.00 - 29.99	\$816	\$1,056	\$1,200	\$1,548	\$1,548	\$1,548	\$1,548	\$1,992	\$1,992	\$2,544
30.00 - 39.99	\$1,056	\$1,056	\$1,200	\$1,548	\$1,548	\$1,548	\$1,992	\$1,992	\$1,992	\$2,544
40.00 - 49.99	\$1,056	\$1,056	\$1,200	\$1,548	\$1,548	\$1,992	\$1,992	\$1,992	\$2,544	\$3,276
50.00 - 59.99	\$1,056	\$1,056	\$1,548	\$1,548	\$1,992	\$1,992	\$1,992	\$2,544	\$2,544	\$3,276
60.00 - 69.99	\$1,056	\$1,368	\$1,548	\$1,992	\$1,992	\$1,992	\$2,544	\$2,544	\$2,544	\$3,276
70.00 - 79.99	\$1,368	\$1,368	\$1,548	\$1,992	\$1,992	\$2,544	\$2,544	\$2,544	\$3,276	\$4,224
80.00 - 89.99	\$1,368	\$1,368	\$1,548	\$1,992	\$2,544	\$2,544	\$2,544	\$2,544	\$3,276	\$4,224
90.00 - 99.99	\$1,368	\$1,368	\$1,992	\$1,992	\$2,544	\$2,544	\$2,544	\$3,276	\$3,276	\$4,224
100.00 - 124.99	\$1,764	\$1,764	\$1,992	\$2,544	\$2,544	\$2,544	\$3,276	\$3,276	\$4,224	\$4,224
125.00 - 149.99	\$1,764	\$1,764	\$1,992	\$2,544	\$3,276	\$3,276	\$4,224	\$4,224	\$4,224	\$5,448
150.00 - 174.99	\$2,268	\$2,268	\$2,544	\$2,544	\$3,276	\$4,224	\$4,224	\$5,448	\$5,448	\$5,448
175.00 - 199.99	\$2,268	\$2,268	\$2,544	\$2,544	\$3,276	\$4,224	\$4,224	\$5,448	\$5,448	\$5,448
200.00 - 224.99	\$2,928	\$2,928	\$3,276	\$3,276	\$4,224	\$4,224	\$4,224	\$7,020	\$7,020	\$7,020
225.00 - 249.99	\$2,928	\$2,928	\$3,276	\$4,224	\$4,224	\$4,224	\$7,020	\$9,072	\$9,072	\$9,072
250.00 - 274.99	\$3,756	\$3,756	\$4,224	\$4,224	\$4,224	\$4,224	\$7,020	\$9,072	\$9,072	\$9,072
275.00 - 299.99	\$3,756	\$3,756	\$4,224	\$5,448	\$5,448	\$7,020	\$7,020	\$9,072	\$9,072	\$9,072
300.00 & over	\$3,756	\$3,756	\$5,448	\$5,448	\$7,020	\$7,020	\$7,020	\$9,072	\$9,072	\$9,072

**Schedule "C" to the SESAC Radio Station Web Site & App Addendum
License Fee Report Form**

Identify LICENSEE New Media Platforms	
Is interactive functionality made available via LICENSEE New Media Platforms?	
Number of Syndicated Simulcasts	
Is LICENSEE entitled to an All-Talk Discount?	

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	2018 Semi-Annual Minimum Fee
.002787	\$330

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 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

Revenue Multiplier	2018 Semi-Annual Minimum Fee
.0082	\$330

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.	Other 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	2018 Semi-Annual Minimum Fee
.002787	\$330

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 Internet Performance License for NRBNMLC Members

This License Agreement (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

Legal Entity Name: _____ ("LICENSEE")

Street Address: _____

City, State, Zip: _____ Taxpayer ID#: _____

Individual or Title of Party to send notices to the attention of: _____

Telephone: _____ Fax: _____ Email: _____

A Corporation / Limited Liability Company / Partnership / Sole Proprietorship (Circle one)

State of Incorporation (If applicable): _____

Billing Address (If different from above):

With respect to the Licensed Properties associated with LICENSEE's Radio Station(s) identified on Schedule "B," including the Web Site(s) with the principal Universal Resource Locator(s) of (if applicable) _____ (the "Licensed Web Site(s)")

This Agreement shall be effective as of January 1, 2018 (the "Effective Date")

WHEREAS, SESAC is a musical composition performing rights organization authorized by its affiliated music publishers, songwriters and composers to issue public performance licenses and collect associated license fees on their behalves; and

