



**IT IS HEREBY AGREED AS FOLLOWS:**

**1. GRANT OF RIGHTS**

- (a) BMI hereby grants to LICENSEE, for the term hereof, a non-exclusive license to publicly perform all musical works, the right to grant public performance licenses of which BMI may during the Term hereof control:
  - (i) by Television Broadcasting, on LICENSEE's Programs by the Station in the United States, its territories, commonwealth and possessions; and
  - (ii) in and as part of a single Station Web Site transmitted or caused to be transmitted either directly or indirectly over the Internet in the United States, its territories, commonwealth and possessions, but only in connection with:
    - (A) the simultaneous retransmission of the Station's locally produced and aired programming;
    - (B) the retransmission of all or a portion of Station's local newscasts and local news based public affairs programming that aired during the Term of this Agreement; and
    - (C) other transmissions the primary purpose of which are to promote viewership of Station and its television programming; *provided, however*, that: (1) no single performance licensed under this subsection (C) may exceed thirty (30) seconds in duration; and (2) the total duration of all performances of BMI-repertoire works under this subsection (C) available at any single time for listening on Station Web Site may not exceed fifteen (15) minutes in duration.
- (b) Notwithstanding the foregoing, the license granted herein shall not include transmissions described in subparagraphs 1(a)(ii)(A) and 1(a)(ii)(B) above where such transmissions contain programming which is nationally or regionally aired regularly scheduled series programming (e.g., Regis and Kelly, The Oprah Winfrey Show, and Major League Baseball). In the event that Station airs locally-produced programming, and such programming also appears on one or more additional stations (which programming for purposes of this Agreement would not be considered locally produced and aired programming for the additional station(s)), only the Station may retransmit BMI music contained in such programming in the manner described in subparagraphs 1(a)(ii)(A) and 1(a)(ii)(B) above, while the additional station(s) may not.
- (c) The license granted herein does not cover transmissions on the Station Web Site of BMI music where members of the public are charged a fee for the right to access such transmissions. Such transmissions shall be subject to appropriate separate licensing. Notwithstanding the foregoing, the fact that a Station may charge members of the public for access to discrete areas of the Station Web Site other than those areas containing the performances licensed hereunder shall not limit the scope of this license.
- (d) The license granted herein shall include on a non-precedential, experimental basis the right to engage in such non-dramatic public performances of musical works in BMI's repertoire as may result from Station's free, over-the-air broadcasts of BMI music within its existing geographic market(s) over FCC assigned frequencies, by means of a digital television signal. It is understood that the right to perform works in the BMI repertoire by means of a digital television signal is being included in this Agreement because digital television is a new technology and such grant of rights reflects the experimental character of such broadcasts.
- (e) The license granted herein shall not include transmissions of audio programs of any kind capable of reception on terrestrial radio receivers. Such transmissions shall be subject to appropriate separate licensing. In the event that LICENSEE intends to transmit through its Station's broadcasting facilities audio programs of any kind capable of reception on terrestrial radio receivers, LICENSEE shall notify BMI of its intent to do so prior to launching such a service.
- (f) The performances licensed hereunder may originate at any place, whether or not such place is licensed to publicly perform the musical works licensed hereunder, and regardless of the manner, means or method of such origination.
- (g) The license granted herein shall not include dramatic rights, the right to perform dramatico-musical works in whole or in substantial part, the right to present individual works in a dramatic setting or the right to use the music licensed hereunder in any other context which may constitute an exercise of the "grand rights" therein.
- (h) BMI will, upon specific reasonable written request made by LICENSEE, indicate whether one or more specified musical compositions listed by LICENSEE are licensed by BMI. LICENSEE shall provide title and writer/composer of each musical composition requested to be identified.
- (i) Nothing herein shall be construed as authorizing LICENSEE to grant to others any right to reproduce or publicly perform by any means, method or process whatsoever, any of the musical compositions licensed hereunder or as authorizing any receiver of any television broadcast to publicly perform or reproduce the

same by any means, method or process whatsoever.

