# Addendum to RV Parks and Campgrounds Multiple Use License

Broadcast Music, Inc. ("BMI") and _____ ("LICENSEE") previously entered into an RV Parks and Campgrounds Multiple Use License, which automatically renews for additional one (1) year periods unless cancelled by either party (the "Agreement"). The parties agree that the terms of this Addendum supersede any conflicting terms set forth in the Agreement. Capitalized terms used, but not otherwise defined, in this Addendum shall have the meanings given to them in the Agreement.

The parties hereby agree as follows:

1. Paragraph 1 (**DEFINITIONS**) shall be deleted in its entirety and replaced with the following language:

   **1. DEFINITIONS**

   (a) **"Licensed Premises"** shall mean each RV park or campground owned or operated by LICENSEE, limited to outdoor property divided into individual sites used for Camping and/or RVing and including any recreational and administrative structures located at such facilities. This Agreement specifically excludes properties which have more than fifty percent (50%) Fixed Structures, as defined below, including hotels/motels, mixed-use communities (i.e.; active life style or resort communities consisting primarily of manufactured homes and/or other types of permanent or semi-permanent structures), even if these properties also offer limited RV accommodations on the premises. Such facilities will be licensed pursuant to other BMI Music Licenses.

   (b) **"Camping and/or RVing"** shall mean temporary living in the outdoors with the aid of shelter consisting of a tent, pop-up trailer, travel trailer, truck camper, motor home, van, recreational trailer, recreational vehicle, teepee, yurt, camping cabin, or similar temporary shelter.

   (c) **"Fixed Structures"** shall mean units owned or managed by LICENSEE and available for rent to the public on a temporary basis, consisting of cabins, manufactured homes, recreational trailers (commonly known in the industry as park models), teepees, yurts, or other similar type units that are not readily transportable without the aid of a commercial-type hauler. The Fixed Structures threshold outlined in Paragraph 1(a) above shall apply to individually owned units occupying leased or rented spaces on a monthly or greater basis.

   (d) **"Campsites"** shall mean the maximum number of tents, recreational vehicles or similar transportable lodging places available at Licensed Premises.

   (e) **"Live Music and Entertainment Costs"** (herein sometimes referred to as "Costs") shall mean all expenditures of every kind and nature (whether in money or any other form of consideration) made by LICENSEE or on LICENSEE's behalf, for all live music and entertainment in connection with LICENSEE's activities on the Licensed Premises. In the event any services are performed by LICENSEE's staff, Costs shall include a percentage of the staff person's consideration for his or her services as relates to time given to entertainment services

in proportion to other services. Costs shall include the agreed value of room and board and any other accommodations or services which are made available to any person or entity as part of the consideration for their rendering or presenting entertainment services in connection with LICENSEE's activities. In the event that the value of such accommodations are not customary, the agreed value of accommodations or services shall be deemed to be one-half of the prevailing rate charged to LICENSEE's guests for similar accommodations or services.

Except as set forth herein, the Agreement remains unaltered.

Please acknowledge your acceptance of and agreement to the Agreement modifications outlined herein by signing below.

Accepted and agreed to by:

| **LICENSEE** | **Broadcast Music, Inc.** |
|---|---|
| Signature: _____ | Signature: _____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |

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| | | | Effective: January |
| Account No. | COID | | |