

This Agreement, including any attached and referenced schedules (the "Agreement"), dated as of July 1, 2020, is made by and between Global Music Rights, LLC ("Company"), located at 1100 Glendon Avenue, Suite 2000, Los Angeles, California 90024 and the Lexington-Fayette Urban County Government located at 200 East Main Street, Lexington, KY 40507.

Company and Licensee hereby mutually agree as follows:

1. Definitions

- a. **"Compositions"** shall mean the musical compositions in which Company controls the right to license (alone or in combination with third party(ies), in each case depending on the percentage share of ownership that Company controls for the specific composition) public performances to the extent such rights are controlled by Company during the Term in the Territory. As used herein, Compositions shall only refer to the share (whether full or partial) of the compositions represented by Company.
- b. **"Effective Date"** shall mean July 1, 2020.
- c. **"Events"** shall mean any activity or function wholly or primarily sponsored, promoted or conducted by or under the auspices of Licensee, including but not limited to festivals, carnivals, farmers markets, fairs, dances, social events, and athletic events.
- d. **"License Fee"** shall be the total amount paid for all Licensed Premises and Events, calculated on an annual basis pursuant to the Rate Schedule due to Company by Licensee in exchange for the rights granted to Licensee herein.
- e. **"Licensed Premises"** means any locations owned or operated by Licensee and any location which has been engaged by Licensee for an Event. Licensed Premises shall include but not be limited to recreational facilities, community centers, parks, swimming pools, buildings, hospitals, zoos, athletic facilities, airports, streets, and shopping centers operated, owned, or engaged for use by Licensee.
- f. **"Rate Schedule"** shall mean the document at Exhibit A.
- g. **"Term"** shall mean the Initial Term (as defined below) in addition to any Renewal Periods (as defined below).
- h. **"Territory"** shall mean the United States, its territories and possessions.

2. Rights Grant

- (a) Company grants, and Licensee accepts, the non-exclusive right to perform publicly, or cause to be performed publicly solely at Licensee's Licensed Premises and Events in the Territory, non-dramatic renditions of the Compositions during the Term. Licensee agrees that this Agreement, and any amendments or extensions, is for any partial or full share of the Compositions represented by Company and that Licensee will not rely on a license from a third party that purports to grant a license to Licensee in the whole of a Composition based on the partial shares of such Composition offered by any third party.
- (b) Company shall have the right to withdraw from this license, at any time upon written notice, the right to publicly perform any Composition(s) if (i) Company no longer controls the right to publicly perform any Composition(s); or (ii) if a lawsuit has been brought or threatened regarding any such Composition(s).

3. Term

- (a) The Agreement shall be for an initial term of one (1) year ("Initial Term"), commencing on the Effective Date and continuing thereafter in full force and effect for additional succeeding terms of one (1) year each ("Renewal Period(s)"), unless terminated by either party.

(b) Either party shall have the right to terminate this Agreement as of the last day of the Initial Term or as of the last day of any Renewal Period(s) upon giving written notice to the other party by certified mail at least ninety (90) days prior to the commencement of the immediately subsequent Renewal Period(s).

(c) Notwithstanding anything to the contrary contained herein, Company shall have the right to terminate this Agreement: (i) at any time upon written notice to Licensee in the event that 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 to Licensee in the event that any law, rule, decree, or other enactment having the force of law, by any authority, whether federal, state, local, territorial or otherwise, shall result in substantial interference in Company's operation or any substantial increase in the cost of conducting its business. Company shall refund to Licensee any applicable License Fees paid in advance.

4. Limitations of Rights

(a) This license does not convey the right to publicly perform the Compositions by broadcast, telecast, cablecast, transmission by wire, or other electronic transmissions (including, but not limited to, by satellite, the Internet or on-line service) to persons or locations outside of the Licensed Premises. This limitation applies unless and to the extent otherwise expressly permitted by the Agreement.

(b) Company shall have the right, at its election and without limitation, to assign any of Company's rights hereunder, in whole or in part, to any person, including, without limitation, to a parent company, affiliate or subsidiary. Company shall also have the right to assign or sublicense any of its rights hereunder to any of its licensees in order to effectuate the purposes hereof. Licensee may assign, without written consent of Company, its rights under this Agreement to any person or entity owning or acquiring a substantial portion of the stock or assets of Licensee. Licensee shall not have the right to transfer or assign this Agreement nor the rights granted herein without the written consent of Company except as set forth in the immediately preceding sentence. No permitted assignment by Licensee shall relieve Licensee of its respective obligations hereunder, provided, however, that assignee may accept the obligations of assignor upon written notice to Company.

(c) This license is limited to non-dramatic renditions of the Compositions. To clarify, this license does not include the right to perform dramatico-musical works, either in whole or in substantial part, and it does not include the right to use the Compositions in any context that constitutes the exercise of "grand performance rights," as defined as the right to perform a copyrighted musical composition that is also accompanied by one or more of the following: drama, scenery, narration, storyline, script, costumes, dance and dancers, props, dialogue, pantomime, actors, or plot.

(d) This license does not convey the right to publicly perform the Compositions: (i) by means of any third party background music service providers licensed by Company; (ii) by any other services delivered by digital means or otherwise that are licensed by Company; or (iii) by coin-operated phonorecord players ("Jukeboxes"), as defined by the Copyright Act in 17 U.S.C. § 116.

