IMPORTANT PAYMENT INFORMATION

Please be advised that there is a delay between the performance date of a song and the payment to you for its performance. It takes several months after the end of each calendar quarter for BMI to receive and process the information from the performance sources logged during that period (i.e. radio and television stations, Internet, etc.)

As a result, checks and statements covering U.S. performances of your works during the first calendar quarter of your affiliation may not be issued for 8 to 9 months after the end of that quarter.

There is an additional period of time required for the collection and transmission of foreign performance royalties.

For more information on BMI's royalty payments please visit our website at http://www.bmi.com/royalties.

INSTRUCTIONS FOR COMPLETING THE PUBLISHER APPLICATION FORM

We are delighted that you have expressed interest in affiliation as a BMI publisher. We would like to bring to your attention the fact that affiliation with BMI is likely to be of practical financial benefit to you only if you currently have musical compositions which are being performed or are likely to be performed either publicly or on broadcast or cable media or over the internet. If you have no such compositions, please do not submit the application at this time.

1. NAME OF YOUR PROPOSED PUBLISHING COMPANY

In order to eliminate confusion, it is necessary to reject any name identical with, or similar to, that of an established publishing company. List your name choices in order of preference. Names should not include special characters such as hyphens and ampersands. (Example not allowed: Bard-Mason Music. Allowed: Bard Mason Music).

2. BUSINESS ADDRESS/PHONE/FAX/EMAIL

Enter the complete mailing address of the proposed publishing company. Enter the phone, fax and email address.

3. BUSINESS STRUCTURE

Check the box that applies to the structure of your company and proceed to the appropriate section: A, B, C or D and complete all information as it applies to your company. To assist you in filling out your application correctly and completely, we have provided general information and answers to the most frequently asked questions for each company structure.

A. INDIVIDUALLY OWNED

Affiliation fee: $175.00 - **NON REFUNDABLE**

Enter your Social Security number – we cannot process your application without it. Foreign residents (excluding U.S. Citizens or green card holders) must supply a W-8BEN for tax purposes. Non-resident aliens living in treaty countries may qualify for a reduced withholding rate by supplying a U.S. ITIN (individual taxpayer identification number) on a completed W-8BEN form. To apply for a U.S. ITIN complete and return form W-7 to the IRS. Please see www.irs.gov for W-8BEN and W-7 forms. Enter your firm's business address. (If your business address is a P O Box, a different address must be listed for the owner's home address.)

B. FORMALLY ORGANIZED CORPORATION

Affiliation fee: $250.00 – **NON REFUNDABLE**

A copy of the Certificate of Incorporation must be submitted with this application.

If you are waiting for your company name to clear at BMI so you can incorporate, you can notify your Secretary of State's office as soon as we have notified you which name we have reserved for you. Once your corporation is established, you will need to provide a copy of the Certificate of Incorporation issued to you by the Secretary of State's office. If the state in which you reside does not issue a Certificate of Incorporation, you must provide a copy of the Articles of Incorporation. This document will either be signed by the Secretary of State or stamped indicating that the corporation has been finalized through the state

STATE OF INCORPORATION: Indicate the state in which your corporation was established.

TAX IDENTIFICATION NUMBER: Enter the nine-digit taxpayer identification number issued to your corporation**.** **(**Contact the IRS and request Form SS-4 to apply for this number.)

FORMALLY ORGANIZED CORPORATION (CONTINUED)

LIST ALL STOCKHOLDERS: Enter full names of stockholders. If a company is listed as a stockholder, also list the name(s) of the stockholder(s) of that corporation. If stockholder is a corporation, list the state in which the corporation is established and list the officers of that corporation. Enter home address of each stockholder. This information is kept confidential and is kept on file to use only as a secondary contact for the company. Enter the SS# of each stockholder or the tax ID# if the stockholder is a company. Please indicate if stockholder is not a US citizen and does not have SS #. Enter percentage of ownership for each stockholder. Please advise if there is outstanding stock to be issued. Do not list shares of stock – if shares are issued, you must provide the percentage of stock equal to the number of shares.

LIST ALL OFFICERS: Enter name, address, SS# and office held for each officer.

ADDITIONAL INFORMATION: Notify BMI if your publishing company is a division of an established corporation or if your established corporation is 'Doing Business As' (D/B/A) your publishing company.

NON-PROFIT CORP: Provide the following:

- Affiliation fee: $250.00 – **NON REFUNDABLE**
- Certificate of Incorporation or Articles of Incorporation, issued by the Secretary of State's office.
- Tax account number issued to the corporation
- Names of at least three Members or Directors--indicate whether they are Members or Directors--and who elects them
- Home address of each Member/Director
- Social Security # for each Member/Director
- Names and related information for officers in the non-profit corporation

C. PARTNERSHIP

Affiliation fee: $500.00 – **NON REFUNDABLE**

TAX IDENTIFICATION NUMBER: Enter the Tax ID # issued to this company. (See additional information below.)

PARTNERS: Enter full name of each partner. Enter the home address of each partner. Enter the SS# for each partner. Indicate if a partner is not a US citizen. Enter the percentage of ownership held by each partner. Percentages must total 100%.

- If a corporation is a partner, list separately the principal owners of the company, their home addresses and Social Security Numbers. Please also provide advise the officers and the state in which it is incorporated.
- Please provide the tax identification number for the partner corporation.
- Addresses are kept confidential and only used for secondary contact purposes.
- For foreign partnerships formed in countries where there is a tax treaty with the United States, a W-8BEN should be submitted with the U.S. tax ID number issued to the company.
- For foreign partnerships formed in countries where no U.S. tax treaty exists, a W-8IMY for the company is required along with W-8BEN forms for each partner.

D. FORMALLY ORGANIZED LIMITED LIABILITY COMPANY

Affiliation Fee: $250.00 – **NON REFUNDABLE**

Copy of Articles of Organization must be submitted with the application.

