CONTRACT RIDER
ADDITIONAL TERMS AND CONDITIONS

Please read this rider carefully. It is part of the attached contract for Ajari Music, LLC (who’s company, contractors, agents, employees, licensees and designees are hereinafter referred to as “PRODUCER”) furnishing the services of Terri Lyne Carrington (hereinafter referred to as “ARTIST”). By signing it, you are agreeing to supply ARTIST with production and proper working conditions essential to performance. Any breach of the terms and conditions of this rider is a breach of the contract and may cause ARTIST to refuse to perform without releasing PURCHASER from his obligation to pay PRODUCER. If ARTIST elects to perform notwithstanding a breach of this agreement by PURCHASER, the performance by ARTIST shall not constitute a waiver of any claim PRODUCER may waive for damages or otherwise.

A. ADVERTISING AND PROMOTION

A1. ARTIST is to receive 100% star billing on all publicity releases and paid advertisement including - without limitations - programs, electronic media, flyers, signage, newspaper advertisements, marquees, tickets, radio spots, TV spots, etc. unless otherwise authorized in writing by PRODUCER. Billing on all advertising and publicity materials must appear as follows:

Terri Lyne Carrington’s Mosaic Project, LOVE AND SOUL (100% Headline Billing)

A2. PURCHASER agrees to use only artwork, ad mats, photos and/or promotional materials provided or approved by PRODUCER. Publicity photos, bios and other assets can be downloaded from www.imnworld.com/terrilynecarrington. PURCHASER shall supply all publicity and marketing materials to PRODUCER for review and approval prior to PURCHASER’s print deadlines and/or online launches.

A3. In the condition that PURCHASER is distributing program notes at the performance described herein, only those provided directly by PRODUCER shall be used. The exact copy of these notes may be translated from English to the local language, but only with written authorization by PRODUCER before the final version is printed. All program notes must be approved by PRODUCER prior to publication of the materials – without exception. Purchaser agrees to submit concert programs and/or set lists (as applicable) to Broadcast Music, Inc. Attn: Jean Banks, 7 World Trade Center, 250 Greenwich Street, New York, NY 10007-0030, within thirty (30) days following the performance date hereunder, with a simultaneous copy to IMN.

A4. PURCHASER agrees not to commit ARTIST to any personal appearances, interviews or other promotional event or appearance without prior written consent from PRODUCER.

B. PRODUCTION, INSURANCE AND PAYMENTS

B1. PURCHASER shall not allow audience to enter place of performance until technical set-up has been completed. ARTIST shall complete said setup one hour prior to time of performance or at a mutually agreeable time. ARTIST requires a minimum one (1) hour sound check after completion of load in and set up. When a tour manager and/or sound engineer travels with ARTIST, set up must be arranged one hour before sound check with ARTIST. Festival producers are required to comply with this policy unless otherwise agreed in writing with PRODUCER.

B2. PURCHASER agrees that there shall be no signs, placards or other advertising materials on or near the stage during the entire performance. ARTIST’S appearance shall not be sponsored by, or in any other way tie-in with, any political candidate, commercial product or business.

B3. There shall be no opening act without PRODUCER’s prior written approval.

B4. Audio or visual recordings of rehearsal, sound check or performance shall only be permitted with PRODUCER’s prior written consent. Approved press photos shall be taken during the first two (2) songs of performance, no flash.

PURCHASER shall not permit and will prevent:

(a). The recording, filming, taping, videotaping or any broadcast of the ARTIST’S performance or any portion thereof without the PRODUCER’s written approval. PURCHASER will deny entrance to any person(s) carrying tape or video recording equipment. PURCHASER shall announce such policy prior to performance while making the
introductions, as well as to announce that no smoking or cameras are permitted during performance, and such announcement shall stipulate that this policy is that of the venue. PRODUCER must approve any other remarks and all introductions made from the stage.

(b). The manufacture, distribution, and/or sale of any and all souvenir items associated with the ARTIST or performance without PRODUCER’s prior written approval. No product, service, or publication utilizing the name or likeness of ARTIST may be produced, sold, or distributed without the prior written consent of PRODUCER.