(e) This license does not authorize performances; (i) at any congress, convention, trade show, exposition or similar activity presented by Licensee or on the Licensed Premises unless it is presented or sponsored solely by and under the auspices of Licensee, takes place entirely on the Licensed Premises, and is not open to the general public; (ii) at any permanently situated theme or amusement park owned or operated by Licensee; (iii) by or at any colleges or universities; or (iv) at any professional sports events taking place on the Licensed Premises.

(f) This license is limited to the Territory.

5. License Fees

(a) In consideration for the rights granted herein, Licensee shall pay to Company the applicable License Fee as calculated pursuant to the Rate Schedule on an annual basis. A copy of the current Rate Schedule is attached hereto, and incorporated herein, as Schedule "A".

(b) Notwithstanding anything to the contrary contained in this Agreement, upon sending of written notice to Licensee by certified mail, Company shall have the right to adjust the rates set forth in the Rate Schedule. In the event that Licensee's License Fee increases as a result of such adjustment to the Rate Schedule, Licensee shall have the right to terminate the Agreement as of the date such increase is to take effect, provided that Licensee gives Company written notice of such termination by certified mail, not later than thirty (30) days after receipt of Company's notice of such increase to Licensee.

(c) Company shall have the right to impose a late payment charge of one and one-half percent (1.5%) per month, or the maximum rate permitted by law, whichever is less, on any payment by Licensee that is more than thirty (30) days past due per the terms of the Rate Schedule. Company shall have the right to impose a \$25.00 service charge for each unpaid or dishonored check, draft or other means of payment submitted to Company by Licensee. In the event that Company incurs any expenses in connection with the collection of any amounts past due to Company, including but not limited to reasonable attorney's fees and outside collection agency costs, Licensee shall be responsible for reimbursing Company for such expenses.

(d) In the event that Company 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 sales, use, business use, gross receipts or other tax that is based on the amount of Company's fees from Licensee, then Licensee shall reimburse Company, within thirty (30) days of notification therefor, for Licensee's pro rata share of any such tax derived from fees received from Licensee.

(e) Licensee warrants and represents that Licensee has the right to enter into this Agreement and to satisfy its obligations hereunder to Company including pay the License Fees pursuant to the Rate Schedule.

6. Reports and Payment

(a) Licensee shall deliver the License Fee and a report for the Initial Term in a computer readable format to Company within thirty (30) days of the full execution of this Agreement. The License Fee and reports for each Renewal Period shall be due within thirty (30) days of the commencement of such Renewal Period.

(b) The annual reports shall include:

- (i) Licensee's population based on the most recent U.S. Census data;
- (ii) The License Fee due for the applicable 12-month period.

7. Right to Verify Reports

(a) Upon thirty (30) days prior written notice to Licensee, Company shall have the right to examine, by its duly authorized representatives, during customary business hours, the books and records of Licensee 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 Company's attention as a result of any examination shall be treated as confidential.

(b) Should any such examination reveal that Licensee has underpaid Company any License Fee obligation by less than five percent (5%), Licensee shall pay to Company (i) the amount of such underpayment and (ii) a finance charge on the balance shown due of one and one-half percent (1.5%) per month, or the maximum rate permitted by law, whichever is less, from the date(s) the License Fees should have been paid pursuant to this Agreement. The Licensee shall pay to Company the amount of any such underpayment and any finance charge within thirty (30) days upon notice from Company of the additional fees due.

(c) Should any such examination reveal that a Licensee has underpaid Company any License Fee obligation by five percent (5%) or more, the Licensee shall pay to Company (i) the amount of such underpayment; (ii) a finance charge on the balance shown due of one and one-half percent (1.5%) per month, or the maximum rate permitted by law, whichever is less, from the date(s) the License Fees should have been paid pursuant to this Agreement; and (iii) any reasonable costs incurred by Company to undertake such examination. Licensee

shall pay the unpaid balance remaining, finance charge, and any reasonable costs of such examination within thirty (30) days upon notice from Company.

8. Breach or Default

(a) Licensee shall not be entitled to recover damages or to terminate the Agreement by reason of any breach by Company of its material obligations, nor shall Company otherwise be deemed in default or breach of this Agreement by reason of any such breach, unless Company is given written notice thereof by Licensee and same is not cured within thirty (30) days after receipt of such notice. In the event Licensee terminates the Agreement pursuant to this paragraph, Licensee shall pay to Company any unpaid License Fees.

(b) Company shall not be entitled to recover damages or to terminate the Agreement by reason of any breach by Licensee of its material obligations, nor shall Licensee otherwise be deemed in default or breach of this Agreement by reason of any such breach, unless Licensee is given written notice thereof by Company and same is not cured within thirty (30) days after receipt of such notice. This right to terminate shall be available in addition to any and all other remedies that Company may have, including but not limited to the right to institute legal action for copyright infringement as permitted by the Copyright Act under 17 U.S.C. § 501.

9. Notices

All notices required or permitted to be given by either party to the other shall be deemed provided if sent by first class U.S. Mail, return receipt requested, or generally recognized expedited services where a receipt is received (e.g., FedEx) to the addresses set forth above. Company and Licensee shall notify the other in writing in the event of any address change.