If you are waiting for your company name to clear at BMI in order to file for the LLC, you can notify your Secretary of State's office as soon as we have notified you which name we have reserved for you. Once your LLC is established, please provide a copy of the Articles of Organization issued by the Secretary of State's office. Articles of Organization must either be signed by the Secretary of State or stamped indicating date, book and page number showing that the LLC has been filed with the State. If Articles are not available, you must submit a copy of the Operating Agreement. This information is kept confidential.

TAX IDENTIFICATION NUMBER: Enter the nine-digit tax number issued to your LLC**.**

STATE OF ORGANIZATION: Indicate the state in which your LLC was organized.

LIST ALL MEMBERS: Enter full names of all members. If a company is listed as a member, please indicate the owner(s) name(s) or, if a member is a corporation, list the state in which the corporation was formed and officers of that corporation. Enter home address of each member. This information is kept confidential and used only as a secondary contact for the company. Enter SS# for each member. If a company or corporation is a member, enter that

company's tax number. Please indicate if member is not a US citizen and does not have SS #. Enter the percentage of ownership held by each member.
ADDITIONALLY: Please indicate if your publishing company is a division of your LLC or if the LLC is 'Doing Business As' (D/B/A) the publishing company.

4. OWNERSHIP INFORMATION
Provide the applicable information in this area.

5. WEBSITE INFORMATION
Provide the information in this area only if you want your company information listed on our website – otherwise leave it blank.

6. ADMINISTRATION INFORMATION
If you have entered into an administration agreement with another publisher please list the information in this area.

7. BMI REPRESENTATIVE
If you have a representative that you normally deal with at BMI please list their name.

8. DART ROYALTIES
Please see the included document "Facts About DART Royalties" before completing this section.

9. SUBSTITUTE W-9
This section must be completed by U.S. citizens and green card holders for tax purposes. Foreign residents (excluding U.S. Citizens or green card holders) must supply a W-8BEN and/or W-8IMY form for tax purposes. Non-resident aliens living in treaty countries may qualify for a reduced withholding rate by supplying a U.S. ITIN (individual taxpayer identification number) on a completed W-8BEN form. To obtain an ITIN please submit form W-7 to the IRS. Please see www.irs.gov for W-8BEN, W-8IMY, and W-7 forms.

AUTHORIZED SIGNATURE
Signature on all documents must be in ink and that of the Individual Owner, Partner, an Officer in the corporation, Member of the LLC, or Manager of the LLC if a Manager has been appointed. Documents will not be accepted if they are signed by an attorney, a personal manager, an administrator, or anyone other than the authorized signatory.

ADDITIONAL INFORMATION:

A. The substitute Form W-9 must be completed. See the Substitute W-9 section above for exceptions.
B. If a publishing company is INDIVIDUALLY OWNED, the owner's Social Security Number is acceptable as the publishing company's tax number. You do not need to apply for a tax identification number/EIN.
C. Partnerships, Corporations and LLC are required to obtain a tax identification number/EIN from the IRS. Social Security Numbers are not acceptable for partnerships, LLC's or corporations.
D. Instructions for obtaining a tax identification number/EIN from the IRS for a partnership, LLC or corporation and notifying BMI are as follows:
    - Complete and return to BMI: signed Publisher Application, both copies of signed contracts, and the affiliation fee.
    - Hold the Form W-9 in your files UNTIL BMI has reserved a name for your publishing company. At that time, contact the IRS and request a Form SS-4 to apply for the taxpayer identification number for your publishing company.
    - As soon as the IRS notifies you of the tax identification number that has been assigned to your publishing company, complete and sign the Form W-9 and return it for final processing of your publisher affiliation to the attention of Publisher Administration, 10 Music Square East, Nashville TN 37203. For faster processing, you may fax the Form W-9 but you must mail the original.

REINSTATING YOUR PUBLISHING COMPANY:
If you had a publishing company affiliated with BMI in the past and wish to re-activate the company, please contact publisheradministration@bmi.com.

PUBLISHER APPLICATION

PLEASE READ THE INSTRUCTION PAGES BEFORE BEGINNING. YOUR APPLICATION CANNOT BE PROCESSED UNLESS ALL QUESTIONS HAVE BEEN FULLY ANSWERED. REMEMBER TO COMPLETE AND SIGN ALL DOCUMENTS AND INCLUDE THE APPROPRIATE AFFILIATION FEE.

1. **Name of Your Proposed Publishing Company**:
   (In order to eliminate confusion, it is necessary to reject any name identical with, or similar to, that of an established publishing company.)

   1st Choice: _____

   2nd Choice: _____

   3rd Choice: _____

   4th Choice: _____

   5th Choice: _____

2. **Business Address**:

   _____

   _____

   Business Phone: (_____)_____ **Fax**: (_____)_____ **Email**: _____

3. **Business Structure**: (Check only one box)

******* FEE MUST BE RECEIVED WITH APPLICATION *******

☐ A. Individually Owned – Fee: $175.00

☐ B. Formally Organized Corporation – Fee: $250.00

☐ C. Partnership – Fee: $500.00

☐ D. Formally Organized LLC – Fee: $250.00

PROCEED TO THE SECTION OF THIS APPLICATION THAT IS APPROPRIATE FOR YOUR BUSINESS STRUCTURE.

FOR INTERNAL USE ONLY

☐ CHECK ☐ CASHIER'S CHECK ☐ MONEY ORDER TO ACCTG: _____	CONTACT NAME: _____	ENTERED BY: _____ VERIFIED: _____	1 JINGLES 2 TV 3 THEATRE 4 CONCERT 5 JAZZ

A. INDIVIDUALLY OWNED

Name of Individual: _____ Social Security Number: _____- _____- _____
Last First Middle

Complete Address: _____
Street City State Zip Code

If you are now or have ever been a writer-member or writer affiliate of BMI, ASCAP, SESAC or any foreign performing rights organization, enter the information below:

Name of Organization: _____ Period of Affiliation: _____

Proceed to page 4 – question 4

B. FORMALLY ORGANIZED CORPORATION

EXACT NAME OF CORPORATION: _____

Does this corporation have a division or DBA at ASCAP or SESAC? ☐ Yes ☐ No

☐ Division ☐ DBA Company Name: _____ ☐ ASCAP ☐ SESAC

State of Incorporation:_____ Tax Identification Number: _____-_____

Is your BMI publishing company a division or DBA of your corporation? ☐ Division ☐ DBA

***** Please submit a copy of the Certificate of Incorporation with the application *****

List All Stockholders:

Name	Home Address & Zip Code	SS# or Tax ID#	% Of Ownership	Is Stockholder A Publicly Traded Corporation ?