WHEREAS, LICENSEE operates the Licensed Service(s); and

WHEREAS, the operation of the Licensed Service(s) involves the public performance of musical compositions; and

WHEREAS, such performances require the exercise of certain exclusive rights in and to musical compositions, including those that SESAC is authorized to license; and

WHEREAS, the parties acknowledge that the authorization to exercise these rights has monetary value; and

WHEREAS, the parties acknowledge that the fee structures for licenses covering digital media services are developing; and

WHEREAS, the parties intend that the terms and conditions of this Agreement shall be considered experimental in nature, non-prejudicial to the positions that either party may take in subsequent discussions and non-precedential with regard to any future agreements;

NOW, THEREFORE, SESAC and LICENSEE hereby mutually agree as follows:

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, sent via United States Certified Mail, specifically referencing this Paragraph at least ninety (90) 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) In the event LICENSEE fails to pay the license fee(s) hereunder when due or is otherwise in default or breach of any other material provision of this Agreement, and LICENSEE has not cured such default or breach within thirty (30) days following SESAC's written notice specifying such default or breach, then SESAC shall have the right to terminate this Agreement in addition to pursuing any and all other rights and/or remedies available to SESAC. Notwithstanding the foregoing, if a noticed non-monetary default or breach cannot reasonably be cured within the aforementioned thirty (30) day period, LICENSEE shall have such additional time as may be necessary provided LICENSEE commences its cure efforts within the thirty (30) day period and diligently proceeds with such cure efforts until completion.

2. Selected Definitions

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

- a) "Apps" means software applications downloaded to or otherwise integrated within consumer electronics devices (e.g., mobile telephones, tablet computers, video game/entertainment consoles).
- b) "Authorized Station" means a Radio Station that is identified on Schedule "B," as it may be amended from time to time in accordance with the terms of this Agreement.
- c) "Compositions" means all of the musical works for which SESAC is authorized to license the public performance right as provided herein.
- d) "Internet Channel" means an internet-only music/talk/sports channel that is made available via one (1) or more of the Licensed Properties and directly associated with one (1) or more Authorized Stations.
- e) The "Licensed Properties" means the Licensed Web Site(s) (including all subdomains thereof) and/or LICENSEE's proprietary Apps that are operated in direct association with one (1) or more Authorized Station(s). For the avoidance of doubt, a Web Site or App may also enable access to Internet Channels, and the availability of said Internet Channels shall not cause the Web Site or App to fall outside the scope of the definition of the term "Licensed Property" hereunder.
- f) The "Licensed Service(s)" shall mean LICENSEE's service(s) whereby LICENSEE transmits: (i) audio and/or audiovisual content to end users via the Licensed Properties or (ii) Simulcasts and Internet Channels to end users via Third Party Platforms.
- g) "Radio Station" shall mean a Federal Communications Commission-licensed terrestrial radio station that is owned or operated by LICENSEE and is operated non-commercially in accordance with the rules and regulations of Federal Communications Commission.

- h) "Simulcast" shall mean an internet or digital transmission of programming identical to and simultaneous with the programming contained within a radio broadcast of an Authorized Station and that is identified to listeners with the call letters of a single Radio Station.
- i) "Third Party Platforms" shall mean a Web Site or App that is owned or operated by a third party.
- j) "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.
- k) "Web Site" means an Internet domain comprising a series of interrelated Web Pages 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 within and as part of the Licensed Service.

4. Limitation of Rights

- a) Except as specifically described in this Agreement, 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.
- b) Except as specifically described in this Agreement, nothing contained herein shall be construed as permitting LICENSEE to grant to others the right 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 any recipient of the performance of any Composition to publicly perform, transmit or reproduce such Composition by any means, medium, method, device or process now or hereafter known, without first obtaining a written license from SESAC or the applicable SESAC affiliate(s).
- c) This Agreement shall specifically exclude "Grand Rights" in and to the Compositions. For the purposes of this Agreement, "Grand Rights" include, but are not limited to, the right to perform, in whole or in part, dramatico-musical works and dramatic works in a dramatic setting.
 - d) The performances licensed hereunder may originate or be accessed at any 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 such locations, including without limitation commercial and non-commercial establishments where all or any portion of the Licensed Service is audible.
- e) SESAC, on behalf of itself and its affiliated songwriters and music publishers, hereby covenants not to sue LICENSEE for copyright infringement arising out of LICENSEE's public performance of the Compositions during the Term in a public place as part of a "remote" or other promotional event at which LICENSEE is appearing.