- (j) The license granted herein shall not include the right to adapt the musical works licensed hereunder or to make any other versions thereof.

## 2. INDEMNIFICATION

BMI agrees to indemnify, save and hold harmless and to defend LICENSEE, its advertisers and their advertising agencies, and its and their officers, employees and artists, from any 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 works licensed hereunder, provided that this indemnity shall not apply to broadcasts of any musical work performed by LICENSEE after written request from BMI to LICENSEE that LICENSEE refrain from performances thereof. LICENSEE agrees to give BMI immediate notice of any such claim, demand or suit, and agrees to deliver immediately all papers pertaining thereto. BMI shall have full charge of the defense of any such claim, demand or suit, and LICENSEE shall cooperate fully with BMI therein.

## 3. TERM

The "Term" of this Agreement shall be the period beginning January 1, 2009 and ending December 31, 2009, and continuing thereafter for additional periods of one year each, unless canceled by either party as of December 31, 2009 or at the end of any additional one-year period upon no less than 30 days advance written notice to the other party.

## 4. DEFINITIONS

As used in this Agreement, the following terms shall have the following respective meanings:

- (a) "**Station**" shall mean and be restricted to the "low-power" or "Class A" television broadcasting station (as those terms are defined by the Federal Communications Commission), whose ownership and call letters are indicated above.
- (b) "**Television Broadcasting**" shall mean free unscrambled point-to-multipoint over-the-air local broadcasting by means of television, but in no event shall Television Broadcasting include cable television in any context recognized by the cable industry, or Internet transmission or on-line service(s).
- (c) "**Station Web Site**" shall mean the Web Site operated by or for Station as the Station's Web Site.
- (d) "**Web Site**" shall mean an Internet computer service comprising a series of interrelated web pages registered with a domain name registration service that Station transmits or causes to be transmitted either directly or indirectly to persons who receive the service over the Internet by means of a personal computer or by means of another device capable of receiving Internet transmissions.
- (e) "**Program**" shall mean any television program broadcast by the Station, including advertisements, promotional announcements and public service announcements, whether such program originates from the Station or is furnished to the Station from another source, such as a television network.
- (f) "**Gross Revenues**" shall consist of:
  - (i) all billings (standard accrual method) charged to or on behalf of sponsors and donors;
  - (ii) the reasonable value of goods and/or services received as a result of trade sales or barter as those terms are understood in the television industry, including but not limited to merchandise or services (or the use thereof) received by LICENSEE from "time brokers," "barter companies," providers of "program services" or received by LICENSEE in exchange for LICENSEE's providing promotional announcements; and
  - (iii) bad debts recovered (to the extent they arise from receivables that would have constituted Gross Revenues if originally recovered).
- (g) "**Net Revenues**" shall consist of Gross Revenues less (i) advertising agency commissions actually incurred and payable to an outside agency (not to exceed 15% of commissionable sales) and (ii) bad debts actually written off during the reporting period and which are related to billings previously reported.

## 5. LICENSE FEES

- (a) For each Station, the license fee payable per calendar year pursuant to this Agreement shall be an amount equal to the fee amount corresponding to such Station's Net Revenues for such calendar year as set forth on Exhibit A. Notwithstanding anything in this Agreement to the contrary, a Station's 2009 annual fee shall be \$669 if (i) the Station is owned and operated during the applicable year by a non-profit organization that is exempt from federal taxation pursuant to Section 501(c) of the Internal Revenue Code or (ii) the programming that the Station broadcasted during the applicable year was exclusively home shopping programming. In the event that this Agreement shall not, during any year, be in effect for the full year, the minimum fee for such year shall be proportionally reduced. Except as otherwise provided herein, the license fee per calendar year shall be payable in twelve (12) equal monthly installments on or before the 20th day of the month following

the month for which the payment is due. The minimum fee payable pursuant to this Agreement shall be adjusted on an annual basis to reflect the percentage increase in the Consumer Price Index (All Urban Consumers) between August of the preceding year and August of the next preceding year.