List All Officers:

Name	Home Address & Zip Code	SS# or Tax ID #	Office Held

Proceed to page 4 – question 4

C. PARTNERSHIP

Tax Identification Number/EIN: _____-_____ (cannot be a social security number)

Names of Partners	Home Address & Zip Code	SS# or Tax ID#	% of Ownership

Proceed to page 4 – question 4

D. FORMALLY ORGANIZED LIMITED LIABILITY COMPANY

EXACT NAME OF LLC: _____

Does this Limited Liability Company have a division or DBA at ASCAP or SESAC? ☐ Yes ☐ No

☐ Division ☐ DBA Company Name: _____ ☐ ASCAP ☐ SESAC

State Where Organized: _____ Tax Identification Number: _____-_____

Is your BMI publishing company a division or DBA of your LLC? ☐ Division ☐ DBA

*****Please submit a copy of the Articles of Organization with the application*****

List All Members:

Name	Home Address & Zip Code	SS# or Tax ID#	% of Ownership

List Manager(s) Authorized Under Articles of Organization, If Any:

Name	Home Address & Zip Code	SS# or Tax ID#	Do they have authority to sign agreements and otherwise act on behalf of the company?

Proceed to page 4 – question 4

4. If any owner, stockholder, officer, partner, member/manager, or executive has been or is connected with any other publishing company engaged in the solicitation, publication or exploitation of music, please give following information:

Publishing Company Name	Performing Rights Organization	Position Held
_____	_____	_____
_____	_____	_____
_____	_____	_____

5. Do you wish to have your company information listed on the BMI web site? ☐ Yes ☐ No

If yes, enter the information below:

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ FAX:_____

Email: _____ Web Page Address (URL): _____

6. Is your publishing company currently being administered by another BMI publishing company? ☐ Yes* ☐ No

_____
Name of Administrator (please print)

_____
Contact Person (please print)

_____
Address

* You must submit a copy of your Administration Agreement with this application. The Administration Agreement will not be processed until your publisher affiliation has been finalized.

7. Do you have a contact or representative at BMI? ☐ Yes ☐ No

If yes, please provide their name:_____

Proceed to page 5 – question 8

8. Please refer to the insert titled "Facts About DART Royalties" before completing this section. Check one of the boxes below:

☐ Applicant authorizes BMI under the affiliation agreement to be consummated between applicant and BMI to negotiate, collect and distribute publisher royalties for all of applicant's musical works payable under the Audio Home Recording Act of 1992 and/or any amendments thereto or substitutions therefore ("AHRA") and, to the extent possible, collect for and distribute to applicant royalties arising from or as compensation for home recording in countries outside of the United States, its territories and possessions. This authorization shall continue to be effective unless revoked with respect to AHRA for future years upon notice sent to BMI by registered or certified mail, return receipt requested, at least sixty (60) days before the end of any calendar year. Any such revocation shall be effective beginning with the calendar year subsequent to the time of notice and shall in no way affect the period or terms of the affiliation agreement that is in force between applicant and BMI.

☐ Applicant declines to authorize BMI to represent applicant for AHRA and foreign home recording royalties.

9. SUBSTITUTE W-9 (Request for Taxpayer Identification Number and Certification)

Print or Type
See Specific Instructions on page 2 of the Form W-9 at www.irs.gov

Name (as shown on your income tax return)

Business name (if different from above)

Check appropriate box for federal tax classification:
☐ Individual/Sole Proprietor/ single member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/Estate
☐ Limited liability company. Enter the tax classification C=C corporation, S=S corporation, P=Partnership) _____
☐ Other _____

Exempt payee code (if any) _____

Address (Number, Street and Apt. or Suite No.)

Requestor's name and address (optional)

City, State, ZIP Code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your (TIN) in the appropriate box. For individuals, this is your Social Security Number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see Part I instructions on page 3 of Form W-9 at www.irs.gov. For other entities, it is your Employer Identification Number (EIN). If you do not have a number, see *How to get a TIN* on page 3 of the Form W-9 at www.irs.gov for guidelines. **Note**: If the account is in more than one name, see the chart on page 4 of the Form W-9 found on www.irs.gov for guidelines on whose number to enter.

Social Security Number
| | | + | | + | | | | |

Employer Identification Number
| | + | | | | | | | |

Part II Certification

Under penalties of perjury, I certify that:
1. The number shown on this form is my correct tax payer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. Citizen or other U.S. person, **and**
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions: You must strikeout the certification item B if you have been notified by the IRS that you are subject to backup withholding due to notified payee underreporting, and you have not received notice that the backup withholding has been cancelled.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Signature → Signature of U.S. Person: | Date:

NOTICE

It is acknowledged that any contract consummated between applicant and BMI will be entered into in reliance upon the representations contained in this application and the representation that the owners, including partners, are over the age of eighteen. The contract will be subject to cancellation if any question herein contained is not answered fully and accurately or if the true name of each owner, stockholder, officer, partner, member/manager, or executive employee is not reported in question 3 (A, B, C, or D) and 4 hereof.

Date: _____ **Authorized Signature**: _____
(Signature must be that of an owner, partner, member/manager, or officer)

Print Name of Signatory: _____

SIGNING THE AGREEMENTS:

BOTH COPIES of the agreement must be signed on Page 9 by an owner, partner, officer or member/manager of the publishing company exactly as signed on the application. BMI will enter the date, your company name and address and the period of the agreement in Paragraph 1. The agreement will be effective at the beginning of the calendar quarter in which we received your documents in acceptable form.