10. Confidentiality

(a) Both parties acknowledge that the nature of this Agreement, the terms set forth in this Agreement and the non-public information provided by the parties to one another in the negotiation and carrying out of this Agreement including, but not limited to, all information pertaining to Company's client and Composition list (collectively, the "Confidential Information") are strictly confidential and both parties agree to keep the Confidential Information strictly confidential and to not disclose the Confidential Information to any third party without the prior written consent of both parties unless in response to legal action, and then upon prior written notice of five (5) business days and opportunity to respond to such legal process and protect Confidential Information, if permitted by law. The parties acknowledge that the Confidential Information is of great value to each party and if disclosed to third parties without the express written consent of the parties would cause irreparable harm. Accordingly, the parties agree that any breach or threatened breach of this confidentiality provision by either of them shall entitle the non-breaching party, in addition to any legal remedies available to it, to apply to a court of competent jurisdiction to enjoin any breach or threatened breach of this Agreement. The parties' obligations under this paragraph shall survive the expiration or termination of this Agreement. Both parties agree that after the Term of this Agreement, each party will destroy the Confidential Information provided by the other party if the providing party provides written notice requesting the receiving party to do so. Nothing herein contained, however, shall prevent Company from using such information for the purpose of licensing or collecting fees from Licensee for performances of the Compositions at the Licensed Premises.

(b) Nothing in subparagraph 10(a) above shall be construed to countermand Licensee's obligations under applicable state law (including the Kentucky Open Records Act, as applicable).

11. Miscellaneous

(a) Licensee is a Kentucky government entity and as such the terms and conditions of this Agreement are binding on Licensee to the extent authorized under applicable Kentucky state law.

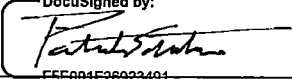
(b) This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes and cancels any and all previous and contemporaneous discussions, negotiations, covenants, agreements, commitments, representations, warranties and writings of any kind with respect thereto, all of which have been and are merged and integrated into, and are superseded by, this agreement. No modification, amendment, waiver, termination or discharge of this Agreement shall be binding upon Company unless confirmed

by a written instrument signed by an authorized officer of Company, or binding upon Licensee unless confirmed by a written instrument signed by Licensee or Licensee's representative. A waiver by either party of any term or condition of this Agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future or of any subsequent breach thereof. Except as otherwise specifically set forth in this Agreement, all rights, options and remedies in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, option or right available to either party. The headings of the paragraphs hereof are for convenience only and shall not be deemed to in any way affect the scope or meaning of this Agreement or any portion thereof.

(c) Each and every provision of this Agreement shall be considered severable, and if for any reason any provision or provisions herein are determined to be indefinite, invalid, contrary to any applicable existing or future laws or otherwise legally unenforceable, that shall not impair the operation or effect of any other portion of this Agreement, and any portion of this Agreement found to be unenforceable shall be severed, and the balance of the provisions of this Agreement shall remain in full force and effect.

GLOBAL MUSIC RIGHTS, LLC

LICENSEE

DocuSigned by:

BY: _____
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An Authorized Representative

BY: Linda Gorton
An Authorized Representative

NAME: Patrick Sabatini

NAME: Mayor Linda Gorton

SCHEDULE A:

**LOCAL GOVERNMENTS & MUNICIPALITIES
RATE SCHEDULE**

License Fee for each year shall be as follows:

LICENSEE POPULATION <i>(based on most recent US Census data)</i>	ANNUAL FEE
1 - 100,000	\$850
100,001 - 250,000	\$2,000
250,001 - 500,000	\$3,500
500,001 – over*	\$4,500

*Plus \$500 for each additional 100,000 population

For illustration purposes only, if Licensee has a population of 125,000, the License Fee shall be \$2,000.

****Please note that, pursuant to paragraph 6(a), payment for the Initial Term is due within thirty (30) days of the full execution of the Agreement, and payment for any Renewal Term is due within thirty (30) days of the commencement of such Renewal Term****

This schedule is incorporated and made part of the Agreement.

NOTICE TO ALASKA PROPRIETORS. Alaska law (Alaska Stat. § 45.45.500 et seq.) requires Global Music Rights ("Company"), a "performing rights society" as defined under the same statute, to provide you with the following information, in writing, at the time of the offer or within seventy-two (72) hours prior to the execution of any contract for the payment of royalties to Global Music Rights: (1) A schedule of the rates and terms of royalties under the contract, including any sliding scale, discounts, or reductions in rates on any basis, for which you may be eligible, and any scheduled increases or decreases in rates during the term of the contract; Be advised that the rates and terms of Company's performance rights license are contained in paragraphs 1, 3, 4, and/or 5 of the contract and the rate schedule attached thereto and made a part thereof. (2) Notice that Company has a toll-free telephone number from which you may obtain answers to inquiries concerning specific musical works and the copyright owners represented by Company; Company's toll-free information hotline is 310-209-6444; and (3) Notice that the most recent available list of the members or affiliates represented by Company and the most recent available list of the copyrighted musical works in Company's repertoire will be available on electronic media through the Cabaret Hotel and Restaurant Retail Association at Company's expense.