5. License Fee

- a) In consideration of the rights granted herein, for each calendar year during the Term, LICENSEE shall pay to SESAC a license fee as set forth in Schedule "A" attached hereto and incorporated herein by this reference. Effective each January 1 during the Term following the Effective Date, the rates set forth in Schedule "A" 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 October and the preceding October.

- b) In the event that SESAC is determined by the taxing authority or courts of any state, territory or possession in which LICENSEE conducts its operations 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 (not including any taxes based on SESAC's net income), then LICENSEE shall reimburse SESAC, within thirty (30) days of SESAC's written demand therefor, for LICENSEE's pro rata share of any such tax derived from receipts received from LICENSEE.
- c) SESAC shall have the right to impose a late payment charge of the lesser of (i) one percent (1%) per month and (ii) the maximum rate permitted by law for any license fee payment that is more than thirty (30) days past due. SESAC shall have the right to impose an additional charge of \$35.00 for each dishonored check or other form of payment. In the event that SESAC incurs any reasonable costs or fees in connection with the collection of any amounts past due to SESAC hereunder, including without limitation reasonable attorney's fees, then LICENSEE shall be responsible for paying such amounts to SESAC upon receipt of an invoice and documentation evidencing such costs and/or fees.

6. Intentionally Omitted

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, during the Term of this Agreement, it will be (i) a member of the National Religious Broadcasters ("NRB"), (ii) a member of or affiliated with the NRB Noncommercial Music License Committee ("NRBNMLC"), or (iii) represented by NRBNMLC with regard to music licensing matters.
- b) SESAC shall have the right, upon written notice, to withdraw from the scope of this Agreement the right to publicly perform any Composition (or collection of Compositions) as to which an action has been threatened, instituted, or a claim made that SESAC does not have the right to license the public performance rights in such Composition (or collection of Compositions).
- c) This Agreement shall not be assignable to a third party by LICENSEE without the prior written consent of SESAC, which consent shall not be unreasonably withheld. Subject to the preceding sentence, this Agreement shall be binding upon and inure to the benefit of SESAC's and LICENSEE's legal representatives, successors and assigns, but no assignment shall relieve SESAC or LICENSEE of its obligations under this Agreement, which were incurred prior to the effective date of assignment. LICENSEE shall notify SESAC in writing within thirty (30) days of any change of ownership or control of LICENSEE's operations.
- d) This Agreement shall be governed by and subject to the laws of the State of New York, applicable to agreements made and to be wholly performed in New York.
- e) This Agreement represents the parties' entire understanding with regard to the subject matter hereof and supersedes and cancels all prior negotiations and understandings between SESAC and LICENSEE in connection with the subject matter hereof.
- f) No modification of this Agreement shall be valid or binding unless in writing and executed by SESAC and LICENSEE.

- g) If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect.
- h) No waiver of any breach of any provision 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, except to the extent such waiver is in writing and signed by the party entitled to enforce such provision.
- i) Except as otherwise provided in this Agreement, any notices pursuant to this Agreement must be in writing and sent to the other party at the address listed on the first page of this Agreement by (i) personal delivery, (ii) U.S. certified mail, postage prepaid, return receipt requested, or (iii) reputable overnight carrier. Notices will be deemed effectively given when (i) delivered or delivery is refused, if by personal delivery, (ii) four (4) business days after deposit with the U.S. Postal Service when sent by certified mail, or (iii) the following business day when sent by overnight carrier. The parties shall have the right to change the address at which it receives notices by providing the other party with notice of such address change in accordance with this Paragraph.
- j) This Agreement can be executed in multiple counterparts and when combined shall be deemed to be one document. This Agreement shall be deemed to have been fully executed when each party has signed a copy of this Agreement and has transmitted such copy (which transmission can be made electronically by facsimile or electronic mail) to the other party. For purposes of proving the existence of this Agreement, a party need only provide a copy, and not an original, of this Agreement.

9. Non-Commercial Representations and Warranties

This Agreement is conditioned upon (i) LICENSEE operating the internet feed portion of the Licensed Service(s) (to the extent that LICENSEE has direct control over such operations) on a noncommercial basis with respect to subscription fees, advertising and programming as such matters are detailed in the Federal Communications Commission rules and regulations with respect to the broadcasts covered thereby; and (ii) LICENSEE operating the Licensed Service within the guidelines contained in the Internal Revenue Code with respect to tax-exempt 501(c)(3) organizations. In the event LICENSEE becomes aware that it is not in compliance with the preceding sentence, LICENSEE shall provide SESAC prompt notice of such failure. SESAC may provide written notice of any breach of this Paragraph by LICENSEE and, if LICENSEE fails to timely cure such breach as provided in this Agreement, SESAC shall have the right to terminate this Agreement on thirty (30) days' advance written notice to LICENSEE.