RETURNING THE PROPER DOCUMENTS:

YOU MUST RETURN THE FOLLOWING DOCUMENTS TO BMI

1. The completed, signed application
2. Both copies of the signed agreement
3. A cashier's check, money order, or personal check payable to BMI in the amount of $175 for individually owned publishing companies, $250 for corporations and limited liability companies, or $500 for partnerships.
4. Foreign residents (excluding U.S. Citizens or green card holders) must supply a W-8BEN and/or W-8IMY form for tax purposes. Non-resident aliens living in treaty countries may qualify for a reduced withholding rate by supplying a U.S. ITIN (individual taxpayer identification number) on a completed W-8BEN form. To apply for a U.S. ITIN complete and return form W-7 to the IRS. Please see www.irs.gov for W-8BEN, W-8IMY, and W-7 forms.

If you company business structure is a corporation or LLC please include a copy of the Articles of Incorporation or Articles of Organization.

Please send the documents to:
Publisher Administration, 10 Music Square East, Nashville, TN 37203.

If you have provided an email address on the application, you will receive an email confirming your affiliation with BMI. The email will also provide information on how to access BMI's Online Services. Online Services is the key to your ability to receive royalties from BMI in the future. In Online Services, you can:

- Register your works so that we can track and pay for performances of your music
- View your catalog and royalty statements
- Change your address
- Go Green! Sign up for direct deposit and paperless statements
- Access exclusive discounts on many products and services such as music equipment, low-cost health insurance and much more through BMI's Platinum Privileges program

An executed copy of your BMI agreement will be sent to you via mail within 4 to 6 weeks of affiliation.

If you have any questions with respect to the application, please contact Publisher Administration at publisheradministration@bmi.com.

Please direct all other inquiries to the Writer/Publisher Relations office nearest you.

Atlanta
Star Metals Offices
1055 Howell Mill Road, Suite 1210
Atlanta, GA 30318
atlanta@bmi.com

Austin
1400 S. Congress Avenue
Suite B 200
Austin, TX 78704
austin@bmi.com

New York
7 World Trade Center
250 Greenwich Street
New York, NY 10007-0030
newyork@bmi.com

Los Angeles
9420 Wilshire Blvd. Suite 200
Beverly Hills, CA 90212
losangeles@bmi.com

London
84 Harley House, Marylebone Road
London NW1 5HN
london@bmi.com

Nashville
10 Music Square East
Nashville, TN 37203-4399
nashville@bmi.com

Toll-Free Service: 1-844-BMI-4255 (1-844-264-4255)
International Callers: 1-615-401-2200

FACTS ABOUT DART ROYALTIES

Congress enacted a law in 1992 called the Audio Home Recording Act which provides that manufacturers and importers of certain digital home recording equipment and blank media will pay a royalty on each blank audio tape and digital recorder offered for sale in the United States ("digital audio recording technologies" or "DART"). The legislation is designed to compensate the music industry, including writers, composers and publishers of musical compositions, for lost income that results from digital noncommercial home copying of records, CDs, tapes and broadcast transmissions.

The royalty system contained in the law requires a percentage of the price of each covered blank digital tape and digital recording device to be paid to the Copyright Office for distribution. Writers and publishers of musical works are collectively entitled to 33-1/3 percent of the royalties collected each year. The remainder will be distributed to record companies, artists, musicians and unions.

Some music publishers will collect their royalties through the Harry Fox Agency. BMI has, however, been requested by some music publishers who do not license through that agency (or any other publishers' collective) to have BMI take on the function of collecting and distributing their share of the DART publishers royalties for them. BMI's distributions of DART royalties to date have been based on a combination of performance data and Sound Scan record sale data. Our traditional performing rights royalties will be kept separate from this new royalty source.

If you want BMI to collect your DART royalties, or any foreign royalties for home recording, it is necessary that you **check the box where indicated on the Publisher Application electing to appoint BMI as your authorized agent.** This will assure that BMI can act on your behalf. This authorization will also allow BMI to collect comparable royalties from foreign countries, several of which have laws that apply more broadly to all analog and digital recording. You may terminate your authorization at the end of any calendar year for future years by giving BMI sixty (60) days written notice prior to the end of the current year.

Please remember that unless you plan to make an individual claim to royalties, which may be costly and time consuming, or to authorize BMI or another publishers' collective to represent you, you will forfeit your right to receive royalties.

BMI®

AGREEMENT made on _____ between BROADCAST MUSIC, LLC ("BMI"), a Delaware limited liability company, whose address is 7 World Trade Center, 250 Greenwich Street, New York, NY 10007-0030 and _____, a _____, doing business as _____ ("Publisher"), whose address is _____.

W I T N E S S E T H :

1. The term of this agreement shall be the period from _____ to _____, and continuing thereafter for additional periods of five (5) years each unless terminated by either party at the end of said initial period or any additional period, upon notice sent by registered, certified or Express mail, or other sending method that requires that the date that the item is sent be recorded by the courier (e.g., overnight mail or messenger service), not more than six (6) months or less than three (3) months prior to the end of any such period.

2. As used in this agreement, the word "Work" or "Works" shall mean:

A. All musical compositions (including the musical segments and individual compositions written for a dramatic or dramatico-musical work) whether published or unpublished, now owned or copyrighted by Publisher or in which Publisher owns or controls performing rights; and

B. All musical compositions (including the musical segments and individual compositions written for a dramatic or dramatico-musical work) whether published or unpublished, in which hereafter during the term Publisher acquires ownership of copyright or ownership or control of the performing rights, from and after the date of the acquisition by Publisher of such ownership or control.

3. Except as otherwise provided herein, Publisher hereby sells, assigns and transfers to BMI, its successors or assigns, for the term of this agreement:

A. All the rights which Publisher owns or acquires publicly to perform, and to license others to perform, anywhere in the world, in any and all places and in any and all media, now known or which hereafter may be developed, any part or all of the Works.

B. The non-exclusive right to record, and to license others to record, any part or all of any of the Works on electrical transcriptions, wire, tape, film or otherwise, but only for the purpose of performing such Work publicly by means of radio and television or for archive or audition purposes. This right does not include recording for the purpose of sale to the public or for the purpose of synchronization (1) with motion pictures intended primarily for theatrical exhibition or (2) with programs distributed by means of syndication to broadcasting stations, cable systems or other similar distribution outlets.