NOTICE TO ARKANSAS PROPRIETORS. Arkansas law (Ark. Code Ann. § 4-76-101 et seq.) requires Global Music Rights ("Company"), a "performing rights society" as defined under the same statute, to provide you with the following information, in writing, at least seventy-two (72) hours prior to the execution of any contract for the payment of royalties to Company: (1) A schedule of the rates and terms of royalties under the contract; Be advised that the rates and terms of Company's performance right license are contained in paragraphs 1, 3, 4, and/or 5 of the contract and the rate schedule attached thereto and made a part thereof. (2) At your request, the opportunity to review the most current available list of the members or affiliates represented by Company; The most current listing of Company's members may be accessed at <http://globalmusicrights.com>. (3) Notice that Company will make available, on your written request and at your sole expense, the most current available listing of the copyrighted musical works in the performing rights society's repertoire; Requests for the most current available listing of Company's repertoire can be made at <http://globalmusicrights.com>. and (4) A toll-free number that you can use to obtain answers to specific questions concerning the performing rights society's repertoire. Company's toll-free information hotline is 310-209-6444.

NOTICE TO COLORADO PROPRIETORS. Colorado law (C.R.S.A. § 6-13-101 et seq.) requires Global Music Rights ("Company"), a "performing rights society" as defined under the same statute, to provide you with the following information, in writing, at least seventy-two (72) hours prior to the execution of any contract requiring you to pay royalties to Company: (1) A description of the rules and terms of royalty payments required under the contract; The description of rules and terms of royalty payments is contained in paragraphs 1, 3, 4, and/or 5 of the contract and the rate schedule attached thereto and made a part of the contract. (2) A schedule of the rates and a description of the terms of royalty payments required under agreements executed by the copyright owner or performing rights society; These items are contained in paragraphs 1, 3, 4, and/or 5 of the agreement and the rate schedule attached thereto and made a part of the contract. (3) Information concerning how to obtain a current list of the copyright owners represented by that society; A current list of the copyright owners represented by Company and the works licensed under the contract above is available at <http://globalmusicrights.com>. and (4) Failure to provide you with this information will entitle you to bring an action against or to assert a counterclaim in an action brought by this performing rights society and, if you prevail, to recover three times your actual damages or one thousand dollars (\$1,000.00), whichever is greater, plus your costs and reasonable attorney fees under C.R.S.A. § 6-13-104.

NOTICE TO FLORIDA PROPRIETORS. Florida law (Fla. Stat. 501.93) requires Global Music Rights ("Company"), a "performing rights society" as defined under the same statute, to provide you with the following information, in writing, at least seventy-two (72) hours prior to the execution of any contract for the payment of royalties to Company: (1) A schedule of the rates and terms of royalties under the contract, and the basis upon which those rates were calculated; Be advised that the rates and terms of Company's performance rights license & the basis upon which those rates were calculated, are contained in paragraphs 1, 3, 4, and/or 5 of the contract and the rate schedule attached thereto and made a part thereof. (2) Notice that Company will make available, upon your written request, and upon your payment of the costs incurred in responding to your request, the most current available listing of the copyrighted musical works in Company's repertoire; Any request for the most current list of the Company's repertoire should be addressed to: Global Music Rights, 1100 Glendon Ave. Suite 2000, Los Angeles, CA 90024. Alternatively, the Company's repertoire may be accessed at <http://globalmusicrights.com>. (3) Notice that Company has established a toll-free telephone number and a means of computer access from which you may obtain answers to inquiries concerning specific musical works and the copyright owners represented by Company; Company's toll-free information hotline is 310-209-6444. The most current list of Company's works and affiliates may be accessed at <http://globalmusicrights.com>. (4) Notice that a copy of each form of contract or agreement offered by Company to a proprietor in this state will be made available upon request of any proprietor; Any request for copies of Company contracts should be addressed to: Global Music Rights, 1100 Glendon Ave. Suite 2000, Los Angeles, CA 90024. (5) Notice that Company complies with federal law and with orders of courts having appropriate jurisdiction regarding rates and terms of royalties and the circumstances under which licenses for rights of public performance are offered to any proprietor; (6) Notice that you are entitled to the information provided in this notice, and that the failure of Company to provide this information is unlawful; and (7) Notice that you should consider obtaining a separate license or other form of authorization from those performing rights societies or copyright owners whose copyrighted musical works are not licensed pursuant to Company's performance rights contract.

NOTICE TO IDAHO PROPRIETORS. Idaho law (Idaho Code § 48-1301 et seq.) requires Global Music Rights ("Company"), a "performing rights society" as defined under the same statute, to provide you with the following information, in writing: (1) Information as to whether specific copyrighted musical works are in Company's repertoire; Company's toll-free information hotline is 310-209-6444. and (2) The opportunity to review the most current available list of Company's members or affiliates. The most current list of Company's affiliates may be accessed at <http://globalmusicrights.com>.