- (b) For the first calendar year of this Agreement LICENSEE shall make a good-faith estimate of its first year's annual fee (by providing BMI, upon execution of this Agreement, with a statement, substantially in the form of Exhibit A hereto, indicating such estimate by checking the appropriate box) and pay one-twelfth of the estimated amount each month, as provided above (if less than a calendar year, said sum shall be annualized). For subsequent years of this Agreement, LICENSEE shall adjust its estimated monthly payment upon filing its Annual Report for the previous year so that its estimated payments for the year will be equal to the actual fee due for the prior year. If LICENSEE shall fail to timely file its Annual Report, BMI shall (i) estimate LICENSEE's Net Revenues for the calendar year to which the Annual Report which was not timely filed would have related by adjusting LICENSEE's Net Revenues for the prior calendar year to reflect the percentage increase in the Consumer Price Index (All Urban Consumers) between August of the preceding year and August of the next preceding year and (ii) assessing LICENSEE's estimated fees for the calendar year following the calendar year to which the Annual Report which was not timely filed would have related based upon the Net Revenues for such calendar year as determined by clause (i) of this sentence. Such estimation of imputed revenues and fees by BMI shall not constitute a waiver or forbearance of LICENSEE's obligation to supply such reports pursuant to paragraph 6 of this Agreement and to pay final fees pursuant to paragraph 5(a) of this Agreement.
- (c) BMI may impose a late payment charge of 1½% per month from the date the payment was due on any monthly or annual payment that is received by BMI more than one month after the date payment was due.
- (d) In the event that the payment of any license fee to BMI by LICENSEE pursuant to this Agreement causes BMI to become liable to pay any state or local tax which is based upon the license fees received by BMI from licensees, LICENSEE agrees to pay to BMI the full amount of such tax together with LICENSEE's fee payment(s) as invoiced by BMI; provided, however, that BMI is permitted by law to pass through such tax to LICENSEE.

## **6. ANNUAL REPORTS**

LICENSEE shall render annual reports ("Annual Reports") to BMI, substantially in the form of Exhibit A, on or before April 1st of the year following each calendar year covered by the term of this Agreement, calculating the final license fee due for the preceding calendar year in accordance with Paragraph 5 hereof. In the event that LICENSEE shall fail to make payment or render any Annual Report under this Agreement, when and as due, BMI may, in addition to any and all other remedies which it may have, terminate this Agreement upon 30 (thirty) days' notice in writing, and this Agreement shall thereupon so terminate at the end of such period unless said default shall previously have been cured.

## **7. ADJUSTMENTS**

If the actual annual license fee for any calendar year of the term hereof exceeds the total estimated monthly installments applicable to such year's fee, LICENSEE shall pay any such excess to BMI concurrently with the payment relating to the first month of the following year. If the estimated monthly fee paid by LICENSEE for any calendar year of the term hereof exceeds the annual license fee due for such year, LICENSEE will be entitled to a credit of the overage paid and to commensurately deduct such overage from the payment relating to the first month of the following year.

## **8. AUDITS**

- (a) BMI shall have the right, by its duly authorized representatives, during customary business hours, on notice in writing of not less than ten (10) business days, to examine the books and records of account of LICENSEE to such extent as may be necessary to verify any reports or statements required by this Agreement. All data and information coming to BMI's attention as a result of any such examination of LICENSEE's books and records shall be held completely and entirely confidential and shall not be used by BMI other than in connection with its administration of this license.
- (b) The period for which BMI may audit pursuant to Sub-paragraph 8(a) hereof shall be limited to four (4) calendar years preceding the year in which the audit is made; provided, that if any audit is postponed at the request of LICENSEE, and BMI grants such postponement, BMI shall have the right to audit for the period commencing with the second calendar year preceding the year in which notification of intention to audit was first given by BMI to LICENSEE; provided further that if LICENSEE is late filing an Annual Report, BMI's right to audit shall be extended for a comparable period.
- (c) In the event that any BMI audit reveals that additional license fees are owed to BMI, LICENSEE shall pay interest on such additional license fees of 1½% per month from the date(s) such fees should have been paid pursuant to this Agreement. LICENSEE shall pay interest on such additional license fees of 1½% per month beginning thirty (30) days after the date BMI invoices such additional license fees to LICENSEE.

