



NFIB
The Voice of Small Business®

October 10, 2008

Mr. Bob Lubell
President
Partners For Christian Media, Inc
d/b/a WBDX-FM Website
5512 Ringgold Rd
Chattanooga, TN 37412-3183

RE: WBDX-FM Website

Dear Mr. Lubell:

Enclosed is an executed copy of the license agreement that authorizes you to lawfully perform the copyrighted compositions of our affiliated songwriters and music publishers as described in the license agreement. It will be appreciated if you would post the enclosed SESAC certificate in a prominent and visible location.

Please notify your accounting department of the **semiannual** payments required pursuant to the agreement. To ensure that your payments are applied correctly, please include your full account and i.d. number, (55-41-01115 - 108622), on all remittances. Please use the following addresses when forwarding payments or correspondence:

Payments Only
SESAC, Inc.
P.O. Box 900013
Raleigh, NC 27675-9013

Correspondence Only
SESAC, Inc.
55 Music Square East
Nashville, TN 37203

We encourage you to visit our website, www.sesac.com, to review your account balance or to update any information pertaining to your SESAC Performance License. We will be pleased to answer any questions that might arise regarding our licensing relationship, and we may be reached at 800-826-9996. We are confident that access to SESAC's vast and growing repertory of music will contribute to your success.

With best regards,


SESAC LLC

Meredith Herberg
Coordinator, Licensing Admin

Encl.
Account No: 55-41-01115 I.D. No: 108622

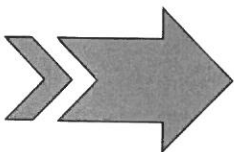


55 MUSIC SQUARE EAST
NASHVILLE, TN 37203-4362
1-615-320-0055

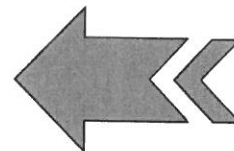
SESAC FED. I.D. NO.: 13-1325220

55-41-01115 108622

REF. NO.	TRANS. DATE	CURRENT CHARGES	PAYMENTS/ADJUSTMENTS	SUB-TOTAL	CODE
2888514	7-01-08	110.00		110.00	IV
<div> <div> <div>AJ - ADJUSTMENT</div> <div>CM - CREDIT MEMO</div> <div>DS - DISCOUNT</div> </div> <div> <div>IV - INVOICE</div> <div>LC - LATE CHARGE</div> <div>PY - PAYMENT</div> </div> <div>TX - TAX</div> </div> <div> <div>TOTAL DUE</div> <div></div> </div> <div>\$110.00</div>					



Account number 55-41-01115 currently open items



Mail correspondence to: SESAC Inc., 55 Music Square East, Nashville, TN 37203

PAYMENTS RECEIVED AFTER THE 15TH OF THE MONTH DO NOT APPEAR ON THIS INVOICE
PAYMENTS ARE POSTED TO THE OLDEST OUTSTANDING CHARGES.

Three ways to pay! Return this stub with your 1) check or 2) credit card information; or 3) pay online at www.sesac.com/asp/dLicPay.asp

To avoid late charges, please pay the total due by the due date.

DATE DUE TOTAL DUE
ON RECEIPT 110.00

If paying by check:

CHECK NO.: AMOUNT PAID \$

FOR INTERNAL USE ONLY

Loc: Chattanooga, TN
Acct: 55-41-01115 Fac: 108622
CnCd: IB Grp:

If paying by VISA or MasterCard:

☐ VISA ☐ MasterCard Amount Charged \$

Cardholder Name

Card Billing Address

City State Zip

Card #: - - - - -

Expiration Date: / Security Code (see reverse*)

SIGNATURE:

Mr. Bob Lubell
WBDX-FM Website
WWW.J103.COM
PO Box 9396
Chattanooga TN 37412-0396

SESAC
P. O. BOX 900013
Raleigh, NC 27675-9013

SESAC INTERNET LICENSE AGREEMENT

1. PARTIES

This License Agreement, including any attached Schedules (the "Agreement") is made in New York by and between SESAC, Inc. ("SESAC"), a New York Corporation, with offices at 55 Music Square East, Nashville, TN 37203, and