NOTICE TO ILLINOIS PROPRIETORS. Illinois law (815 Ill. Comp. Stat. Ann. 637/1 et seq.) requires Global Music Rights ("Company"), a "performing rights society" as defined under the same statute, to provide you with the following information, in writing, at least seventy-two (72) hours prior to the execution of any contract requiring you to pay royalties to Company: (1) A schedule of the rates and terms of royalties under the contract; Be advised that the rates and terms of Company's performance right license are contained in paragraphs 1, 3, 4, and/or 5 of the contract and the rate schedule attached thereto and made a part thereof. (2) The opportunity, at your request, to review the most current available list of the affiliates represented by Company; The most current list of Company's affiliates may be accessed at <http://globalmusicrights.com>. and (3) Notice that Company will make available, upon your written request and at your sole expense, the most current available listing of the copyrighted musical works in Company's repertoire. Requests for the most current list of the Company's repertoire can be made at <http://globalmusicrights.com>.

NOTICE TO INDIANA PROPRIETORS. Indiana law (Ind. Code § 32-37-2 et seq.) requires Global Music Rights ("Company"), a "performing rights society" as defined under the same statute, to provide you with the following information, in writing, at least seventy-two (72) hours prior to the execution of any contract for the payment of royalties to Company: (1) A schedule of the rates and terms of royalties under the contract; Be advised that the rates and terms of Company's performance rights license are contained in paragraphs 1, 3, 4, and/or 5 of the contract and the rate schedule attached thereto and made a part thereof. (2) A toll-free telephone number from which you may obtain answers to inquiries concerning musical works and copyright owners represented by Company; Company's toll-free information hotline is 310-209-6444. (3) Notice that Company is in compliance with state and federal law and with orders of courts having jurisdiction over rates and terms of royalties and the licensing for public performance of copyrighted non-dramatic musical works; and (4) Notice that Company will make

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available, upon your written request and at your sole expense, the most current available listing of the copyrighted musical works in Company's repertoire. Any request for the most current list of the Company's repertoire should be addressed to: Global Music Rights, 1100 Glendon Ave. Suite 2000, Los Angeles, CA 90024. Alternatively, Company's repertoire may be accessed at <http://globalmusicrights.com>.

NOTICE TO IOWA PROPRIETORS. Iowa law (Iowa Code § 549.1 et seq.) requires Global Music Rights ("Company"), a "performing rights society" as defined under the same statute, to provide you with the following information, in writing, at least seventy-two (72) hours prior to the execution of any contract requiring you to pay royalties to Company: (1) A schedule of the rates and terms of royalties under the contract; Be advised that the rates and terms of Company's performance rights license are contained in paragraphs 1, 3, 4, and/or 5 of the contract and the rate schedule attached thereto and made a part thereof. (2) The opportunity, at your request, to review the most current available list of the affiliates represented by Company; The most current list of Company's affiliates may be accessed at <http://globalmusicrights.com>. (3) Notice that Company will make available, upon your written request and at your sole expense, the most current available listing of the copyrighted musical works in Company's repertoire; Any request for the most current list of the Company's repertoire should be addressed to: Global Music Rights, 1100 Glendon Ave. Suite 2000, Los Angeles, CA 90024. Alternatively, the Company's repertoire may be accessed at <http://globalmusicrights.com>. and (4) Notice that Company complies with federal law and with orders of courts having appropriate jurisdiction regarding rates and terms of royalties and the circumstances under which licenses for rights of public performance are offered to any proprietor.

NOTICE TO KANSAS PROPRIETORS. Kansas law (Kan. Stat. Ann. § 57-221 et seq.) requires Global Music Rights ("Company"), a "performing rights society" as defined under copyright law, to provide you with the following information, in writing, at least seventy-two (72) hours prior to the execution of any contract for the payment of royalties to Company: (1) A schedule of the rates and terms of royalties under the contract; Be advised that the rates and terms of Company's performance rights license are contained in paragraphs 1, 3, 4, and/or 5 of the contract and the rate schedule attached thereto and made a part thereof. (2) The opportunity, at your request, to review the most current available list of the affiliates represented by Company; The most current list of Company's affiliates may be accessed at <http://globalmusicrights.com>. and (3) Notice that Company will make available, upon your written request and at your sole expense, the most current available listing of the copyrighted musical works in Company's repertoire. Requests for the most current list of the copyrighted musical works in Company's repertoire can be made at <http://globalmusicrights.com>.

NOTICE TO MARYLAND PROPRIETORS. Maryland law (Md. Code Ann., Com. Law § 11-1401 et seq.) requires Global Music Rights ("Company"), a "performing rights society" as defined under the same statute, to provide you with the following information, in writing, at least seventy-two (72) hours prior to the execution of any contract for the payment of royalties to Company: (1) A schedule of the rates and terms of royalties under the contract; The rates and terms of Company's performance rights license, including any discounts available, are contained in paragraphs 1, 3, 4, and/or 5 of the contract and the rate schedule attached thereto and made a part thereof. (2) A schedule of the rates and terms of royalties under agreements executed by the performing rights society and proprietors of comparable businesses in the area; Please contact Company at <http://www.globalmusicrights.com> or at 310-209-6444 to request this information. (3) Company has a toll-free telephone number from which you may obtain answers to inquiries concerning specific musical works and the copyright owners represented by Company; Company's toll-free information hotline is 310-209-6444. (4) In the case of a performing rights society which offers discounts to proprietors in the area on any basis, the amounts and terms of those discounts; and (5) Notice that you are entitled to the information provided in this notice, and that failure of Company to provide this information may make the contract unenforceable.

