



**BMI Radio License Extension Agreement**

**WHEREAS, BMI®** and the Radio Music License Committee (the “RMLC”) have been negotiating the terms and conditions of a license agreement for the period commencing January 1, 2010 (the “2010 Agreement”).

NOW THEREFORE, by signing below you agree as follows:

1. Station agrees to be bound by all of the license terms and conditions negotiated between BMI and the RMLC, or adjudicated by the BMI Rate Court, which shall be memorialized in the 2010 Agreement.
2. In the event that BMI and the RMLC are unable to finalize the terms of the 2010 Agreement by December 31, 2009, Station agrees to be bound by an interim license which shall commence on January 1, 2010 and embody each and every term and condition set forth in Station’s 2007 Agreement except for the Term and license fees (“Interim License Agreement”). Station’s interim monthly license fee shall be the sum equal to 4% less than Station’s December 2009 license fee, and may be adjusted based upon agreement on a different interim fee by BMI and the RMLC, or as determined by the BMI Rate Court in a proceeding between BMI and the RMLC. The interim and/or final license fees agreed to by BMI and the RMLC, or as determined by the BMI Rate Court, shall be applied retroactively to January 1, 2010, and Station shall be obligated to pay BMI any monies owed BMI as a result of such retroactive adjustment of fees, and BMI shall be obligated to credit to Station’s account any monies owed Station as a result of such retroactive adjustment of fees. The Interim License Agreement shall continue until a final 2010 Agreement is reached as a result of the ongoing negotiations between BMI and the RMLC or a decision is rendered by the BMI Rate Court in a proceeding between BMI and the RMLC.
3. Station hereby waives its rights to make an Application for reasonable fees to BMI, or to make an Application to the BMI Rate Court for the period commencing January 1, 2010.

Station’s agreement to the above terms and conditions shall be evidenced by the signature below of an individual duly authorized to bind Station to this Agreement.

This agreement may be executed in counterparts.

Call Letters: \_\_\_\_\_ Legal Name

Frequency: \_\_\_\_\_ Authorized Signature

City: \_\_\_\_\_ Print Name of Signatory

State: \_\_\_\_\_ Print Title of Signatory

**Accepted:  
BROADCAST MUSIC, INC.**

(a) If corporation, signatory must be an officer.  
Print corporate office held under signature.

By: \_\_\_\_\_

(b) If partnership, print the word “partner” under signature of signing partner.

Title: \_\_\_\_\_

Date: \_\_\_\_\_

(c) If individual owner, print “individual owner” under signature.

\_\_\_\_\_  
Local Manager, if applicable

\_\_\_\_\_  
Local Manager Authorized Signature, if applicable