C. The non-exclusive right to adapt or arrange any part or all of any of the Works for performance purposes, and to license others to do so.

4. Notwithstanding the provisions of subparagraph A of paragraph 3 hereof:

A. The rights granted to BMI by said subparagraph A shall not include the right to perform or license the performance of more than one song or aria from a dramatic or dramatico-musical work which is an opera, operetta or musical show or more than five (5) minutes from a dramatic or dramatico-musical work which is a ballet, if such performance is accompanied by the dramatic action, costumes or scenery of that dramatic or dramatico-musical work.

B. Publisher, together with all the writers and co-publishers, if any, shall have the right jointly, by written notice to BMI, to exclude from the grant made by subparagraph A of paragraph 3 hereof performances of Works comprising more than thirty (30) minutes of a dramatic or dramatico-musical work, but this right shall not apply to such performances from (1) a score

originally written for or performed as part of a theatrical or television film, (2) a score originally written for or performed as part of a radio or television program, or (3) the original cast, sound track or similar album of a dramatic or dramatico-musical work.

C. Publisher, the writers and/or co-publishers, if any, retain the right to issue non-exclusive licenses for performances of a Work or Works in the United States, its territories and possessions (other than to another performing rights licensing organization), provided that within ten (10) days of the issuance of such license or within three (3) months of the performance of the Work or Works so licensed, whichever is earlier, BMI is given written notice thereof and a copy of the license is supplied to BMI.

5.

A. As full consideration for all rights granted to BMI hereunder and as security therefore, BMI agrees to make the following payments to Publisher with respect to each of the Works in which BMI has performing rights:

(1) For radio and television performances of Works in the United States, its territories and possessions, BMI will pay amounts calculated pursuant to BMI's then standard practices upon the basis of the then current performance rates generally paid by BMI to its affiliated publishers for similar performances of similar compositions. The number of performances for which Publisher shall be entitled to payment shall be estimated by BMI in accordance with its then current system of computing the number of such performances.

Publisher acknowledges that BMI licenses performances of the Works of its affiliates by means other than on radio and television, but that unless and until such time as methods are adopted for tabulation of and payment for such performances, payment will be based solely on performances in those media and locations then currently surveyed. In the event that during the term of this agreement BMI shall establish a system of separate payment for performances by means other than radio and television, BMI shall pay Publisher upon the basis of the then current performance rates generally paid by BMI to its other affiliated publishers for similar performances of similar compositions.

(2) For performances of Works outside of the United States, its territories and possessions, BMI will pay to Publisher monies received by BMI in the United States from any performing rights licensing organization which are designated by such organization as the publisher's share of foreign performance royalties earned by any of the Works after the deduction of BMI's then current handling charge applicable to its affiliated publishers and in accordance with BMI's then standard practices of payment for such performances.

(3) In the case of Works which, or rights in which, are owned by Publisher jointly with one or more other publishers, the sum payable to Publisher under this subparagraph A shall be a pro rata share determined on the basis of the number of publishers, unless BMI shall have received from Publisher a copy of an agreement or other document signed by all of the publishers providing for a different division of payment.

B. Notwithstanding the provisions of subparagraph A of this paragraph 5, BMI shall have no obligation to make payment hereunder with respect to (1) any performance of a Work which occurs prior to the date on which BMI shall have received from Publisher all of the material with respect to such Work referred to in subparagraph A of paragraph 12 hereof, and in the case of foreign performances, the information referred to in subparagraph B of paragraph 16 hereof, or (2) any performance of a Work as to which a direct license as described in subparagraph C of paragraph 4 hereof has been granted by Publisher, its co-publishers or the writers, or (3) any performance for which no license fees shall be collected by BMI, or (4) any performance of a Work which Publisher claims was either omitted from or miscalculated on a royalty statement and for which BMI shall not have received written notice from Publisher of such claimed omission or miscalculation within nine (9) months of the date of the royalty distribution seeking to be adjusted.

6. In accordance with BMI's then current standard practices, BMI will furnish periodic statements to Publisher during each year of the term showing the monies due pursuant to subparagraph A of paragraph 5 hereof. Each such statement shall be accompanied by payment of the sum thereby shown to be due to Publisher, subject to all proper deductions, if any, for taxes, advances or amounts due to BMI from Publisher.

7.

A. Nothing in this agreement requires BMI to continue to license the Works subsequent to the termination of this agreement. In the event that BMI continues to license Publisher's interest in any Work, however, BMI shall continue to make

payments to Publisher for such Work for so long as Publisher does not make or purport to make directly or indirectly any grant of performing rights in such Work to any other licensing organization. The amounts of such payments shall be calculated pursuant to BMI's then current standard practices upon the basis of the then current performance rates generally paid by BMI to its affiliated publishers for similar performances of similar compositions. Publisher agrees to notify BMI by registered or certified mail of any grant or purported grant by Publisher directly or indirectly of performing rights to any other performing rights organization within ten (10) days from the making of such grant or purported grant and if Publisher fails so to inform BMI thereof and BMI makes payments to Publisher for any period after the making of any such grant or purported grant, Publisher agrees to repay to BMI all amounts so paid by BMI promptly with or without demand by BMI. In addition, if BMI inquires of Publisher by registered or certified mail or electronic (email) address, addressed to Publisher's last known postal or email address, whether Publisher has made any such grant or purported grant and Publisher fails to confirm to BMI by registered or certified mail within thirty (30) days of the mailing of such inquiry that Publisher has not made any such grant or purported grant, BMI may, from and after such date, discontinue making any payments to Publisher.

B. BMI's obligation to continue payment to Publisher after the termination of this agreement for performances outside of the United States, its territories and possessions, of Works which BMI continues to license after such termination shall be dependent upon BMI's receipt in the United States of payments designated by foreign performing rights licensing organizations as the publisher's share of foreign performance royalties earned by the Works. Payment of such foreign royalties shall be subject to deduction of BMI's then current handling charge applicable to its affiliated publishers and shall be in accordance with BMI's then standard practices of payment for such performances.