- (d) If LICENSEE disputes all or part of BMI's claim for such additional license fees arising from an audit, LICENSEE shall, within thirty (30) days from the date BMI invoices additional fees, (i) notify BMI in writing, of the basis for such dispute and (ii) pay to BMI any license fees not in dispute together with the applicable interest on additional license fees not in dispute in accordance with subparagraph (c) above. If there is a good faith dispute between LICENSEE and BMI with respect to all or part of the additional license fees which BMI has invoiced pursuant to this Paragraph, upon resolution of the disputed amount, subparagraph (c) shall govern payment of the interest due; provided, however, that no interest will be charged LICENSEE for the disputed license fees for the period beginning on the date of LICENSEE's written notice to BMI of the dispute and ending sixty (60) days after BMI responds to LICENSEE's notice of the dispute.
- (e) Interest calculated in accordance with this Paragraph and concerning additional license fees which LICENSEE disputes in accordance with subparagraph (d) above shall be adjusted pro-rata to the amount arrived at by LICENSEE and BMI in resolution of the dispute with respect to additional license fees due.

## **9. MUSIC PERFORMANCE REPORTS**

LICENSEE, upon written request from BMI made on not less than four (4) weeks notice specifying the period to be covered, agrees to furnish, on forms to be supplied by BMI (which forms BMI may require LICENSEE to submit to BMI via electronic transmission), lists of LICENSEE's performances by Station of all musical works (other than those performances that are part of transmissions of syndicated programs or motion pictures initially produced for theatrical exhibition), indicating the compositions performed by title and writer/composer or by such other convenient method as may be designated by BMI, but such lists need not be furnished for more than one (1) week of each 12-month period of the term. With respect to any syndicated programs or motion pictures initially produced for theatrical exhibition, LICENSEE shall provide BMI with the title and episode name or number of such program(s) or motion picture(s); and if no cue sheet is available, LICENSEE shall cooperate with BMI in attempting to obtain such cue sheets and/or in providing BMI with access to a tape or recording of the program or motion picture involved. At BMI's reasonable request, LICENSEE shall also request cue sheets or logs from licensors and outside producers with respect to programming produced by others and distributed as Programs of the Station (including via the Station Web Site) during the Term of this Agreement and shall furnish to BMI copies of any such cue sheets or logs received by LICENSEE.

## **10. WITHDRAWAL OF WORKS**

BMI reserves the right to withdraw from the license granted hereunder 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. ASSIGNMENT**

This license shall be non-assignable except to the person, firm or corporation acquiring the Federal Communications Commission license of Station, and upon assignment of the acquiring person, firm or corporation and upon the acceptance in form approved by BMI of the application of LICENSEE hereunder, LICENSEE shall be relieved of future liability under this Agreement provided that all Annual Reports have been filed by LICENSEE and all fees due BMI under this Agreement have been paid to BMI.

## **12. BREACH OR DEFAULT**

Upon any breach or default by LICENSEE of the terms and conditions of this Agreement, BMI shall have the right to cancel this Agreement, but any such cancellation shall only become effective if such breach or default continues 30 (thirty) days after LICENSEE's receipt of written notice thereof. The right to cancel shall be in addition to any and all other remedies which BMI may have. No waiver by BMI of full performance of this Agreement by LICENSEE in any one or more instances shall be deemed a waiver of the right to require full and complete performance of this Agreement thereafter or of the right to cancel this Agreement in accordance with the terms of this Paragraph.

