

PROTECTED DOCUMENT

AMENDMENT NO. 1 TO  
MANUFACTURING, SALES AND LICENSE AGREEMENT

THIS AMENDMENT is made and entered into this 23 day of JANUARY, 1981, by and among CREATIVE ENGINEERING, INC., a Florida corporation (hereinafter referred to as "Seller"), AARON FECHTER (hereinafter referred to as "Fechter") and SHOWBIZ PIZZA PLACE, INC., a Kansas corporation (hereinafter referred to as "Buyer").

W I T N E S S E T H:

WHEREAS, the parties hereto are all of the parties to that certain Manufacturing, Sales and License Agreement, dated May 24, 1980 (hereinafter referred to as the "Agreement"); and

WHEREAS, the parties hereto desire to amend and modify the Agreement in certain respects;

NOW, THEREFORE, in consideration of the premises and the mutual agreements, covenants and conditions contained herein, the parties hereto do hereby agree as follows:

1. That subsection (a) of Section 2 of the Agreement be amended by deleting therefrom the last sentence thereof and by substituting, in lieu thereof, the following:

Anything herein to the contrary notwithstanding, the maximum purchase price to be paid by Buyer hereunder with respect to any complete set of Electronimation Products delivered to it, during the calendar year 1980, for inclusion in a restaurant, shall not exceed (I) EIGHTY THOUSAND AND NO/100 DOLLARS (\$80,000.00) for the characters, computer hardware and software, props, scenery and lighting, and (II) TWENTY THOUSAND AND NO/100

DOLLARS (\$20,000) for curtains and special audio equipment requested by Buyer. The maximum purchase prices to be paid by Buyer for Electronimation Products delivered to it during subsequent calendar years shall be adjusted, upward or downward, as of the first day of each such subsequent calendar year, in direct proportion to the increase or decrease in the national Consumer Price Index for All Urban Consumers (CPI-U; Base: 1967-100) published by the United States Bureau of Labor Statistics, or such other comparable index as may then be available. In determining the amount of any such adjustment for a given calendar year, reference shall be made to the index for the month of May, 1980 (244.9) and to the index for the month of December in the immediately preceding calendar year. Accordingly, the maximum purchase prices to be in effect during calendar year 1981 shall be determined in accordance with the following formulas:

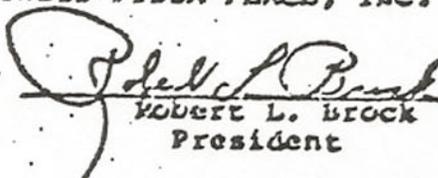
- |      |   |  |
|------|---|--|
| (I)  | 1981 Max. Price for Characters, hardware, software, props, scenery and lighting | = $\frac{\$80,000 \times \text{Dec. 1980 Index}}{244.9}$ |
| (II) | 1981 Max. Price for curtains and audio  | = $\frac{\$20,000 \times \text{Dec. 1980 Index}}{244.9}$ |

2. The Agreement, as amended hereby, shall remain in full force and effect for the term, and upon all of the other terms and conditions, set forth therein.

IN WITNESS WHEREOF, the parties hereto have caused this  
Amendment to be executed as of the day and year first above written.

SHOWBIZ PIZZA PLACE, INC.

By

  
ROBERT L. BROCK  
President

CREATIVE ENGINEERING, INC.

By

  
Aaron Fechter  
President

  
Aaron Fechter, Individually

MANUFACTURING, SALES AND  
LICENSE AGREEMENT  
(Amendment No. 1)

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