

BROADCAST MUSIC, INC.
LOW POWER FM NON-COMMERCIAL LICENSE

AGREEMENT, made this _____ day of _____, 20_____, between
BROADCAST MUSIC, INC., a corporation organized under the laws of the State
of New York (hereinafter called BMI) with principal offices at 320 West 57th Street
New York, NY 10019 and _____
FCC Licensee

- A corporation organized under the laws of the State of _____
- An LLC organized under the laws of the State of _____
- A partnership organized under the laws of the
State of _____ and consisting of _____
- An individual residing at _____

(hereinafter called Low Power FM Broadcaster) with offices located at

City of _____ State of _____ Zip Code _____

Telephone: _____ Fax: _____ E-Mail: _____

1. Definitions:

a) The "Term" of the license shall begin on _____ and end on
December 31, 2010. It shall continue for additional 1-year Terms unless
cancelled by either party upon no less than thirty (30) days written notice.

b) "Station" shall mean and be restricted to the low power radio
broadcasting station presently located at _____,
having the call letters _____ and the frequency of _____.

c) "Low Power Radio Broadcasting" shall mean over-the-air aural
broadcasting in all of its forms. It does not include Internet or other online
transmissions.

2. BMI hereby grants to Low Power FM Broadcaster, for the term hereof, a non-exclusive license to publicly perform by radio broadcasting on Low Power FM Broadcaster's station, all non-dramatic musical works, the copyrights or rights to grant public performing rights licenses at which BMI may, during the term hereof, own or control. The performances licensed hereunder may originate at any place, whether or not such place is licensed to publicly perform musical works licensed hereunder, and regardless of the manner, means or methods of such origination. Nothing in this agreement shall be deemed to grant a license to anyone authorizing any public performance in such other place of any such composition.

3. The annual license fee for the Term is \$298 and is payable upon execution of this License Agreement. The fee for the initial Term will be pro-rated on a monthly basis if the initial Term is less than one year. The fee for each subsequent Term will be billed annually and will be due and payable to BMI on or before January 15 of each calendar year. The fee will be adjusted annually to reflect the percentage increase in the Consumer Price Index (CPI). BMI may impose a late charge of 1.5% per month on any payment received by BMI more than 30 days late.

4. As long as Low Power FM Broadcaster is not in default or arrears in payment under this agreement, BMI agrees to indemnify, save and hold harmless and to defend Low Power FM Broadcaster, its advertisers and their advertising agencies, its officers, employees, and artists, from and against all claims, demands and suits that may be made or brought against them or any of them with respect to the performance under this License Agreement of any material licensed hereunder provided that this indemnity shall not apply to broadcasts of any musical work performed by Low Power FM Broadcaster after written request from BMI to Low Power FM Broadcaster that Low Power FM Broadcaster refrain from performance thereof. Low Power FM Broadcaster agrees to give BMI immediate notice of any such claim, demand or suit and agrees immediately to deliver to BMI all papers pertaining thereto. BMI shall have full charge of the defense of any such claim, demand or suit and Low Power FM Broadcaster shall cooperate fully with BMI therein.

5. LOW POWER FM BROADCASTER WARRANTS THAT IT OPERATES SOLELY FOR RELIGIOUS, CHARITABLE, EDUCATIONAL OR GOVERNMENTAL PURPOSES, OPERATES UNDER THE LOW POWER FM GUIDELINES SET FORTH BY THE FCC AND THAT NONE OF ITS REVENUES INURES DIRECTLY OR INDIRECTLY TO THE BENEFIT OF ANY PRIVATE SHAREHOLDER OR INDIVIDUAL.

6. Low Power FM Broadcaster shall not assign this license except to an entity acquiring the Station's FCC license, provided that such entity signs a BMI license.

7. All disputes of any kind, nature or description arising in connection with the terms and conditions of this License Agreement, except for those within jurisdiction of the BMI Rate Court under Article XIV of the BMI Consent Decree, shall be submitted to the American Arbitration Association of the City and State of New York for arbitration under its prevailing rules, the arbitrator(s) to be selected as follows: Each of the parties here-to shall by written notice to the other have the right to appoint one arbitrator. If, within ten (10) days following the giving of such notice by one party, the other shall not, by written notice, appoint another arbitrator, the first arbitrator shall be the sole arbitrator. If two arbitrators are so appointed, they shall appoint a third arbitrator. If ten (10) days elapse after the appointment of the second arbitrator and the two arbitrators are unable to agree upon a third arbitrator, then either party may, in writing request the American Arbitration Association to appoint a third arbitrator. The award made in the arbitration shall be binding and conclusive on the parties and judgement may be, but need not be, entered in any court having jurisdiction. Such award shall include the fixing of the costs, expenses and reasonable attorneys' fees of arbitration, which shall be borne by the unsuccessful party.

8. This license will terminate automatically and immediately if the Station engages in any commercial broadcasting; or if, for any reason, Low Power FM Broadcaster fails to maintain its FCC license as required in paragraph 5 herein, or is otherwise forbidden to broadcast. BMI may terminate this license upon thirty (30) days' notice if Low Power FM Broadcaster fails to timely make any payment or submit any reports required hereunder; or upon sixty (60) days' notice, if BMI also simultaneously cancels all other licenses of the same class and category as Low Power FM Broadcaster.

9. Upon reasonable notice, Low Power FM Broadcaster agrees to furnish BMI lists and certain required information concerning its performances of all musical works on forms provided by BMI. Such lists need not be furnished for more than one (1) week of each year of the term.

10. On notice, BMI may withdraw from the license granted here-under any musical work as to which any legal action has been instituted or a claim made that BMI does not have the right to license the performing rights in such work or that such work infringes another composition.

11. All notices shall be in writing and mailed to the party of whom such notice is required or permitted to be given, by United States mail, postage prepaid addressed to said party at its mail office for the transaction of business or by such other method as the parties agree to in writing. Any notice sent to BMI shall be to the attention of the Senior Vice President of Licensing. This agreement constitutes the entire understanding between the parties and shall be construed under New York law, except for its choice of law provisions.

LOW POWER FM BROADCASTER

BROADCAST MUSIC, INC.

By _____
Signature

By _____
Signature

Print Name of Signatory

Print Name of Signatory

Title of Signatory

Title of Signatory

Station Profile Information

Program Format: _____

FCC Licensee Name: _____

Station Address: _____

Station Phone Number: _____ Station Fax Number: _____

Billing Address: _____

General Manager: _____

Billing Contact: _____ Billing Contact Title: _____

Billing Contact Phone: _____ Billing Contact Fax: _____

Billing Contact E-Mail: _____ Tax ID Number: _____

Station Website Address: _____

Are you using music on your station's website? Yes No

The information requested below is REQUIRED to open your new account

1. Date Sale Closed (if new station, enter actual on-air date) _____
Month/Date/Year

Business Type:

- Corporation - incorporated in the state of _____
- LLC - incorporated in the state of _____
- Partnership
- Individual

