



Local Television Station Music Performance Per Program License

AGREEMENT, made between BROADCAST MUSIC, INC., a corporation organized under the laws of the State of Delaware with principal offices at 7 World Trade Center, 250 Greenwich St., New York, N.Y. 10007 ("BMI") and

Call Letters _____ Channel _____ FCC ID _____

FCC Community of License _____
(City) (State)

Legal Name of Licensee _____

License to take effect from: _____
(“effective date”)

Please Check Appropriate Box and Complete

A corporation organized under the laws of the State of _____

A limited liability company organized under the laws of the State of _____

A partnership consisting of _____

An individual residing at _____

(hereinafter “You” or “LICENSEE”) licensing the radio broadcasting station (“Station”) presently receiving mail at:

(Street Address or P.O. Box)

(City) (State) (Zip Code) (Telephone Number)

Location of Station: Check box if same as above.

(Street Address)

(City) (State) (Zip Code)

Email address: _____

Station’s current Web Site URL(s) is (are) http://_____

Customer Number _____

IT IS HEREBY AGREED AS FOLLOWS:

1. **TERM.** The term (the “**Term**”) of this Agreement shall be the period beginning January 1, 2005 and ending December 31, 2017 unless earlier terminated as hereinafter provided.

2. **DEFINITIONS.** As used in this Agreement, the following terms shall have the following respective meanings:

(a) “**Affiliated Station**” shall mean any free, over the air television broadcasting station licensed by the FCC which is located in the United States, its commonwealth, possessions and territories, that regularly broadcasts Programs transmitted by a television network licensed by BMI during the term hereof.

(b) “**Ambient Uses**” shall comprise the following uses of music in BMI’s repertoire:

(1) each use of music in a news or public affairs Program that:

A. does not exceed fifteen (15) seconds’ duration; and either

B. has not been inserted by Station or the producer of the Program or Program segment and is audible during:

(i) coverage of a news story or event;

(ii) news coverage of a sports or athletic event or competition;

(iii) reviews and/or coverage of a live entertainment event;

(iv) previews or reviews of a play, concert or movie;

(v) interviews (except where the music is performed “live” during the interview by the celebrity/interviewee); or

(vi) teasers or promotions for upcoming news segments used within the news show; or

C. is contained in a file clip or footage utilized by Station, or by the producer of the Program or Program segment, which file clip or footage met the criteria of Subparagraphs B(i), (ii), (iii) or (iv) above at the time the file clip or footage was created.

(2) each use of music (without regard to duration) in a sports event Program that has not been inserted by Station or the producer of the Program or Program segment, other than:

A. uses of music that are part of an athletic performance choreographed to music (*e.g.*, figure skating, gymnastics, synchronized swimming); or

B. musical performances that are the subject of sustained, focused coverage during a pre-game or halftime show or event, or during a time out or other break in the action.

(c) “**Announcement**” shall mean any commercial, promotional, or public service announcement (exclusive of program length “infomercials” of greater duration than 120 seconds), or any producer’s or distributor’s logo.

(d) “**BMI Consent Decree**” shall mean the consent decree entered in United States v. BMI, 64 Civ. 3787 (S.D.N.Y.), as amended.

(e) “**Blanket License Fee**” shall mean LICENSEE’s blanket license fee for Station as calculated pursuant to the methodology prescribed in Schedule I of Exhibit A hereto.

(f) Music that is “**Cleared At The Source**” shall mean music for which LICENSEE has been granted a license to perform publicly by means of Television Broadcasting (1) directly by the composer(s), author(s), arranger(s), publisher(s) or owner(s) of such music, or licensees thereof, or (2) through the program producer or other authorized licensor of such rights.