B5. In the condition that ARTIST brings merchandise for sale PURCHASER shall provide qualified sales personnel with a cash bank and receive no greater than 20% commission on the net selling proceeds.

B6. A representative of the ARTIST shall have the right to be present in the box office prior to and during the performance and intermission periods, and such representative shall be given full access to all box office sales and shall otherwise be permitted to reasonably satisfy himself as to the gross gate receipts, (and expenditures if required) at each performance there under.

B7. PURCHASER will make available twenty (20) complimentary tickets per show to ARTIST for their sole use. Seats must be in preferred locations. ARTIST will contact the box office no later than one hour prior to the concert in the case of unused tickets. If this is a compensation bonus or percentage based income then PURCHASER agrees to distribute no more than ten (10) additional complimentary tickets to each show.

B8. PURCHASER shall indemnify and hold ARTIST, its contractors, agents, employees, licensees and designees harmless from and against any loss, damage, or expense, including reasonable attorney’s fees incurred, suffered by or threatened against PURCHASER in connection with any claim for personal injury or property damage, brought by or on behalf of any party in connection with the engagement.

B9. (a) PURCHASER hereby warrants and represents that it has and will maintain in force a comprehensive general liability insurance policy with ___________________ licensed to do business in the State / Country of _____________________. Policy No. ___________________ provides coverage of not less than $1,000,000 per occurrence / $2,000,000 aggregate containing all broad form CGL extensions and Non-Owned / Hired Automobile Liability and $5,000,000 Umbrella Liability insurance.

(b) PURCHASER further warrants and represents that said insurance policy shall name ARTIST, its contractors, agents, employees, licensees and designees as additional insured parties for the full period of the engagement, including any rehearsal period and post production periods.

(c) All premiums for such insurance shall be paid on a timely basis by PURCHASER, who also hereby indemnifies and agrees to defend and hold harmless ARTIST and its contractors, agents, employees, licensees and designees from and against any claims, costs, (including attorney’s fees and court costs) expenses, damages, liabilities, losses or judgments arising out of, or in connection with, any claim, demand or action made by any third party, if such are sustained as a direct or indirect result of the engagement. PURCHASER shall also hold harmless ARTIST and its contractors, agents, employees, licensees and designees from and against any and all loss, damage and/or destruction occurring to its and/or its contractors, agents, employees, licensees and designees instruments and equipment at the place of the engagement, including but not limited to, damages, loss or destruction caused by Act of God. The insurance liability of the ARTIST shall be limited only to claims from its employees and does not apply to the PURCHASER’S employees.

(d) The PURCHASER further warrants and represents that it maintains at all times, during the term of this agreement, Workers Compensation Insurance, including Employers Liability Coverage for its employees and others who are involved in the installation, operation and/or maintenance of the equipment provided by PRODUCER, lighting suppliers and sound suppliers. The said certificates must be presented to the PRODUCER upon request.

B10. Nothing contained in this agreement shall be construed to constitute a partnership or joint venture, and PRODUCER shall not be liable, in whole or in part for any obligation that may be incurred by PURCHASER in carrying out any of the provisions hereof, or otherwise. Further, PURCHASER warrants and represents that he/she has the legal capacity to enter into this contract.

B11. This agreement may not be changed, modified or altered except by an instrument in writing by both parties. This agreement shall be construed in accordance with the laws of The Commonwealth of Massachusetts. Any claim or dispute arising out of or relating to this agreement or the breach thereof shall be settled by arbitration in The Commonwealth of Massachusetts.
B12. Any proposed additional terms and conditions, which may be affixed to this contract by PURCHASER does not become part of this contract until signed by PRODUCER.

B13. PURCHASER at his/her sole expense shall obtain licenses, permits, or other approval required from any union, public authority, performing rights society or other entity having jurisdiction with respect to the engagement, and shall comply with and fulfill all terms and conditions set forth therein. PURCHASER also agrees to secure any and all immigration clearances if concert is held outside of the United States and bear any costs incurred, including but not limited to application fees, consular fees, duplication, couriers and expediting agents.