NOTICE TO MICHIGAN PROPRIETORS. Michigan law (Mich. Comp. Laws § 445.2101 et seq.) requires Global Music Rights ("Company"), a "performing rights society" as defined under the same statute, to provide you with the following information, in writing, at least seventy-two (72) hours prior to the execution of any contract for the payment of royalties to Company: (1) A schedule of the rates and terms of royalties under the contract including, but not limited to, any sliding scale, discounts, or reductions in fees on any basis for which you may be eligible and any schedule increases or decreases in fees during the term of the contract; Be advised that the rates and terms of Company's performance rights license, including any discounts available, are contained in paragraphs 1, 3, 4, and/or 5 of the contract and the rate schedule attached thereto and made a part thereof. (2) Notice that Company shall, upon your request and before entering into a contract with you, provide a schedule of the rates and terms of royalties under contracts executed by Company and proprietors of comparable businesses in the state within the past 12 months; Any request for such a schedule should be addressed to: Global Music Rights, 1100 Glendon Ave. Suite 2000, Los Angeles, CA 90024. (3) Notice that Company has established an electronic database of its repertoire, a toll-free telephone number that can be used to answer inquiries regarding specific musical works licensed by Company and that Company shall provide, upon request and at cost, a copy of its most current lists of copyrighted musical works and members; Company's toll-free information hotline is 310-209-6444. Any request for a copy of the most current list of Company's copyrighted musical works and members can be made at <http://globalmusicrights.com>. (4) Notice of the fact that there are exemptions that may exclude you from liability under the copyright laws; The United States Copyright Act is set forth at 17 U.S.C. § 101 et seq. Exemptions are set forth at 17 U.S.C. §§ 105-110. Please contact your attorney for advice as to the applicability of any exemptions to your premises. and (5) Notice that you are entitled to the foregoing information and that the failure to provide this information is a violation.

NOTICE TO MINNESOTA PROPRIETORS. Minnesota law (Minn. Stat. § 325E.50 et seq.) requires Global Music Rights ("Company"), a "performing rights society" as defined under the same statute, to provide you with the following information, in writing, at least seventy-two (72) hours prior to the execution of any contract for the payment of royalties to Company: (1) A schedule of the rates and terms of royalties under the contract; Be advised that the rates and terms of Company's performance rights license, including any discounts available, are contained in paragraphs 1, 3, 4, and/or 5 of the contract and the rate schedule attached thereto and made a part thereof. (2) The opportunity, at your request, to review the most current available list of the affiliates represented by Company; The most current list of Company's affiliates may be accessed at <http://globalmusicrights.com>. and (3) Notice that Company will make available, upon your written request and at your sole expense, the most current available listing of the copyrighted musical works in Company's repertoire. The Company's repertoire may be requested at <http://globalmusicrights.com>.

NOTICE TO MISSOURI PROPRIETORS. Missouri law (Mo. Ann. Stat. § 436.150 et seq.) requires Global Music Rights ("Company"), a "performing rights society" as defined under the same statute, to provide you with the following information, in writing, at least seventy-two (72) hours prior to the execution of any contract for the payment of royalties to Company: (1) A schedule of the rates and terms of royalties under the contract, including any sliding scale, discounts, or reductions in fees on any basis for which you may be eligible, and any scheduled increases or decreases in rates during the term of the contract; Be advised that the rates and terms of Company's royalties, including any sliding scale, discounts, or reductions in fees on any basis for which you may be eligible, and any scheduled increases or decreases in rates during the term of the contract, are contained in paragraphs 1, 3, 4, and/or 5 of the contract and the rate schedule attached thereto and made a part thereof. (2) The opportunity to review, upon your request, the most currently available list of the copyright owners' licenses by Company at your premises; and (3) Notification of the method that you must use to obtain a listing of the copyrighted works licensed by contract, including the location of such listing of works licensed by Company and Company's toll-free information hotline number. Company's repertoire can be accessed at <http://globalmusicrights.com>. A listing may be requested at the same address. Company's toll-free information hotline is 310-209-6444.

NOTICE TO NEW JERSEY PROPRIETORS. New Jersey law (N.J. Stat. Ann. § 56:3A-1 et seq.) requires Global Music Rights ("Company"), a "performing rights society" as defined under the same statute, to provide you with the following information, in writing, at least seventy-two (72) hours prior to the execution of any contract for the payment of royalties to Company: (1) *A schedule of the rates and terms of royalties under the contract, and upon your request amounts and terms of any discounts offered to proprietors in your county;* Be advised that the rates and terms of Company's performance rights license, including any discounts available, are contained in paragraphs 1, 3, 4, and/or 5 of the contract and the rate schedule attached thereto and made a part thereof. (2) *Notice that Company will make available, upon your written request, and upon your payment of the costs incurred in responding to your request, the most current available listing of the copyrighted musical works in Company's repertory;* Any request for the most current list of Company's repertory should be made at <http://globalmusicrights.com>. (3) *Notice that Company has established a toll-free telephone number and a means of computer access from which you may obtain answers to inquiries concerning specific musical works and the copyright owners represented by Company;* Company's toll-free information hotline is 310-209-6444. The most current list of Company's works and affiliates may be accessed at <http://globalmusicrights.com>. and (4) *Notice that you are entitled to the foregoing information and that the failure to provide this information is a violation of the Music Licensing Practices Act.*