- (g) **“COMMITTEE”** shall mean the Television Music License Committee, LLC, a limited liability corporation organized under the laws of the State of New York, which is duly authorized to represent local television stations in music licensing matters.
- (h) **“First-Run Syndicated Television Program”** shall mean any Syndicated Television Program, episodes of which: (1) are currently being distributed in the syndication market for their first season of broadcasts, or (2) were created originally for, and are being transmitted for their first season of broadcasts by, a television network not licensed by BMI at the time such program is broadcast on such network, and broadcast simultaneously or by so-called “delayed” or “repeat” broadcasts (sometimes known as “rebroadcasts”) over two or more stations affiliated with such television network not licensed by BMI.
- (i) **“Incidental Use”** shall mean the use of music in the broadcast of Non-Network Announcements.
- (j) **“LMA Operator”** shall mean any person, firm or corporation not under the same or substantially the same ownership, management or control as LICENSEE with whom LICENSEE has entered into a Local Marketing Agreement.
- (k) **“Local Marketing Agreement”** shall mean any arrangement between LICENSEE and an LMA Operator that:
- (1) authorizes the resale by an LMA Operator of the use of the Television Broadcasting facilities of Station;
 - (2) permits an LMA Operator to provide Programs for all or substantially all of the time Station is on the air;
 - (3) provides for the sale by an LMA Operator of all or substantially all local commercial time broadcast on Station; and
 - (4) provides that LMA Operator will assume responsibility for the payment of license fees.
- (l) **“Locally-Produced Television Program”** shall mean any Non-Network Television Program produced by, or expressly for, LICENSEE.
- (m) **“Monthly Base License Fee”** shall mean the base amount used as the starting point for determining LICENSEE’s fee pursuant to Paragraph 4(b) hereof. For each of the calendar years 2013 through 2017, LICENSEE’s Monthly Base License Fee shall be equal to one-twelfth (1/12) of its share of the annual industry-wide BMI per program license fee of \$78.65 million, as allocated to Station by the COMMITTEE pursuant to the methodology set forth in Schedule I of Exhibit A hereto for such year.
- (n) **“Network Announcement”** shall mean any Announcement transmitted by a television network licensed by BMI as a network at the time such Announcement is broadcast on the network, and broadcast simultaneously or by so-called “delayed” or “repeat” broadcasts (sometimes known as “rebroadcasts”) over two or more Affiliated Stations of a network licensed by BMI.
- (o) **“Network Television Program”** shall mean any Program, transmitted by a television network licensed by BMI as a network at the time such Program is broadcast on the network, identified as a Program of the network, and broadcast simultaneously or by so-called “delayed” or “repeat” broadcasts (sometimes known as “rebroadcasts”) over two or more Affiliated Stations of a network licensed by BMI.
- (p) **“New Media Transmission”** shall mean transmission of Programs and/or Announcements over mobile, wireless or any other digital platform other than Television Broadcasting.
- (q) **“Non-Network Announcement”** shall mean any Announcement broadcast by Station other than a Network Announcement.
- (r) **“Non-Network Television Program”** shall mean any Program broadcast by Station other than a Network Television Program.
- (s) **“Otherwise Licensed Split Work”** shall mean a musical work: (1) the copyright in which is owned by two or more individuals or entities, or as to which two or more individuals or entities have the right to collect performing rights royalties, at least one of which is an affiliate of BMI and at least one of which is not an affiliate of BMI, and (2) for which LICENSEE has a

valid license to perform publicly the composition by Television Broadcasting by Station either from another U.S. performing rights organization or from a copyright owner or its licensee who is not an affiliate of BMI.

(t) **“Program”** shall mean all material (visual or otherwise) broadcast by Station other than Announcements.

(u) **“Revenues Attributable to Non-Network Programs”** shall mean, with respect to each Non-Network Television Program broadcast by Station on Station’s Main Channel: (1) amounts billed by Station for the sale of commercial or Program time, including for political advertisements; (2) the value of trades and barter (*i.e.*, goods and services, including, without limitation, the Program itself) that Station receives in exchange for commercial or Program time, which value shall be the value Station attributes to such trades and barter in accordance with its established accounting and tax practices; (3) with respect to a telethon, payments to Station by the producer of said telethon; and (4) donations to Station relating to broadcasting activities that are directly attributable to a particular program. For purposes of calculations under Subparagraphs (u)(1) and (2) hereof, for any given Program, “Revenues Attributable to Non-Network Television Programs” includes revenue received by Station from: (i) commercial announcements broadcast within such Program, and (ii) commercial announcements preceding such Program that are broadcast after the completion of the prior Program.

(v) **“Station”** shall mean and be restricted to the FCC-licensed commercial television broadcasting station whose ownership and call letters are indicated above.