B14. If there is an assessment of tax by any taxing authority on Artist for any moneys earned during the performance, said tax is to be paid by Purchaser. It is fully agreed and understood that no deductions whatsoever are to be taken from contract price or from any percentage hereunder earned. If State, Local or Federal Tax is to be withheld for this engagement, PURCHASER shall furnish PRODUCER with a copy of the tax law dictating this policy. This copy must be returned with the signed contracts for this engagement. PURCHASER must also furnish PRODUCER with an official documentation requiring tax deduction receipt claiming the amount to be withheld on the night of the performance. Any tax paid must be documented by official receipt and forwarded to PRODUCER no later than 30 days from receipt.

B15. ARTIST’S obligation to perform shall be excused if ARTIST, or any of his group or essential crew, is unable to perform as a result of illness or injury; detention resulting from inability to obtain reasonable modes of transportation; riots or other civil strife; strikes or other forms of labor disputes; epidemics; an act or order of any public authority or court; any act of God; or any other cause beyond ARTIST’S reasonable control. In such event, ARTIST will not be required to perform and shall return to PURCHASER any deposits paid, less costs incurred by ARTIST and neither party shall be under any other obligation to each other. Notwithstanding anything contained herein, inclement weather shall not be deemed a Force Majeure occurrence, except by act of civil authority, and PURCHASER shall remain liable for payment of the full contracted guarantee, even if the performance(s) called for herein are prevented by such weather conditions. PRODUCER shall have the sole right to determine in good faith whether any such weather conditions shall render the performance(s) impossible, hazardous or unsafe.

B16. PURCHASER agrees that PRODUCER may cancel the engagement hereunder by giving PURCHASER written notice thereof at least forty-five (45) days prior to the commencement of engagement if ARTIST shall be called upon to render services in connection with motion pictures or television if engagement hereunder conflicts therewith.

C. TRAVEL AND HOSPITALITY REQUIREMENTS

C1. PURCHASER shall provide travel, hotel, dressing room, catering and all other required hospitality at PURCHASER’s sole expense and at no cost to the ARTIST. Travel and hospitality requirements contained in attachment(s) hereto become a part thereof, and shall be supplied by tour manager David Beecham during advance.

D. TECHNICAL AND SOUND REQUIREMENTS

D1. PURCHASER shall provide backline, sound, lights, and all other required equipment at PURCHASER’s sole expense and at no cost to the ARTIST. Technical and sound requirements contained in attachment(s) hereto become a part thereof, and shall be supplied by tour manager David Beecham during advance.

This Agreement shall be effective only when signed by PURCHASER and returned to ARTIST’s booking agency. All attachments and addendum are considered a part of this contract rider and are binding.

AGREED AND ACCEPTED

__________________________  __________________________
PURCHASER  ARTIST

__________________________  __________________________
DATE  DATE
B. TECHNICAL REQUIREMENTS

In connection with performance herein, Purchaser, at Purchaser's sole cost and expense, will provide Artist with the following:

1. STAGE

   a. Stage size to be no less than 25ft(10m) wide by 20ft(7m) deep.
   b. Professionally qualified technical staff for all lighting, sound systems and backline under the sole direction of Artist from load-in and sound-check, all through performance, and load-out.
   c. On-site purchaser's rep to be available from load-in and sound-check and must have the authority to act and make decisions on purchaser's behalf.
   d. Please provide a 6 inch (15cm) high drum riser (on wheels if drums need to be moved)
   e. PLEASE BE ADVISED. ARTIST DOES NOT SHARE DRUMS

2. EQUIPMENT

   • Eight (8) solid-backed music stands with individual and fully operative music stand lights and on/off
switches

1. **PIANO**
   - One (1) optimally prepared and conditioned CONCERT GRAND PIANO with a length of either nine feet (9')

   Order of manufacturer preference as follows:
   1) Fazioli
   2) Steinway
   3) Yamaha

   All other manufacturers of instruments must be approved by the artist.