8. In the event that BMI has reason to believe that Publisher will receive, or is entitled to receive, or is receiving payment from a performing rights licensing organization other than BMI for or based on United States performances of one or more of the Works during a period when such Works were licensed by BMI pursuant to this agreement, BMI shall have the right to withhold payment for such performances from Publisher until receipt of evidence satisfactory to BMI that Publisher was not or will not be so paid by such other organization. In the event that Publisher was or will be so paid or does not supply such evidence within twelve (12) months from the date of BMI's request therefor, BMI shall be under no obligation to make any payment to Publisher for performances of such Works during such period.

9.

A. In the event that this agreement shall terminate at a time when, after crediting all earnings reflected by statements rendered to Publisher prior to the effective date of such termination, there remains an unearned balance of advances paid to Publisher by BMI or any other indebtedness owed to BMI by Publisher, such termination shall not be effective until the close of the calendar quarterly period during which (1) Publisher shall repay such unearned balance of advances or indebtedness, or (2) Publisher shall notify BMI by registered or certified mail that Publisher has received a statement rendered by BMI at its normal accounting time showing that such unearned balance of advances or indebtedness has been fully recouped by BMI.

B. The termination of this agreement shall be deemed subject to any rights or obligations existing between BMI and its licensees under licenses then in effect. As a result thereof, notwithstanding such termination, BMI shall have the right to continue to license all of Publisher's Works in all places and in all media with respect to which such licenses exist as of the date of termination, until such licenses expire.

10. Notwithstanding the termination of this agreement, all of the terms and conditions of this agreement shall continue to apply subsequent to such termination with respect to any Works which may continue to be licensed by BMI and any monies payable to Publisher by BMI pursuant to the provisions of this agreement.

11.

A. BMI shall have the right, upon written notice to Publisher, to exclude from this agreement, at any time, any Work which in BMI's opinion is similar to a previously existing composition and might constitute a copyright infringement, or has a title or music or lyric similar to that of a previously existing composition and might lead to a claim of unfair competition.

B. In the case of Works which in the opinion of BMI are based on compositions in the public domain, BMI shall have the right, at any time, upon written notice to Publisher, either (1) to exclude any such Work from this agreement, or (2) to classify any such Work as entitled to receive only a stated fraction of the full credit that would otherwise be given for performances thereof.

C. In the event that any Work is excluded from this agreement pursuant to subparagraph A or B of this paragraph 11, or pursuant to subparagraph C of paragraph 14 hereof, all rights of BMI in such Work shall automatically revert to Publisher ten (10) days after the date of the notice of such exclusion given by BMI to Publisher. In the event that a Work is classified for less than full credit under subparagraph B (2) of this paragraph 11, Publisher shall have the right, by giving notice to BMI within ten (10) days after the date of BMI's notice to Publisher of the credit allocated to such Work, to terminate all rights in such Work granted to BMI herein and all such rights of BMI in such Work shall thereupon revert to Publisher.

12.

A. With respect to each of the Works which has been or shall be published or recorded commercially or synchronized with motion picture or television film or tape or which Publisher considers likely to be performed, Publisher agrees to furnish to BMI:

(1) A completed work registration form available in blank from BMI, unless a cue sheet with respect to such Work is furnished pursuant to subparagraph A (3) of this paragraph 12.

(2) If such Work is based on a composition in the public domain, a legible lead sheet or other written or printed copy of such Work setting forth the lyrics, if any, and music correctly metered; provided that with respect to all other Works, such copy need be furnished only if requested by BMI pursuant to subsection (b) of subparagraph D (2) of this paragraph 12.

(3) If such Work has been or shall be synchronized with or otherwise used in connection with motion picture or television film or tape, a cue sheet showing the title, writers, publisher and nature and duration of the use of the Work in such film or tape.

B. Publisher shall submit the material described in subparagraph A of this paragraph 12 with respect to Works heretofore published, recorded or synchronized within ten (10) days after the execution of this agreement and with respect to any of the Works hereafter so published, recorded, synchronized or likely to be performed prior to the date of publication or release of the recording, film or tape or anticipated performance.

C. The submission of each work registration form or cue sheet shall constitute a warranty and representation by Publisher that all of the information contained thereon is true and correct and that no performing rights in any of the Works listed thereon have been granted to or reserved by others except as specifically set forth therein.

D. Publisher agrees:

(1) To secure and maintain copyright protection of the Works pursuant to the Copyright Law of the United States and pursuant to the laws of such other nations of the world where such protection is afforded; and to give BMI, upon request, prompt written notice of the date and number of copyright registration and/or renewal of each Work registered in the United States Copyright Office.

(2) At BMI's request:

(a) To register each unpublished and published Work in the United States Copyright Office pursuant to the Copyright Law of the United States.

(b) To obtain and deliver to BMI copies of: unpublished and published Works, including any commercial recording of such Works; copyright registration and/or renewal certificates issued by the United States Copyright Office; any agreements, assignments, instruments or documents of any kind by which Publisher obtained the right to publicly perform and/or the right to publish, co-publish or sub-publish and/or the right to administer the performing rights in and/or collect the royalties for any of the Works.

E. Publisher agrees to give BMI prompt notice by registered or certified mail in each instance when, pursuant to the Copyright Law of the United States, (1) the rights granted to BMI by Publisher in any Work shall revert to the writer or the writer's representative, or (2) copyright protection of any Work shall terminate.

13. Publisher warrants and represents that:

A. Publisher has the right to enter into this agreement; Publisher is not bound by any prior commitments which conflict with its undertakings herein; the rights granted by Publisher to BMI herein are the sole and exclusive property of Publisher and are free from all adverse encumbrances and claims; and exercise of such rights will not constitute infringement of copyright or violation of any right of, or unfair competition with, any person, firm, corporation or association.

