

Schedule "A"

Country Club - 2009

I. 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 country club, yacht club, or similar facility:

Name:

Address:

City:

ST

ZIP:

(the "Premises").

II. FEE SCHEDULE/LICENSE FEE.

A. License Fees shall be calculated in accordance with the following:

<u>Total Number of Members</u>	<u>License Fee for calendar year 2009</u>
Under 251	\$157
251-350	\$214
351-450	\$293
451-550	\$377
551-750	\$505
751-1000	\$672
1001-1250	\$840
Over 1250	\$1096

Total Number of Members:

License Fee: \$

B. As used herein, "Total Number of Members" shall mean all fulltime , part-time, and associate members of the Premises.

C. LICENSEE shall pay the License Fee to SESAC upon execution of this Agreement, with License Fees due and payable in advance. 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 December 31 of the current calendar year. Subsequent payments shall be made annually in one (1) payment on or before the first day of January, for the billing period of January 1 through December 31 of each year of the Term.

D. Upon execution of this Agreement, LICENSEE shall provide SESAC with the Total Number of Members as of the Effective Date. Thereafter, on or before October 1 of each calendar year, in the event that a change in the Total Number of Members results in a change in LICENSEE's fee category, LICENSEE shall submit a revised report of the Total Number of Members. License Fees will be adjusted in accordance with the revised report effective January 1 following SESAC's receipt of the revised report. SESAC retains the right to obtain this information through independent sources and make appropriate adjustments.

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.

III. 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.