   The piano will be tuned to A440 the prior to sound check the day of the concert, and thereafter as necessary. THESE TUNINGS ARE ESSENTIAL TO THE PERFORMANCE. The quality and condition of the piano must meet ARTIST'S standards as verified by the ARTIST. Piano tuner shall be present at sound check. There must be an adjustable piano "artist's bench". Piano to be touched up prior to performance.

   - One (1) Fender Rhodes piano (Suitcase model preferred) WITH SUSTAIN PEDAL
   **IF** a Rhodes is not available, then provide a Nord Electro 2 keyboard or Nord Electro 3 with stand and sustain pedal
   1 x Wah wah pedal with hook up cables.
   Three (3) ¼" instrument patch cables

2. **BASS**
   - One (1) ¾ inch size, Medium action, w/ adjustable bridge Upright Bass with a Realistic pick-up installed.
   German Bow
   - One (1) G & K Bass amp – minimum 300 watts, Ampeg is OK if not available.
   - One (1) matching 4X10 bass speaker cabinet
   - Three (3) 15' ¼ inch instrument cables
   - One (1) bass guitar stand with neck support

2. **GUITAR**
   - Two (2) Fender Twin amps. 1 Fender Twin Reverb Black Face "65 Reissue – AND - 1 Fender Deluxe Reverb Black Face "65 Reissue. If the above amps are available, contact for approval of other options.

   - one (1) taylor acoustic guitar (full-size only) with pickup system. If Taylor is not available, Martin or Goodall guitars with pickup system may be used

   Two (2) guitar stands with neck support

   One (1) voltage transformer from 110/115 volts to 220 volts with a U.S. 3-prong input socket.

   EUROPE DATES ONLY.
3. DRUMS - FOR TERRI LYNE CARRINGTON

Terri Lyne Carrington plays Yamaha Drums, Zildjian Cymbals and Sticks and Remo Drum Heads exclusively. Artist provides cymbals and sticks only.

**** In the event that Ms. Carrington is not carrying cymbals the following should be provided. You will be notified in advance if cymbals are required.

ALL CYMBALS PROVIDED TO BE ZILDJIAN.

2 x 22" Constantinople Ride
2 x 20" Constantinople Ride
1 x 18" Dark Crash
1 x 16" Dark Crash
1 x set 14" K Dark Hi Hat Cymbals

MUST BE YAMAHA DRUMS
1) YAMAHA Maple Live Oak Custom
2) YAMAHA Maple Custom Absolute Nouveau (2nd choice, only if Live kit is not available) (standard sized depth toms)

2x 14"x5" Snare Drum (LNS 1455) 1 wood, 1 metal
1x 20"x16" Kick Drum (LNB 2016)
1x 10"x7" Rack tom (LNT 1007) Mounted on Bass Drum w/ TH-945
1x 12"x8" Rack Tom (LNT 1208) Mounted on Bass Drum w/ TH-945
1x 14"x13" Floor Tom (LNF 1413)

All YAMAHA Hardware
1x Bass Drum Tom Mount (TH-945)
1x Drummer's Throne (DS-1100) WITH CLOTH SEAT! (VINYL is unacceptable)
1x Single Chain Foot Pedal (FP-8110) or (FP-7210)
1x Hi-Hat Stand (HS-950) (DO NOT GET HS-1000 or HS-1100)
2x Snare Stands (SS-940)
6x Cymbal Boom Stands (CS-845)
1x professional, wooden tambourine.
1 x drum key
1 x roll of black gaff tape

All toms should have REMO COATED AMBASSADOR heads except BASS DRUM should have a REMO COATED POWERSTROKE head.

4. STAGE PROPS AND FURNITURE

. 4 x regular bar stools for musicians

5. SOFT GOODS AND MISC

One (1) 6 foot x 6 foot (1.5m x 1.5m) dark colored carpet for drums
Black soft goods (DUVATEEN) should be used for dressing. (stage monitor area, etc.)
Eight (8) dark colored hand towels for each performance
Carpet strips (runners) should be used for cables crossing pathways when possible.
Twelve (12) 500ml bottles of room temperature spring water(no gas).
3. SOUND SYSTEM

A house electrician, monitor and FOH engineer must be available throughout the entire set up, sound check and performance. Sound system must be operable at least 3 hours prior to doors opening and available for sound check.