Company Name: Partners For Christian Media, Inc. / WBDX-FM ("LICENSEE")

Street Address: 5512 Ringgold Rd

City, State, Zip: Chattanooga, TN 37412 Taxpayer ID#: 62-1535834

Telephone: 423-892-1200 Fax: 842-1633 Email: BobL@J103.com

A Corporation / Partnership / Sole Proprietorship (Circle one) State of Incorporation (If applicable): _____

Billing Address (If different from above): P.O. Box 9396 Chattanooga, TN 37412

With respect to the Web Site known as: J103.com, with the principal

Universal Resource Locator ("URL") of: http://www.j103.com ("Licensed Web Site"),

SESAC and LICENSEE hereby agree as follows:

2. EFFECTIVE DATE AND TERM

This Agreement shall be effective as of July, 1, 2008 ("Effective Date").

A. The term of this Agreement shall commence upon the Effective Date and continue for a period of one (1) year (the "Initial Period"). Thereafter, this Agreement shall automatically continue in full force and effect for successive additional periods of one (1) year each (the "Renewal Period(s)"). SESAC and/or LICENSEE shall have the right to terminate this Agreement as of the last day of the Initial Period or as of the last day of any Renewal Period, by providing written notice to the other party at least thirty (30) days prior to the commencement of any Renewal Period. The Initial Period and the Renewal Period(s) are sometimes referred to collectively herein as the "Term."

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

3. SELECTED DEFINITIONS

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

A. "Advertising/Promotional Revenue" means revenue greater than three thousand dollars (\$3000.00) per reporting period from advertising, sponsorship and/or promotional content available on the Licensed Web Site, including but not limited to the fair market value of any goods or services provided as barter instead of payment and all payments received by LICENSEE from the sale or other disposition of any goods or services provided as barter.

B. "Aggregate Tuning Hours" ("ATH") means the total number of real time hours of Streaming content that is transmitted to and accessed by end users during a specified period. By way of example, if LICENSEE Streamed one (1) hour of programming to ten (10) simultaneous end users, LICENSEE's ATH would equal ten (10) hours. Alternatively, if LICENSEE Streamed ten (10) hours of programming to one (1) end user, LICENSEE's ATH would likewise equal ten (10) hours.

C. "Audiovisual Content" means any content consisting of the synchronization of sounds with images, including but not limited to music videos, movie trailers, short films, and news clips, but specifically excluding any content limited pursuant to 5.F.

D. The "Compositions" means all of the musical works, the performance rights to which SESAC controls and/or is empowered to license.

WBDX website

55-41-115-L

E. "Download," "Downloading" or "Downloaded" means the digital transmission of a Sound Recording of a musical composition that is not audible during delivery, solely by means of the Internet (accessed via wired or wireless connection), that produces a fixed file embodying such composition, which is accessible to the end user for subsequent listening. Downloads shall include those that are offered for sale or in exchange for other consideration, including barter, whether such consideration is to be provided by prospective end users or by third parties, as well as any so-called "free" or "promotional" Downloads available at no charge.

F. "Initial Billing Period" means the period from the Effective Date through the end of the current Semi-Annual Billing Period. For agreements with Effective Dates from January 1 through June 1, the Initial Billing Period shall be the period from the Effective Date through June 30. For agreements with Effective Dates from July 1 through December 1, the Initial Billing Period shall be the period from the Effective Date through December 31.

G. "Podcasting" refers to a method of digitally distributing pre-recorded audio-only programs as single files (e.g. as MP3 files) solely by means of the Internet, which distribution method enables end users to subscribe to an RSS feed (or other similar push-based technology) and automatically receive future Podcast files that i) do not consist entirely of one (1) Sound Recording of a musical composition, and ii) do not consist entirely of a compilation of Sound Recordings of musical compositions. Podcasting shall also refer to the activity of making such audio programs available from a Web Page or other location from which individual programs may be transmitted and/or listened to in real-time.

