

Schedule "A"

**Family Entertainment Center- 2009**

**1. PREMISES.** "Premises", as used in the SESAC Performance License effective (the "Agreement") to which this Schedule "A" is attached, shall be defined as the following Family Entertainment Center:

Name:

Address:

City:

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This Agreement is intended exclusively for Family Entertainment Centers. It shall not be applicable to any theme, amusement, or waterpark; any skating center; bowling center; or any restaurant, nightclub, or tavern. Concert performances are excluded from this Agreement. Concert performances are those performances by an entertainer, group, or performer, for which a separate admission is charged.

**2. FEE SCHEDULE/LICENSE FEE.**

A. License Fees shall be calculated based upon the Number of Months of Operation in accordance with the following:

<u>Number of Months of Operation</u>	<u>Calendar Year 2009 License Fee</u>
6 or More	\$186
5 or fewer	\$123

**Number of Months of Operation:**

**Check Months of Operation:**

Jan    Feb    Mar    Apr    May    Jun    Jul    Aug    Sep    Oct    Nov    Dec

B. As used herein, "Number of Months of Operation" shall mean the total number of calendar months or part thereof for which the Premises is open during each calendar year.

C. LICENSEE shall pay the initial license fee to SESAC upon execution of this Agreement. The initial license fee payment shall be a pro-rated amount calculated using the then current license fee rate(s) from the Effective Date through the end of the current billing period. Subsequent payments shall be made annually in one (1) payment on or before the first day of July, for the billing period of January 1 through December 31 of each year of the Term.

D. Upon execution of this License, LICENSEE shall provide SESAC with a report detailing the Number of Months of Operation as of the effective date of this license. In the event that the Number of Months of Operation changes from the previous report submitted by LICENSEE, on or before May 1 of each calendar year, LICENSEE shall submit a revised report detailing the current Number of Months of Operation. License fees will be adjusted in accordance with the revised report effective January 1 of the current calendar year following SESAC's receipt of the revised report. SESAC retains the right to obtain this information through independent sources and make appropriate adjustments to the license fee.

E. 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 the Fee Schedule. In the event that LICENSEE's License Fee increases as a result of such adjustment to the Fee Schedule, 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 4.D of the Agreement.

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