Artist must have sound check as late as possible prior to opening of venue to audience. If there are other bands on the show, then Artist is to have the last sound check.

A concert sound system of sufficient size, sophistication and quality to deliver to all members of the audience (including sound reinforcement to balcony if any) an amplified blend of Artist's music (including all instruments) free of distortion, feedback, and extraneous noises to the satisfaction of the Artist or the Artist's representative. Said sound system must consist of the following:

AMPLIFICATION & SPEAKER SYSTEM

a. High quality professional sound reinforcement system capable of providing clear undistorted sound of at least 110db, 20-16,000Khz with less than 1% total distortion.
b. Minimum 3-way tri-amped speaker system. PREFER LINE ARRAY SYSTEMS!!
3. A high quality sub-woofer system.
c. Crossover control available at FOH Mix position.
d. System should be configured in stereo with (2) Professional 1/3 Octave EQ's (in chain, not inserted) for the mains and an additional 1/3 Octave EQ for any clusters or balcony fills. (Klark, etc.) All master outputs must have the possibility to be delayed.

HOUSE CONSOLE

a. Console must be located at mid house and never in a booth or under balcony. When the concert is outdoors, the console shall NOT be near a noisy area like bars, kitchens or street areas. Console must be professional and have a minimum of 40 Inputs, 8 Sub-master with channel and sub-master inserts, VCAs, 4 band FULLY parametric EQ (with Q) for each channel, 48 volt phantom power and a minimum of 6 aux sends. Preferences: Midas XL4, XL3, Yamaha PM series, PM1D, PM5D, etc.
b. Processing (If Analog console is being provided) Two (2) professional stereo digital reverbs. (T.C. Electronics M 6000, M 5000, M 4000, M 3000, M 2000, Lexicon PCM90, PCM 91, PCM 70...) Eight (8)ch’s compression and four (4) ch’s noise gates Two professional (2) channel compression (DBX 160 or quality tube compressors)

MICROPHONES:
   See stage plot and input list attached

MONITOR SYSTEM

a. Must be mixed from stage Left. Console must be professional and have a minimum of 32 Input, 4 band FULLY parametric EQ (with Q) for each channel, 48 volt phantom power and a minimum of 10 aux sends.

b. Ten (10) wedges w/ 12 or 15 inch woofer with 1 or 2 inch horn. Prefer Clair Brother, L acoustic, Meyer, D&B, Martin, ALL MONITORS MUST BE OF THE SAME MODEL. Passive crossovers are fine. Bi-Amplified are acceptable but not necessary One (1) Sub woofer with one (1) monitor wedge on top to be provided for drum mix.

c. Ten (10) 1/3 Octave EQ’s. inserted on each monitor send. (Klark Technics, etc.)
d. **See stage plot for monitor placement and mix assignments.**

**MISC.:**

a. Four (4) to six (6) 1/4 inch phone plug guitar cables
b. Four (4) power drops with sufficient length to reach anywhere within the stage area to power band equipment

**4. STAGE HANDS**

A minimum of two (2) stage hands are required for load-in and load-out

**5. LIGHTING SYSTEM**

Highest professional quality Stage Lighting System with a standard assortment of bright colored gels on independently controlled instruments, to be operated by professionally qualified technicians under the sole direction of Artist during sound check and performance. Once the lighting is set it is not to be altered during the performance.

**C. HOSPITALITY REQUIREMENTS**

**1. REFRESHMENTS**

a. Refreshments shall be made available in all dressing rooms during sound-check and shall be adequate for eight (8) persons to consist of cold beverages such as fruit juices, Perrier (or equivalent), Evian (or equivalent), soft drinks, dry red & white wines, beer; fresh hot coffee and tea with fresh skim milk (or 2% milk if skim not available no cream), lemons, sugar, honey, ice, various fresh foods and snacks (50% vegetarian) to consist of whole wheat and French bread, sandwich meats including turkey and tuna, cheeses, vegetables, fruits, and all necessary condiments (mustard, mayo, catsup, etc.) and tableware (plates, tableware, glasses, napkins, cups, etc.)