H. "Semi-Annual Billing Period" means each period from January 1 through June 30 and each period from July 1 through December 31 during the Term of this Agreement.

I. "Sound Recording" means a work that results from the fixation of a series of musical, spoken, or other sounds, but not including the sounds accompanying a motion picture or other audiovisual work, regardless of the nature of the material objects, such as discs, tapes, or other phonorecords in which they are embodied, as defined in 17 U.S.C. § 101 (2004).

J. "Stream," "Streaming" or "Streamed" means the digital transmission of content embodying musical composition(s) that is audible during delivery, solely by means of the Internet, to a personal computer or another device capable of receiving Internet transmissions, including without limitation "progressive downloads" or "fast start" files.

K. "Subscription/Pay Service" means any Web Site, online product or online service that requires end users to provide consideration in forms including but not limited to subscription fee, membership fee, per view fee, per listen fee, per download fee or similar type of consideration in exchange for a period of access to content offered on, from or through such Web Site, online product or online service.

L. "Web Page" means a set of associated computer files transferred sequentially over the Internet from a Web Site, online product or online service to a browser, client or similar software program that simultaneously renders such Web Page to an individual end user.

M. "Web Site" means a series of interrelated Web Pages that comprise an Internet domain that is registered with a domain name registration service and located at its assigned URL.

4. GRANT OF RIGHTS

Subject to the terms and conditions set forth in this Agreement, SESAC grants to LICENSEE the nonexclusive right and license to publicly perform non-dramatic renditions of the Compositions by Internet transmissions accessible via the Licensed Web Site.

5. LIMITATION OF RIGHTS

A. SESAC's grant of rights is limited to those specifically provided for in Paragraph 4. Nothing contained herein shall be construed as permitting LICENSEE to publicly perform, transmit, retransmit or reproduce any Composition in any manner outside the scope of such grant.

B. Except as specifically provided for in Paragraph 4, nothing contained herein shall be construed as permitting LICENSEE to grant to others the right to publicly perform, transmit, retransmit or reproduce any Composition by any means, medium, method, device or process now or hereafter known, or as permitting any receiver of the performance of any Composition to publicly perform, transmit, retransmit or reproduce any Composition by any means, medium, method, device or process now or hereafter known.

C. This Agreement shall specifically exclude "Grand Rights" in and to the Compositions. For the purposes of this Agreement, "Grand Rights" include, but are not limited to, the right to perform in whole or in part, dramatico-musical works and dramatic works in a dramatic setting.

D. The performances licensed hereunder may be accessed at any location, whether or not such location is licensed to publicly perform the Compositions. However, nothing in this paragraph shall be deemed to grant a license with respect to such locations or as permitting any receiver of the performance of the musical compositions licensed hereunder, including without limitation commercial and non-commercial establishments where all or any portion of the Licensed Web Site is audible, to transmit, retransmit, televise, perform or reproduce said compositions by any means, medium, method, device or process now or hereafter known.

E. This Agreement shall specifically exclude the right to publicly perform the Compositions in the form of ringtones and/or ringback tones, including without limitation monophonic, polyphonic or so-called "master tones" or any excerpts thereof (collectively, "Ringtones Content").

F. This Agreement shall specifically exclude the right to publicly perform the Compositions in connection with any product, service or feature (including without limitation any so-called "Video-On-Demand" or similar service) that enables users to access more than thirty (30) second, promotional-only excerpts of particular movie(s), cable TV program(s), TV program(s), and/or live, concert-type performance(s). It is nonetheless expressly understood that nothing contained in this paragraph shall be construed to limit the ability of LICENSEE to perform full-length music videos (as that term is commonly understood in the music industry) pursuant to this Agreement.

G. Nothing herein shall be construed as the grant by SESAC of any license or permission for transmissions that are not accessible via the Licensed Web Site and nothing herein shall be construed as authorizing LICENSEE to grant to any third party [including without limitation third party Web Sites, online or wireless services, cable television system operators (acting as other than Internet service providers)] any license or right to perform publicly any of the Compositions by any means, method or process.