(w) **“Station Web Site”** shall mean the Web Site(s) operated by or for Station as Station-affiliated Web Site(s), and shall include any Web Site(s) that is (are) shared between two or more television stations in the same market, or two or more television stations with a common owner, including stations owned and operated by the same television network. Station Web Site shall not include a Web Site operated by or for a television network, including Station's affiliated network, except to the extent the Web Site is operated as a Station-affiliated Web Site for one or more owned and operated stations. For avoidance of doubt, the following web sites (and other similar web sites that may now or hereafter exist) shall not constitute Station Web Sites or Station-affiliated Web Sites: www.fox.com, www.americanidol.com, www.thefactorusa.com, www.familyguy.com, www.thesimpsons.com, and www.cwtv.com.

(x) **“Syndicated Television Program”** shall mean: (i) any Non-Network Television Program supplied to LICENSEE and other television stations by a producer, distributor, or by a television network which is not licensed by BMI; or (ii) any other Non-Network Program that is not a Locally-Produced Television Program.

(y) **“Television Broadcasting”** shall mean free, unscrambled, point-to-multipoint over-the-air local broadcasting by means of television, and shall include Station’s FCC-licensed primary signal (**“Main Channel”**) as well as its digital multicast channels broadcast over-the-air within Station’s local market.

(z) **“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.

3. GRANT OF RIGHTS.

(a) BMI hereby grants to LICENSEE, for the term hereof, a non-exclusive license to perform publicly all musical works the right to grant public performing right licenses of which BMI may during the term hereof control:

- (1) by Television Broadcasting as part of LICENSEE’s Non-Network Television Programs and Non-Network Announcements from Station; and
- (2) by streaming Non-Network Television Programs and Non-Network Announcements on a Station Web Site on a live, delayed or on-demand basis.

(b) BMI hereby grants to LICENSEE for the term hereof, on a through-to-the-audience basis, a non-exclusive license to perform publicly via New Media Transmission all musical works the right to grant public performing right licenses of which BMI may during the Term hereof control, contained in Non-Network Television Programs and Announcements (i) streamed on a Station Web Site, and (ii) delivered to viewers as part of programming supplied by Station via mobile, wireless or any other digital platform so long as each third party transmitting entity involved in the transmission or retransmission of such Programs and Announcements via New Media Transmissions has an economic relationship with Station, and provided that, upon request by BMI, such third party entities are identified by LICENSEE to BMI. This grant of rights is limited to audiovisual programming (but excluding platforms that are music video focused), and covers audio programming only to the extent it is incidental to the transmission of audiovisual programming.

(c) For the rights granted in Paragraph 3, the territory shall mean the United States, its commonwealth, territories and possessions.

(d) 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, but nothing herein shall be deemed to grant a license to such place itself (or to the parties responsible for such performances) for the public performances in such place of any such works.

(e) 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. It is nonetheless expressly understood that nothing contained in this Paragraph shall be construed so as to limit the ability of LICENSEE to perform any works contained in Syndicated Television Programs, motion pictures initially produced for theatrical exhibition or music videos which LICENSEE would otherwise have the right to perform under this Agreement.

(f) BMI will, upon specific reasonable written request made by LICENSEE, indicate whether one or more specified musical works listed by LICENSEE are licensed by BMI. LICENSEE shall provide the title and the writer/composer of each musical composition requested to be identified.

(g) Except as expressly herein otherwise provided, and without limiting the scope of rights granted herein, nothing herein contained shall be construed as authorizing LICENSEE to grant to others any right to reproduce, retransmit or publicly perform by any means, method or process whatsoever, any of the musical works 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.

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

(i) The license granted herein includes New Media Transmission of Programs on a non-precedential, experimental basis.

4. LICENSE FEE/STATEMENTS.

This Agreement expressly incorporates, and LICENSEE agrees to be bound by, the terms of the letter agreement between BMI and COMMITTEE attached hereto as Exhibit A (the "2013 Letter Agreement").

(a) LICENSE FEES FOR 2005-2012. LICENSEE agrees to pay BMI final per program license fees for the period from January 1, 2005 through December 31, 2012, in accordance with the interim fees and terms established by the BMI rate court in its two (2) Interim Fee Orders on Consent, dated August 3, 2005 and October 17, 2006 issued in the rate court proceedings *Broadcast Music, Inc. v. WPIX, Inc., et al*, No. 05 Civ. 6501 (S.D.N.Y), Docket No. 05 Civ. 6501 (LLS). All fees paid for this period shall be considered final, subject to BMI's right of audit and collection of unreported, unpaid, disputed or otherwise outstanding fees for any month during this period, including any late payment fees.