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

LICENSEE

BY: _____
 (Signature)

 (Type or Print Name)

TITLE: _____

SESAC

BY: _____
 (Signature)

 (Type or Print Name)

TITLE: _____

Schedule "A"
to
the SESAC Internet Performance License for NRBNMLC Members

I. 2018 Annual License Fees

The Basic Annual License Fee:

- Authorized Stations and Internet Channels: The 2018 annual license fee for each Authorized Station and each Internet Channel shall be Ninety Six Dollars and .50 cents (\$96.50) (the "Basic Annual Fee").

Additional License Fee for Syndicated Stations and Syndicated Channels:

- For each Authorized Station whose Simulcast(s) are made available via one or more Third Party Platforms (e.g., iHeartRadio, TuneIn) (a "Syndicated Station") and each Internet Channel that is made available via one or more Third Party Platforms (a "Syndicated Channel") the additional 2018 annual license fee shall be Twenty Three Dollars and twenty five cents (\$23.25) (the "Annual Syndication Fee").

II. License Fee Reporting and Payment

Annual List of Stations and Channels:

A. Within thirty (30) days of each January 1 during the Term, LICENSEE shall provide SESAC with the following information effective as of such January 1 (provided that any information required to be submitted prior to the complete execution of this Agreement shall be submitted within thirty (30) days thereof): (i) identification of each Radio Station that is directly associated with one (1) or more of the Licensed Properties, indicating which, if any, of those Radio Stations are Syndicated Stations and (ii) identification of each Internet Channel that is made available via one (1) or more of the Licensed Properties and indicating which, if any, of those Internet Channels are Syndicated Channels (each, a "Station/Channel Report"). Said information shall be included on Schedule "B." For the avoidance of doubt, if a Licensed Property is directly associated with more than one (1) Radio Station, then LICENSEE shall report each such Radio Station to be identified on Schedule "B" in accordance with this Agreement.

Payment of License Fees:

B. Along with each Station/Channel Report submitted under Paragraph II.A, above, LICENSEE shall submit to SESAC an aggregate annual license fee equal to: (i) the Basic Annual Fee multiplied by the total number of Radio Stations and Internet Channels identified on such Station/Channel Report plus (ii) the aggregate number of those Radio Stations that are Syndicated Stations and Internet Channels that are Syndicated Channels multiplied by the Annual Syndication Fee.

Notification of Additional Stations or Channels:

C. In the event that during calendar year of the Term, any additional Radio Station shall become directly associated with one (1) or more of the Licensed Properties (each, an "Additional Station") or in the event that LICENSEE shall make any additional Internet Channels available via one (1) or more of the Licensed Properties (each, an "Additional Channel"), LICENSEE shall, within thirty (30) days of such event, provide SESAC with written notice of such Additional Station or Additional Channel, together with payment of the amount of the Basic Annual Fee for such Additional Station or Additional Channel (and, if the additional Radio Station or Internet Channel is a Syndicated Station or a Syndicated Channel, the Annual

Syndication Fee therefor). Upon such notice, SESAC shall add such information to Schedule "B" effective the first day of the month in which such Radio Station or Internet Channel began its operations to be covered under this Agreement.

Notification of Station or Channel Starting to be made available via Third Party Platforms:

D. In the event that, during any calendar year of the Term, any Authorized Station or Internet Channel becomes a Syndicated Station or Syndicated Channel, LICENSEE shall, within thirty (30) days of such event, provide SESAC with written notice that such Authorized Station has become an Syndicated Station or such Internet Channel has become a Syndicated Channel, together with payment of the amount of the Annual Syndication Fee for such Syndicated Station or Syndicated Channel. Upon such notice, SESAC shall add such information to Schedule "B" effective the first day of the month in which such Syndicated Station or Syndicated Channel began such operations.

III. This **Schedule "A"** is incorporated and made part of the Agreement, and its terms shall apply as if restated fully therein.

2018 Schedule B to SESAC Internet Performance License for NRBNMLC Members

Legal Entity Name: _____

	Call Letters or Internet Only Channel Name	Frequency	FCC City of License	URL	Syndication Y/N	License Fee (either \$96. 50 or \$119.75 if syndication applies)
1						
2						
3						
4						
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