## **13. CANCELLATION OF ENTIRE CATEGORY**

BMI shall have the right to cancel this Agreement along with the simultaneous cancellation of all other licenses of the same class and category as LICENSEE, at the end of any month during the Term, upon sixty (60) days advance written notice.

## **14. ARBITRATION**

All disputes of any kind, nature or description arising in connection with the terms and conditions of this Agreement, except for those within the jurisdiction of the BMI Rate Court under Article XIV of the BMI Consent Decree, shall be submitted to the American Arbitration Association in New York, New York for arbitration under its then prevailing rules, the arbitrator(s) to be selected as follows: Each of the parties shall, by written notice to the other, have the right to appoint one arbitrator. If, within ten 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 days elapse after the appointment of the second arbitrator and the two arbitrators are unable to

agree upon the third arbitrator, then either party may, in writing, request the American Arbitration Association to appoint the third arbitrator. The award made in the arbitration shall be binding and conclusive on the parties and judgment may be, but need not be, entered thereon in any court having jurisdiction. Such award shall include the fixing of the costs, expenses and attorneys' fees of arbitration, which shall be borne by the unsuccessful party.

**15. NOTICE**

Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed duly given when sent by ordinary first-class U.S. mail to the party for whom it is intended, at its office address stated above, or any other address which either party may from time to time designate for such purpose, and when notice is so mailed, it shall be deemed given upon the mailing thereof. Any notice sent to BMI shall be to the attention of Senior Vice President of the Licensing Department, BMI, 320 West 57<sup>th</sup> Street, New York, New York 10019. Any notice sent to LICENSEE shall be to the attention of the person signing this Agreement on behalf of LICENSEE or such other person as LICENSEE may advise BMI.

**16. MISCELLANEOUS**

This Agreement constitutes the entire understanding between the parties, shall not be binding until signed by both parties, and cannot be waived or added to or modified orally, and no waiver, addition or modification shall be valid unless in writing and signed by the parties. This Agreement, its validity, construction and effect shall be governed by the laws of the State of New York except for its choice of law provisions. The fact that any provisions herein are found to be void or unenforceable by a court of competent jurisdiction shall in no way affect the validity of enforceability of any other provisions. This Agreement may be executed in any number of counterparts and by facsimile signature or signature delivered via email attachment, each of which shall be deemed an original, and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have duly executed this Agreement the day and date hereinbefore set forth.

<b>BROADCAST MUSIC INC.</b>
<b>By:</b>
<i>Signature</i>
<i>Print Name of Signer</i>
<i>Title of Signer</i>

<b>LICENSEE (Legal Name of Owner)</b>
<b>By:</b>
<i>Signature</i>
<i>Print Name of Signer</i>
<i>Title of Signer</i>



10 Music Square East, Nashville, Tennessee 37203-4399  
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# EXHIBIT A



## LOW-POWER TELEVISION BLANKET LICENSE ANNUAL REPORT

CALL LETTERS

ACCOUNT NUMBER

REPORTING PERIOD\*

FROM:

TO:

If applicable, please check the following:

- Home Shopping Programming\*\* \_\_\_\_\_  
(Primary Network Affiliation)
- Operating as a 501(c)\*\*