B. Except with respect to Works in which the possession of performing rights by another person, firm, corporation or association is specifically set forth on a work registration form or cue sheet submitted to BMI pursuant to subparagraph A of paragraph 12 hereof, Publisher has performing rights in each of the Works by virtue of written grants thereof to Publisher signed by the authors and composers or other owners of such Work.

14.

A. Publisher agrees to defend, indemnify, save and hold BMI, its licensees, the advertisers of its licensees and their respective agents, servants and employees, free and harmless from and against any and all demands, loss, damage, suits, judgments, recoveries and costs, including counsel fees, resulting from any claim of whatever nature arising from or in connection with the exercise of any of the rights granted by Publisher in this agreement; provided, however, that the obligations of Publisher under this paragraph 14 shall not apply to any matter added to, or changes made in, any Work by BMI or its licensees.

B. Upon the receipt by BMI or any of the other parties herein indemnified of any notice, demand, process, papers, writ or pleading, by which any such claim, demand, suit or proceeding is made or commenced against them, or any of them, which Publisher shall be obliged to defend hereunder, BMI shall, as soon as may be practicable, give Publisher notice thereof and deliver to Publisher such papers or true copies thereof, and BMI shall have the right to participate and direct such defense on behalf of BMI and/or its licensees by counsel of its own choice, at its own expense. Publisher agrees to cooperate with BMI in all such matters.

C. In the event of such notification of claim or service of process on any of the parties herein indemnified, BMI shall have the right, from the date thereof, to withhold payment of all sums which may become due pursuant to this agreement or any modification thereof and/or to exclude the Work with respect to which a claim is made from this agreement until receipt of satisfactory written evidence that such claim has been withdrawn, settled or adjudicated.

15. Publisher makes, constitutes and appoints BMI, or its nominee, Publisher's true and lawful attorney, irrevocably during the term hereof, in the name of BMI or that of its nominee, or in Publisher's name, or otherwise, in BMI's sole judgment, to do all acts, take all proceedings, and execute, acknowledge and deliver any and all instruments, papers, documents, process or pleadings that, in BMI's sole judgment, may be necessary, proper or expedient to restrain infringement of and/or to enforce and protect the rights granted by Publisher hereunder, and to recover damages in respect of or for the infringement or other violation of said rights, and in BMI's sole judgment to join Publisher and/or others in whose names the copyrights to any of the Works may stand, and to discontinue, compromise or refer to arbitration, any such actions or proceedings or to make any other disposition of the disputes in relation to the Works; provided that any action or proceeding commenced by BMI pursuant to the provisions of this paragraph 15 shall be at its sole expense and for its sole benefit. Notwithstanding the foregoing, nothing in this paragraph 15 requires BMI to take any proceeding or other action against any person, firm, partnership or other entity or any writer or publisher, whether or not affiliated with BMI, who Publisher claims may be infringing Publisher's Works or otherwise violating the rights granted by Publisher hereunder. In addition, Publisher understands and agrees that the licensing by BMI of any musical compositions which Publisher claims may be infringing Publisher's Works or otherwise violating the rights granted by Publisher hereunder shall not constitute an infringement of Publisher's Works on BMI's part.

16.

A. It is acknowledged that BMI has heretofore entered into, and may during the term of this agreement enter into, contracts with performing rights licensing organizations for the licensing of public performing rights controlled by BMI in territories outside of the United States, its territories and possessions (herein called "Foreign Territories"). Upon Publisher's written request, BMI agrees to permit Publisher to grant performing rights in any or all of the Works for any Foreign Territory for which, at the time such request is received, BMI has not entered into any such contract with a performing rights licensing organization; provided, however, that any such grant of performing rights by Publisher shall terminate at such time when BMI shall have entered into such a contract with a performing rights licensing organization covering such Foreign Territory and shall have notified Publisher thereof. Nothing herein contained, however, shall be deemed to restrict Publisher from assigning to its foreign publisher or representative the right to collect a part or all of the publishers' performance royalties earned by any or all of the Works in any Foreign Territory

as part of an agreement for the publication, exploitation or representation of such Works in such territory, whether or not BMI has entered into such a contract with a performing rights licensing organization covering such territory.

B. Publisher agrees to notify BMI promptly in writing in each instance when publication, exploitation or other rights in any or all of the Works are granted for any Foreign Territory. Such notice shall set forth the title of the Work, the Foreign Territory or Territories involved, the period of such grant, the name of the person, firm, corporation or association entitled to collect performance royalties earned in the Foreign Territory and the amount of such share. Within ten (10) days after the execution of this agreement Publisher agrees to submit to BMI, in writing, a list of all Works as to which Publisher has, prior to the effective date of this agreement, granted to any person, firm, corporation or association performing rights and/or the right to collect publisher performance royalties earned in any Foreign Territory.

17. BMI shall have the right, in its sole discretion, to terminate this agreement if:

A. Publisher, its agents, employees, representatives or affiliated companies, directly or indirectly during the term of this agreement:

(1) Solicits or accepts payment from or on behalf of authors for composing music for lyrics, or from or on behalf of composers for writing lyrics to music.

(2) Solicits or accepts music and/or lyrics from composers or authors in consideration of any payments to be made by or on behalf of such composers or authors for reviewing, arranging, promotion, publication, recording or any other services connected with the exploitation of any composition.

(3) Permits Publisher's name, or the fact of its affiliation with BMI, to be used by any other person, firm, corporation or association engaged in any of the practices described in subparagraphs A (l) and A (2) of this paragraph 17.

(4) Submits to BMI, as one of the Works to come within this agreement, any musical composition with respect to which any payments described in subparagraphs A (l) and A (2) of this paragraph 17 have been made by or on behalf of a composer or author to any person, firm, corporation or association.

B. Publisher, its agents, employees or representatives directly or indirectly during the term of this agreement makes any effort to ascertain from, or offers any inducement or consideration to, anyone, including but not limited to any radio or television licensee of BMI or to the agents, employees or representatives of BMI or of any such licensee, for information regarding the time or times when any such BMI licensee is to report its performances to BMI, or to attempt in any way to manipulate performances or affect the representative character or accuracy of BMI's system of sampling or monitoring performances.