6. LICENSE FEES

A. In consideration of the rights granted herein, LICENSEE shall pay to SESAC the License Fee described in SESAC's Semi-Annual License Fee Schedule, set forth in Schedule "A" of this Agreement, attached hereto and incorporated herein by this reference.

B. Effective January 1 of each calendar year the License Fee may be increased by an amount equivalent to five percent (5%) or the percentage increase in the Consumer Price Index – All Urban Consumer (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, between the most recent October and the preceding October, whichever amount is greater.

C. Notwithstanding anything to the contrary contained in this Agreement, upon written notice to LICENSEE, SESAC shall have the right to adjust the rates set forth in Schedule "A." In the event that LICENSEE's License Fee increases as a result of such adjustment, LICENSEE shall have the right to terminate this Agreement as of the date such increase is to take effect. LICENSEE must give SESAC written notice of such termination by certified mail, return receipt requested, not later than thirty (30) days after written notice of such increase is sent to LICENSEE by certified mail. This paragraph shall not apply to paragraph 6.B of this Agreement.

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

E. SESAC shall have the right to impose a late payment charge of one and one-half percent (1.5%) per month for any License Fee payment that is more than thirty (30) days past due. SESAC shall have the right to impose an additional charge of \$35.00 for each dishonored check or other form of payment. In the event that SESAC incurs any reasonable costs or fees in connection with the collection of any amounts past due to SESAC hereunder, including without limitation reasonable attorney's fees, then LICENSEE shall be responsible for paying such amounts to SESAC.

7. VERIFICATION

A. SESAC shall have the right, on thirty (30) days prior written notice, to examine LICENSEE's books and records to such extent as may be necessary to verify LICENSEE's payments, statements, computations and reports required by this Agreement. SESAC may exercise this right no more than once per calendar year. In connection with such an examination, LICENSEE agrees to furnish all pertinent books and records, including electronic records in industry standard format, to SESAC's authorized representatives. Such books and records shall be kept by LICENSEE in accordance with Generally Accepted Accounting Principles and shall be retained for at least three (3) years following any expiration or other termination of this Agreement.

B. SESAC's exercise of any rights under this Paragraph 7 shall not prejudice any of SESAC's other rights or remedies. The provisions of this paragraph shall survive any expiration or other termination of this Agreement.

8. TERRITORY

The authorizations provided under this Agreement are limited to public performances made in the United States, its territories and possessions and the Commonwealth of Puerto Rico.

9. GENERAL

A. Both parties acknowledge that this Agreement, its schedules, and any addenda are experimental and non-precedential in nature and shall not be prejudicial to either party's position in any subsequent discussions and/or licensing agreement between SESAC and LICENSEE. As this Agreement is intended for Web Sites whose offerings are appropriately measured by ATH (Aggregate Tuning Hours), LICENSEE should contact SESAC to determine if this Agreement is appropriate.

B. In the event that LICENSEE fails to pay the License Fee when due or is otherwise in breach or default of any provision of this Agreement, then, in addition to pursuing any and other rights and/or remedies, SESAC may provide LICENSEE with written notice to cure such breach or default. In the event that the breach or default is not cured within thirty (30) days after LICENSEE's receipt of SESAC's notice, SESAC may, at its election, terminate this Agreement.

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

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

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

F. Any assignment of LICENSEE's rights hereunder to a third party shall be limited to the Licensed Web Site. Notwithstanding any other provision of this Agreement, in the event that LICENSEE merges with, acquires, or is acquired (in whole or in part) by any third party, LICENSEE's obligations to SESAC shall not be discharged or reduced (but shall survive such merger or acquisition). In the event that such other third party is also a SESAC licensee, LICENSEE's involvement in any such merger or acquisition shall have no effect on the third party's own obligations under any existing agreement with SESAC.