### ESTIMATED LICENSE FEE COMPUTATION:

Licensee's Net Revenue *	Applicable License Fee	Check Appropriate Box (✓)
\$137,000 or Less	\$669***	<input type="checkbox"/>
\$137,001 to \$155,000	\$730	<input type="checkbox"/>
\$155,001 to \$175,000	\$825	<input type="checkbox"/>
\$175,001 to \$200,000	\$938	<input type="checkbox"/>
\$200,001 to \$225,000	\$1,063	<input type="checkbox"/>
\$225,001 to \$250,000	\$1,188	<input type="checkbox"/>
\$250,001 to \$275,000	\$1,313	<input type="checkbox"/>
\$275,001 to \$300,000	\$1,438	<input type="checkbox"/>
\$300,001 to \$350,000	\$1,625	<input type="checkbox"/>
\$350,001 to \$400,000	\$1,875	<input type="checkbox"/>
\$400,001 to \$450,000	\$2,125	<input type="checkbox"/>
\$450,001 to \$500,000	\$2,375	<input type="checkbox"/>
\$500,001 to \$575,000	\$2,688	<input type="checkbox"/>
\$575,001 to \$650,000	\$3,063	<input type="checkbox"/>
\$650,001 to \$725,000	\$3,438	<input type="checkbox"/>
\$725,001 to \$800,000	\$3,813	<input type="checkbox"/>
\$800,001 to \$925,000	\$4,313	<input type="checkbox"/>
\$925,001 to \$1,050,000	\$4,938	<input type="checkbox"/>
\$1,050,001 to \$1,175,000	\$5,563	<input type="checkbox"/>
\$1,175,001 to \$1,300,000	\$6,188	<input type="checkbox"/>
\$1,300,001 to \$1,500,000	\$7,000	<input type="checkbox"/>
\$1,500,001 to \$1,700,000	\$8,000	<input type="checkbox"/>
\$1,700,001 to \$1,900,000	\$9,000	<input type="checkbox"/>
\$1,900,001 to \$2,100,000	\$10,000	<input type="checkbox"/>

Licensee's Net Revenue	Applicable License Fee	Check Appropriate Box (✓)
\$2,100,001 to \$2,400,000	\$11,250	<input type="checkbox"/>
\$2,400,001 to \$2,700,000	\$12,750	<input type="checkbox"/>
\$2,700,001 to \$3,000,000	\$14,250	<input type="checkbox"/>
\$3,000,001 to \$3,300,000	\$15,750	<input type="checkbox"/>
\$3,300,001 to \$3,800,000	\$17,750	<input type="checkbox"/>
\$3,800,001 to \$4,300,000	\$20,250	<input type="checkbox"/>
\$4,300,001 to \$4,800,000	\$22,750	<input type="checkbox"/>
\$4,800,001 to \$5,300,000	\$25,250	<input type="checkbox"/>
\$5,300,001 to \$6,050,000	\$28,375	<input type="checkbox"/>
\$6,050,001 to \$6,800,000	\$32,125	<input type="checkbox"/>
\$6,800,001 to \$7,550,000	\$35,875	<input type="checkbox"/>
\$7,550,001 to \$8,300,000	\$39,625	<input type="checkbox"/>
\$8,300,001 to \$9,550,000	\$44,625	<input type="checkbox"/>
\$9,550,001 to \$10,800,000	\$50,875	<input type="checkbox"/>
\$10,800,001 to \$12,050,000	\$57,125	<input type="checkbox"/>
\$12,050,001 to \$13,300,000	\$63,375	<input type="checkbox"/>
\$13,300,001 to \$15,050,000	\$70,875	<input type="checkbox"/>
\$15,050,001 to \$16,800,000	\$79,625	<input type="checkbox"/>
\$16,800,001 to \$18,550,000	\$88,375	<input type="checkbox"/>
\$18,550,001 to \$20,300,000	\$97,125	<input type="checkbox"/>
\$20,300,001 to \$23,050,000	\$108,375	<input type="checkbox"/>
\$23,050,001 to \$25,800,000	\$122,125	<input type="checkbox"/>
\$25,800,001 to \$28,550,000	\$135,875	<input type="checkbox"/>
\$28,550,001 to \$31,300,000	\$149,625	<input type="checkbox"/>

\* Licensee's Net Revenue's are defined in Paragraph 4(g) of the Agreement.

\*\* As referenced in Paragraph 5 (a) in the Agreement.

\*\*\* The minimum fee is subject to adjustment based upon the Consumer Price Index as provided for in Paragraph 5(a) of the Agreement.

BILLING CONTACT:	SUBMITTED BY:
Billing Contact: _____	Name: _____
Billing Contact Title: _____	Signature: _____
Billing Contact Address: _____	Title: _____
Billing Contact Phone #: _____	Date: _____
Billing Contact E-Mail: _____	