C. Publisher fails to notify BMI promptly in writing or via online services of any change of firm name, ownership or postal address of Publisher.

In the event BMI exercises its right to terminate this agreement pursuant to the provisions of subparagraphs A, B or C of this paragraph 17, BMI shall give Publisher at least thirty (30) days' notice by registered or certified mail or email of such termination. In the event of such termination, no payments shall be due to Publisher pursuant to paragraph 7 hereof.

18. In the event that during the term of this agreement (1) mail addressed to Publisher at the last postal address or email address furnished by Publisher pursuant to paragraph 22 shall be returned by the post office or an email is returned as undeliverable, or (2) monies shall not have been earned by Publisher pursuant to paragraph 5 hereof for a period of two consecutive years or more, or (3) the proprietor, if Publisher is a sole proprietorship, shall die, BMI shall have the right to terminate this agreement on at least thirty (30) days' notice by registered or certified mail, email addressed to the last postal or email address for Publisher in BMI's records and, in the case of the death of a sole proprietor, to the representative of said proprietor's estate, if known to BMI. If Publisher failed to maintain a current address with BMI and BMI has made reasonable good-faith efforts in attempting to locate Publisher without success, BMI shall have the right to terminate this agreement pursuant to this paragraph 18 by regular first-class U.S. mail or email, in lieu of the means otherwise specified, regardless of anything in paragraph 17 to the contrary. In the event of such termination, no payments shall be due Publisher pursuant to paragraph 7 hereof.

19. Publisher acknowledges that the rights obtained by it pursuant to this agreement constitute rights to payment of money and that during the term BMI shall hold title to the performing rights granted to BMI hereunder. In the event that during the term Publisher shall file a petition in bankruptcy, such a petition shall be filed against Publisher, Publisher shall make an assignment for the benefit

of creditors, Publisher shall consent to the appointment of a receiver or trustee for all or part of its property, Publisher shall file a petition for corporate reorganization or arrangement under the United States bankruptcy laws, or Publisher shall institute or shall have instituted against it any other insolvency proceeding under the United States bankruptcy laws or any other applicable law, or, in the event Publisher is a partnership, all of the general partners of said partnership shall be adjudged bankrupts, BMI shall retain title to the performing rights in all Works the rights to which are granted to BMI hereunder and shall subrogate Publisher's trustee in bankruptcy or receiver and any subsequent purchasers from them to Publisher's right to payment of money for said Works in accordance with the terms and conditions of this agreement.

20. All disputes of any kind, nature or description arising in connection with the terms and conditions of this agreement shall be submitted to the American Arbitration Association in New York, New York, for arbitration under its then prevailing rules, the arbitrator(s) to be selected as follows: Each of the parties shall, by written notice to the other, have the right to appoint one arbitrator. If, within ten (10) days following the giving of such notice by one party, the other shall not, by written notice, appoint another arbitrator, the first arbitrator shall be the sole arbitrator. If two arbitrators are so appointed, they shall appoint a third arbitrator. If ten (10) days elapse after the appointment of the second arbitrator and the two arbitrators are unable to agree upon the third arbitrator, then either party may, in writing, request the American Arbitration Association to appoint the third arbitrator. The award made in the arbitration shall be binding and conclusive on the parties and shall include the fixing of the costs, expenses and reasonable attorneys' fees of arbitration, which shall be borne by the unsuccessful party. Judgment may be entered in New York State Supreme Court or any other court having jurisdiction.

21. Publisher agrees that it shall not, without the written consent of BMI, assign any of its rights hereunder. No rights of any kind against BMI will be acquired by the assignee if any such purported assignment is made by Publisher without such written consent.

22. Publisher agrees to notify BMI promptly in writing or via online services of any change in Publisher's postal or email address. Any notice sent to Publisher pursuant to the terms of this agreement shall be valid if addressed to Publisher at the last postal address or email address for Publisher in BMI's records.

23. This agreement shall be subject to BMI's standard practices and procedures which are in effect as of the effective date of this agreement and as they may be modified and/or supplemented from time to time.

24. Publisher acknowledges that the relationship between BMI and Publisher which is created by this agreement is one of ordinary contracting parties and is not intended to be a fiduciary relationship with respect to any of the rights or obligations hereunder.

25. Publisher authorizes the inclusion of Publisher's name, likeness and biographical information, and those of Publisher's executive employees, in publicly-distributed material relating to Publisher's association with BMI.

26. This agreement constitutes the entire agreement between BMI and Publisher, cannot be changed except in a writing signed by BMI and Publisher and shall be governed and construed pursuant to the laws of the State of New York.

27. In the event that any part or parts of this agreement are found to be void by a court of competent jurisdiction, the remaining part or parts shall nevertheless be binding with the same force and effect as if the void part or parts were deleted from this agreement.

28. All works that were embraced by any prior agreement between Publisher and BMI and in which no other licensing organization controls Publisher's performing right interest shall be deemed embraced by this agreement. Any unearned balance of advances previously paid to Publisher by BMI or unpaid indebtedness owed to BMI by Publisher shall be deemed to be recoupable by BMI from any monies which become payable to Publisher pursuant to this agreement and any extensions, renewals or modifications. If Publisher has acquired the works of the former BMI affiliate who is indicated on the attached terminated agreement, then all works which were embraced by that agreement and in which no other licensing organization controls the performing right interest shall be deemed embraced by this agreement. Any unearned balance of advances previously paid to said former affiliate by BMI or unpaid indebtedness owed by said former affiliate to BMI shall be deemed to be recoupable by BMI from any monies which become payable to Publisher pursuant to this agreement and any extensions, renewals or modifications.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed as of the day and year first above written.

BROADCAST MUSIC, LLC

By: _____
An Authorized Signatory

"PUBLISHER"

By: _____
(An Authorized Signatory) (Print Name and Title of Signatory)

If your company structure is a PARTNERSHIP, all other partners must sign below:

By: _____
Partner Print Name

By: _____
Partner Print Name

By: _____
Partner Print Name

By: _____
Partner Print Name

By: _____
Partner Print Name