NOTICE TO NEW YORK PROPRIETORS. New York law (N.Y. Arts & Cult. Aff. Law § 31.04) requires Global Music Rights ("Company"), a "performing rights society" as defined under the same statute, to provide you with the following information, in writing, at least seventy-two (72) hours prior to the execution of any contract for the payment of royalties to Company: (1) *A schedule of the rates and terms of royalties under the contract;* Be advised that the rates and terms of Company's performance rights license, including any discounts available, are contained in paragraphs 1, 3, 4, and/or 5 of the contract and the rate schedule attached thereto and made a part thereof. (2) *The opportunity, at your request, to review the most current available list of the affiliates represented by Company;* The most current list of Company's affiliates is available on-line and may be accessed at <http://globalmusicrights.com>.

(3) *Notice that Company will make available, upon your written request, or the request of a bona fide trade association representing you, and at your sole expense, or the sole expense of the association, by electronic means or otherwise, the most current available listing of the copyrighted musical works in Company's repertory;* Any request for the most current list of the Company repertory should be addressed to: Global Music Rights, 1100 Glendon Ave. Suite 2000, Los Angeles, CA 90024. Alternatively, the Company repertory is available at <http://globalmusicrights.com>. (4) *Notice that Company has a toll-free telephone number from which you may obtain answers to inquiries regarding specific musical works and the copyright owners represented by Company;* Company's toll-free information hotline is 310-209-6444. and (5) *Notice that Company complies with federal law and with orders of courts having appropriate jurisdiction regarding rates and terms of royalties and the circumstances under which licenses for rights for public performance are offered to any proprietor.*

NOTICE TO NORTH DAKOTA PROPRIETORS. North Dakota law (N.D. Cent. Code § 47-21.2-01 et seq.) requires Global Music Rights, ("Company"), a "performing rights society" as defined under the same statute, to provide you with the following information prior to the execution of any contract for the payment of royalties to Company: (1) *Notice that Company will provide information as to whether specific copyrighted musical works are in Company's repertoire* This information can be accessed by calling Company's toll-free hotline at 310-209-6444. and (2) *The opportunity to review the most current available list of Company's affiliates.* The most current available list of Company's affiliates can be accessed at <http://globalmusicrights.com>.

NOTICE TO OKLAHOMA PROPRIETORS. Oklahoma law (Okla. Stat. Ann. tit. 15, § 790) requires Global Music Rights ("Company"), a "performing rights society" as defined under the same statute, to provide you with the following information, in writing, at least seventy-two (72) hours prior to the execution of any contract for the payment of royalties to Company: (1) *A schedule of the rates and terms of royalties under the contract;* Please be advised that Global Music Rights' license agreement contains such a schedule of the rates and terms of royalties in paragraphs 1, 3, 4, and/or 5 of the contract, along with the rate schedule that is attached to the license and made a part of the contract. and (2) *Annual notice, in a form prescribed by the Attorney General, that the proprietor is entitled to this information.*

NOTICE TO OREGON PROPRIETORS. Oregon law (Or. Rev. Stat. Ann. § 647.700) requires Global Music Rights ("Company"), a "performing rights society" as defined under the same statute, to provide you with the following information prior to the execution of any contract for the payment of royalties to Company: (1) *Notice that Company will provide information as to whether specific copyrighted musical works are in the repertoire of Company;* Company's toll-free information hotline is 310-209-6444. (2) *The opportunity to review the most current available list of Company's affiliates;* The most current available list of Company's affiliates can be accessed at <http://globalmusicrights.com>. and (3) *A schedule of the rates and terms of royalties under the contract, including any sliding scale or schedule for any increase or decrease of the rates for the duration of the contract.* Be advised that the rates and terms of Company's performance rights license, including any discounts available, are contained in paragraphs 1, 3, 4, and/or 5 of the contract and the rate schedule attached thereto and made a part thereof.

NOTICE TO TEXAS PROPRIETORS. Texas law (Tex. Occ. Code Ann. § 2102 et seq.) requires Global Music Rights ("Company"), a "performing rights society" as defined under the same statute, to provide you with the following information, in writing, at least seventy-two (72) hours prior to the execution of any contract for the payment of royalties to Company: (1) *A schedule of the rates and terms of royalties under the contract;* Be advised that the rates and terms of Company's performance rights license are contained in paragraphs 1, 3, 4, and/or 5 of the contract and the rate schedule attached thereto and made a part thereof. (2) *The opportunity, at your request, to review the most current available list of the affiliates represented by Company;* The most current list of Company's affiliates may be accessed at <http://globalmusicrights.com>. (3) *Notice that Company will make available, upon your written request and at your sole expense, the most current available listing of the copyrighted musical works in Company's repertory;* and (4) *Notice that Company will identify the method for securing the list.* Any request for the most current list of the Company repertory should be addressed to: Global Music Rights, 1100 Glendon Ave. Suite 2000, Los Angeles, CA 90024. Alternatively, the Company repertory may be accessed at <http://globalmusicrights.com>.

