LI-17/DEC-DJ Interim

# BMI Digital Jukebox
# Interim License Agreement

The following are the terms and conditions of the BMI Digital Jukebox Interim Blanket License Agreement (hereinafter "Interim Blanket License Agreement") between Broadcast Music, Inc. ("BMI") and _____ (hereinafter "LICENSEE"), pending the outcome of negotiations for a final agreement between BMI and the LICENSEE, or, if necessary, a determination by the BMI Rate Court of appropriate license fees and terms.

It is hereby agreed as follows:

1. The Blanket License Agreement for Digital Jukeboxes granting a license to publicly perform the BMI music repertoire expired on June 30, 2008 (the "Agreement"). For the period commencing _____ Broadcast Music Inc. ("BMI") and _____ ("LICENSEE") have agreed that the Agreement should extend from commencement date forward on an interim basis.

2. This Interim Blanket License Agreement shall embody each and every term and condition set forth in the Agreement, except for the Term. This Interim Blanket License Agreement shall commence on _____ and shall continue, unless either party terminates this Interim Blanket License Agreement as of the last day of any calendar month upon 30 days' prior written notice, or a final agreement is reached between BMI and LICENSEE or, if necessary, a final determination in the BMI Rate Court.

3. The license fees for the Term of this Interim Blanket License Agreement shall be the same as the final fees set forth in the Agreement for each license year; that is $47.00 (forty-seven) per digital jukebox per year.

4. The final fees of this Interim Blanket License Agreement agreed to by BMI and LICENSEE for a final license Agreement, or as determined by the BMI Rate Court, shall be applied retroactively to commencement date. As such, LICENSEE shall be obligated to pay BMI any monies owed BMI as a result of such retroactive adjustment of fees, and BMI similarly shall be obligated to pay LICENSEE any monies owed LICENSEE as a result of such retroactive adjustment.

| TO BE COMPLETED BY LICENSEE | FOR ADMINISTRATIVE USE ONLY<br>TO BE COMPLETED BY BMI<br>BROADCAST MUSIC INC. |
|---|---|
| By signing this Agreement you represent that you have the authority to bind LICENSEE and that you have read, understood and agree to all of the terms and conditions herein. | |
| LICENSEE / COMPANY | |
| Signature | |
| Print Name / Title | |
| Date | |

| FOR BMI USE ONLY | |
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| ACCOUNT NO. | COID |