G. In the event that LICENSEE assigns its rights hereunder to a third party that, at the time of the assignment or thereafter, is engaged in providing its own products or services, but is not a SESAC licensee, such assignment shall not extend authorization to publicly perform the Compositions to the third party's products, services or other activities.

H. This Agreement shall be governed by and subject to the laws of the State of New York, applicable to agreements made and to be wholly performed in New York.

I. This Agreement supersedes and cancels all prior negotiations and understandings between SESAC and LICENSEE in connection with the subject matter hereof.

J. No modification of this Agreement shall be valid or binding unless in writing and executed by SESAC and LICENSEE.

K. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other body or entity having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect.

L. No waiver of any breach of this Agreement shall be deemed a waiver of any preceding, continuing or succeeding breach of the same, or of any other provision of this Agreement.

10. MUSIC REPORTING

A. With respect to LICENSEE's audio-only performances authorized hereunder, on or before January 15, April 15, July 15 and October 15 of each calendar year, LICENSEE shall provide to SESAC copies of LICENSEE's program records, server logs or similar records listing the particular musical compositions performed via the Licensed Service. Each report shall contain the aforementioned information for the immediately previous calendar quarter period.

B. With respect to LICENSEE's audiovisual performances authorized hereunder, on or before January 15, April 15, July 15 and October 15 of each calendar year, LICENSEE shall use best efforts to provide to SESAC usage reports containing the information listed below for each audiovisual program performed via the Licensed Service. Each report shall contain the information for the immediately previous calendar quarter period.

- (1) The unique number assigned to each program by LICENSEE which identifies the source of each program
- (2) The name of the source of each program
- (3) The unique number assigned to each program by LICENSEE which identifies the particular program
- (4) The title of the particular program (i.e. the title of the series, movie, sporting event, etc.)
- (5) The number assigned to each episode of the program by the program producer
- (6) The name assigned to each episode of the program by the program producer
- (7) The date each such performance occurs
- (8) The number of performances that occurred during the reporting period summarized by source/program/episode/date

C. LICENSEE shall submit any reports required under this Paragraph 10 electronically in a file format compatible with SESAC's computer system (e.g. an Excel spreadsheet) or, in the alternative, via such other commercially accepted reporting method upon which the parties agree prior to LICENSEE's submission of a report. In the event that any requested information is contained in LICENSEE's reports to SoundExchange or other music licensing organization or entity, LICENSEE may provide SESAC with copies of such reports. SESAC may require LICENSEE to submit reports under this Paragraph 10 to a third party designee in a standard format (e.g. the RIAA format) compatible with such third

party designee's computer system. LICENSEE hereby authorizes such third party designee, including without limitation SoundExchange, to release such information to SESAC after processing. Upon any termination of this Agreement, LICENSEE shall remain obligated to submit such materials to SESAC for the period from the Effective Date through the last day of the calendar month when such termination becomes effective and this obligation shall survive any termination of this Agreement.

IN WITNESS THEREOF, the parties have caused this Agreement to be duly signed and executed as of the later of the signature dates set forth below.

LICENSEE

BY: Christian Media, Inc.
(please sign here) Christian Media, Inc.
Bob Lubell, President for Partners For
(type or print name) Christian Media, Inc.

TITLE: Pres.

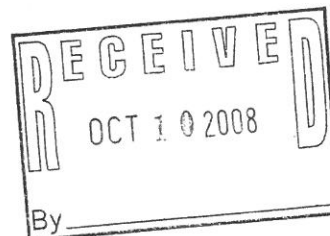
DATE: 10/7/08

SESAC

BY: Molly M. Heim
(please sign here)
Molly M. Heim
(type or print name)

TITLE: Manager, Broadcast Licensing
Administration

DATE: _____



SCHEDULE "A"
SESAC Semi-Annual License Fee Schedule - 2008
(Please do not detach – must accompany license)