NOTICE TO UTAH PROPRIETORS. Utah law (Utah Code Ann. § 13-10a-1 et seq.) requires Global Music Rights ("Company"), a "performing rights society" as defined under the same statute, to provide you with the following information, in writing, at least seventy-two (72) hours prior to the execution of any contract for the payment of royalties to Company: (1) *Any sliding scale, discounts, or reductions in fees on any basis for which you may be eligible;* and (2) *Any scheduled increases or decreases in fees during the term of the contract.* Be advised that the rates and terms of Company's performance rights license, including any discounts available and any scheduled increases or decreases, are contained in paragraphs 1, 3, 4, and/or 5 of the contract and the rate schedule attached thereto and made a part thereof.

NOTICE TO VIRGINIA PROPRIETORS. Virginia law (Va. Code Ann. § 59.1-460 et seq.) requires Global Music Rights ("Company"), a "performing rights society" as defined under the same statute, to provide you with the following information, in writing, at least seventy-two (72) hours prior to the execution of any contract for the payment of royalties to Company: (1) *Notice that Company has filed for public inspection, within the previous twelve months, with the State Corporation Commission (i) a certified copy of each form of performing rights contract or license agreement providing for the payment of royalties made available from Company to any Virginia proprietor;* (ii) *the most current available list of Company's members or affiliates;* and (iii) *the most current available listing of the copyrighted musical works in Company's repertory;* (2) *Company will make available, upon request, to any proprietor, by electronic means or otherwise, information as to whether specific copyrighted musical works are in its repertory;* Information as to whether specific copyrighted musical works are in Company's repertory can be

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accessed by calling Company's toll-free information hotline at 310-209-6444. (3) *Company will make available, upon your written request, any of the information referred to in subdivision 1 of this section, at your sole expense, provided that such notice shall specify the means by which such information can be secured;* Any request for the list of Company affiliates or for Company's repertory should be addressed to: Global Music Rights, 1100 Glendon Ave. Suite 2000, Los Angeles, CA 90024. Alternatively, Company's repertory may be accessed at <http://globalmusicrights.com>. and (4) *Notice that Company complies with federal law and with orders of courts having appropriate jurisdiction regarding rates and terms of royalties and the circumstances under which licenses for rights of public performance are offered to any proprietor.*

NOTICE TO WISCONSIN PROPRIETORS. Wisconsin law (Wis. Stat. Ann. § 100.206) requires Global Music Rights ("Company"), a "performing rights society" as defined under the same statute, to provide you with the following information, in writing, at the time of the offer or between the time of the offer and seventy-two (72) hours prior to the execution of any contract for the payment of royalties to Company: (1) *Notice that Company must file annually for public inspection with the Wisconsin Department of Agriculture, Trade, and Consumer Protection a certified copy of each document that is used at the time of the filing by Company to enter into a contract with a proprietor who operates a retail establishment or restaurant in this state; and a list, that is the most current list available at the time of the filing, of the copyright owners who are represented by Company and of the musical works licensed by Company;* (2) *Company must make available by telephone or other electronic means, upon your request, information as to whether a specific musical work is licensed under a contract entered into by the performing rights society and a copyright owner;* Company's toll-free information hotline is 310-209-6444. Alternatively, Company's repertory may be accessed at <http://globalmusicrights.com>. (3) *Notice that Company will make available, upon your written request and your sole expense, any of the information required to be filed under subdivision 1;* Any such request should be addressed to: Global Music Rights, 1100 Glendon Ave. Suite 2000, Los Angeles, CA 90024. and (4) *Notice that Company complies with any applicable federal law or court order that relates to the rates and terms of royalties to be paid by you or that relates to the circumstances or methods under which contracts subject to this section are offered to you.*

NOTICE TO WYOMING PROPRIETORS. Wyoming law (Wyo. Stat. Ann. § 40-13-301 et seq.) requires Global Music Rights ("Company"), a "performing rights society" as defined under the same statute, to provide you with the following information, in writing, at least seventy-two (72) hours prior to the execution of any contract for the payment of royalties to Company: (1) *A schedule of the rates and terms of royalties under the contract;* Be advised that the rates and terms of Company's performance rights license are contained in paragraphs 1, 3, 4, and/or 5 of the contract and the rate schedule attached thereto and made a part thereof. (2) *The opportunity, at your request, to review the most current available list of the affiliates represented by Company;* The most current list of Company's affiliates may be accessed at <http://globalmusicrights.com>. (3) *Notice that Company will make available, upon your written request, or the request of a bona fide trade association representing you, and at your sole expense or the sole expense of the association, by electronic means or otherwise, the most current available listing of the copyrighted musical works in Company's repertory;* The most current list of the Company repertory may be accessed at <http://globalmusicrights.com>. (4) *Notice that Company has a toll-free telephone number which you can use to obtain answers to inquiries concerning specific musical works and the copyright owners represented by Company's toll-free information hotline is 310-209-6444.* and (5) *Notice that Global Music Rights complies with federal law and with orders of courts having appropriate jurisdiction regarding rates and terms of royalties and the circumstances under which licenses for rights of public performance are offered to any proprietor.*