b. After sound check or after performance (at Artist's request) eight (8) (or nine (9) if the band has a driver) HOT DINNERS, including 3 fish or seafood only. Should be fresh, high quality food with a choice of potatoes, rice, pasta, vegetables, salad, and beverages. Beverages with meal shall be Perrier (or equivalent), Evian (or equivalent), soft drinks, dry red & white wines, beer; fresh hot coffee and tea with fresh skim milk (or 2% milk if skim not available no cream), lemons, sugar, honey.

c. ***ATTENTION: ONE ARTIST IS ALLERGIC TO WHEAT***

PLEASE ENSURE THAT WHEAT-FREE & SUGAR-FREE PRODUCTS (items which do not contain either ingredient, i.e. GLUTEN FREE) ARE AVAILABLE as part of the hospitality requirements.

Fresh Organic fruits (grapes, bananas, apples, oranges, melon)
One (1) package wheat-free and sugar-free crackers
One (1) package of brown rice cakes (Lundberg brand, lightly salted)
Two (1) containers of hummus (plain), and baba ganoush
  Raw, organic honey

D. All food must be set up in a separate dining area accessible to musicians only.
12 SMALL BOTTLES OF WATER AND 12 BLACK HAND TOWELS MUST BE MADE AVAILABLE ON STAGE FOR BOTH SOUND CHECK AND SHOW.

2. DRESSING ROOMS

A minimum of Three (3) comfortable and private dressing rooms, one (1) for Ms. Carrington, One (1) for female band members and one (1) for male band members, all with functioning heat and air conditioning, adequate for use by eight (8) persons in connection with performance from arrival at performance venue until immediately before final load-out. Said dressing rooms shall be secure, clean, dry, well lit, heated or air conditioned, shall contain at least eight (8) chairs throughout, closet space and clothing hangers, and shall be within easiest access to clean, private (not for public use) lavatories supplied with soap, toilet tissues, clean towels, and full length mirrors. A steamer OR iron and ironing board must be made available. Dressing rooms must be in an area where only the band and band associates have access. Please provide one bottle of premium red wine (Rioja, red Zinfandel, Montapulciano or Cabernet Sauvignon) and one bottle of premium white wine (Chardonnay) and one bottle of champagne, preferably Moet-Chandon, Veuve Cliquot or Dom Perignon.

3. SECURITY

a. The purchaser agrees to provide adequate and sufficient security at all times and places of performance to prevent loss or damage to equipment and/or personal belongings through theft, riot, misuse, vandalism or civic commotion. If any such loss or damage occurs, the purchaser shall be liable to Artist for the cost of replacement of all missing equipment.

b. The entire stage and backstage area must be kept free of all non-critical personnel before, during, and following the performance. No individuals are to be admitted to this area without express authorization of Artist or Artist's representative.

4. INTERMISSION MUSIC

Any and all pre-concert (from the moment load-in begins) music or sound and intermission and post-concert music or sound (until end of load-out) MUST be approved by Artist by time of load-in.

5. ANNOUNCEMENTS

Artist must approve any introductions and remarks made from the stage.

6. OPENING ACT

Artist is to have full approval over any opening act. If there is to be an opening act performing prior to artist the performing time of this act must not exceed forty five (45) minutes including encore, if any.

ANY CHANGES OR SUBSTITUTIONS MUST BE APPROVED BY ARTISTS ADVANCE TOUR MANAGER.
Paul DiPego  - pauldipego@yahoo.com / +1 847 648 0600
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<td>DRUM REV LEFT</td>
<td>RETURN</td>
<td></td>
<td></td>
</tr>
<tr>
<td>31</td>
<td>DRUM REV RIGHT</td>
<td>RETURN</td>
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* Denotes Artist provides
<table>
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<tr>
<th>ARTIST</th>
<th>Note: Mics with a supplied by</th>
<th>Artist 1</th>
<th>Artist 2</th>
<th>Artist 3</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1. Kick M88</td>
<td></td>
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