1. FEE SCHEDULE

Components – check all components offered		
Streaming (as defined in paragraph 3.J) (see paragraph 5.F)	1 Component	<input checked="" type="checkbox"/>
Audiovisual Content (as defined in paragraph 3.C)	1 Component	<input type="checkbox"/>
Subscription/Pay Service (as defined in paragraph 3.K)	1 Component	<input type="checkbox"/>
Downloads (as defined in paragraph 3.E)	1 Component	<input type="checkbox"/>
Podcasting (as defined in paragraph 3.G)	1 Component	<input type="checkbox"/>
Advertising/Promotional Revenue (as defined in paragraph 3.A)	1 Component	<input type="checkbox"/>

SESAC Semi-Annual License Fees for 2008		
Total Number of Components Offered on Licensed Web Site	Multiplier	Minimum Semi-Annual Fee
1	.000634	\$110
2	.000965	\$138
3	.001489	\$171
4	.001930	\$210
5 or 6	.002195	\$254

2. CALCULATION AND PAYMENT OF LICENSE FEES

A. For the Initial Billing Period (the Effective Date through the end of the current Semi-Annual Billing Period), LICENSEE shall pay SESAC the corresponding Minimum Semi-Annual Fee based on the total number of components offered on Licensed Web Site which shall be pro-rated from the Effective Date. By way of example, if the Effective Date is April 1, 2008 and there is 1 Component, the Initial Billing Period would be April 1, 2008 through June 30, 2008 and the applicable license fee would be \$55.00 (\$110 divided by 2 times 3). Payment of this fee is due upon execution of the Agreement.

B. For each Semi-Annual Billing Period subsequent to the Initial Billing Period during the Term of this Agreement, Licensee shall:

- i. On or before December 1 of each calendar year submit to SESAC a completed License Fee Report including Licensee's ATH for the immediately preceding May 1 through October 31. The reported ATH will be multiplied by the appropriate Multiplier as determined by the Total Number of Components Offered on Licensed Web Site to calculate the Semi-Annual Fee for the January 1 through June 30 billing period. The Semi-Annual Fee due on or before January 1 will be the greater of the Minimum Semi-Annual Fee and the reported ATH times the appropriate Multiplier;

and

- ii. On or before June 1 of each calendar year submit to SESAC a completed License Fee Report including Licensee's ATH for the immediately preceding November 1 through April 30. The reported ATH will be multiplied by the appropriate Multiplier as determined by the Total Number of Components Offered on Licensed Web Site to calculate the Semi-Annual Fee for the July 1 through December 31 billing period. The Semi-Annual Fee due on or before July 1 will be the greater of the Minimum Semi-Annual Fee and the reported ATH times the appropriate Multiplier.

C. In the event that LICENSEE fails to submit a timely License Fee Report to SESAC, SESAC may invoice LICENSEE based on LICENSEE's most recent License Fee Report, or adjust LICENSEE's Semi-Annual License Fee for the unreported period to reflect data obtained by SESAC by independent means, in SESAC's sole discretion.

D. LICENSEE is obligated to submit an accurate, complete and timely License Fee Report. In the event that LICENSEE fails to submit an accurate, complete and timely License Fee Report for a given Billing Period, SESAC shall have the right to i) retroactively adjust the Semi-Annual License Fee for that Billing Period based on the License Fee Report subsequently received by SESAC, or ii) retroactively adjust the Semi-Annual License Fee for that Billing Period to reflect data obtained by SESAC by independent means, in SESAC's sole discretion.

Please mail signed license to: SESAC, 55 Music Square East, Nashville, TN 37203

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name	
Business name, if different from above SESAC, INC.	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other	<input type="checkbox"/> Exempt from backup withholding
Address (number, street, and apt. or suite no.) 55 MUSIC SQUARE EAST	Requester's name and address (optional)
City, state, and ZIP code NASHVILLE, TN 37203	
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 the Part I instructions on page 3. 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.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								
1	3	1	3	2	5	2	2	0

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- 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 (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign
Here

Signature of
U.S. person

Terance Patterson

Date

10/17/08

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515**, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- The type and amount of income that qualifies for the exemption from tax.
- Sufficient facts to justify the exemption from tax under the terms of the treaty article.