(b) LICENSE FEES FOR JANUARY 1, 2013 THROUGH DECEMBER 31, 2017. In consideration of the license herein granted for the period from January 1, 2005 through December 31, 2017, LICENSEE agrees to pay to BMI for each calendar month beginning January 1, 2013 and for the remainder of the term of this Agreement the total of the following Program Fee and Incidental/Ambient Use Fees:

(1) A Program Fee. The Program Fee, inclusive of an administrative fee, shall be eighty five percent (85%) of the Station's Monthly Base License Fee multiplied by one hundred and fifty percent (150%), multiplied by a fraction, the numerator of which shall be "BMI Revenues" computed as prescribed in Subparagraph 4(b)(1)(B) below, and the denominator of which shall be LICENSEE's total Revenues Attributable to Non-Network Television Programs from broadcasts on the Station's Main Channel for the month.

A. The mathematical calculation of the Program Fee may be represented as follows:

$(.85 \times \text{the Monthly Base License Fee}) \times 1.5 \times (\text{BMI Revenues} / \text{Revenues Attributable to Non-Network Television Programs})$

B. For purposes of calculating the Program Fee due BMI hereunder, "BMI Revenues" shall comprise the sum of:

(i) the month's Revenues Attributable to Non-Network Television Programs from broadcasts on the Station's Main Channel using music from BMI's repertoire other than those programs whose only uses of music from BMI's repertoire are Cleared At The Source, or consist solely of Incidental Uses, Ambient Uses (subject to Paragraph 4(b)(1)(A)) or Otherwise Licensed Split Works;

(ii) with respect to each episode of a Syndicated Television Program or a First-Run Syndicated Television Program broadcast on the Station's Main Channel for which a cue sheet has not been created or made available to BMI, Station, or the COMMITTEE at the time LICENSEE submits its per program license report, or, for which neither LICENSEE nor BMI can otherwise determine whether the music in such Program (other than music Cleared At The Source, Incidental Uses, Ambient Uses, or Otherwise Licensed Split Works) is in BMI's repertoire, an amount calculated by multiplying the revenues attributable to such episode by: (a) a percentage multiplier (calculated by BMI and verified by COMMITTEE as to the Programs involved and the methodology employed) representing the proportion of the episodes of the specific Program containing music in BMI's repertoire (other than music Cleared At The Source, Incidental Uses, Ambient Uses or Otherwise Licensed Split Works); or (b) in the absence of a sufficient number of cue sheets in BMI's or LICENSEE's possession which would enable calculation of such a percentage multiplier, fifty percent (50%) of the revenues attributable to such Program; and

(iii) one hundred percent (100%) of the Revenues Attributable to each Locally-Produced Television Program from broadcasts on the Station's Main Channel as to which neither LICENSEE nor BMI can determine whether the music in such program (other than any Ambient Uses) is in BMI's repertoire at the time LICENSEE submits its per program license report.

(2) An Incidental/Ambient Use Fee. The Incidental/Ambient Use Fee covering LICENSEE's Incidental and Ambient Uses of music in BMI's repertoire shall be fifteen percent (15%) of LICENSEE's Monthly Base License Fee.

(c) For purposes of fee calculations, the length of a Program shall be the length attributed to the Program in the "Program Index" section of the Nielsen report titled "Viewers in Profile" for Station's relevant Designated Market Area ("DMA") (hereinafter, the "**VIP Report**"), pursuant to Nielsen's then-current "Program Names Guidelines." For Programs not included in the "Program Index" section of the VIP Report, where a question as to Program length occurs and BMI and (1) LICENSEE or (2) COMMITTEE are not otherwise able to agree, a particular period of Television Broadcasting shall be considered one Program if, with respect to such period, any two of the following questions may be answered in the affirmative:

- (1) Is the period referred to by substantially the same title throughout?
- (2) Is the dominant personality the same substantially throughout?
- (3) Is the period presented to the public as a single show notwithstanding that it may have different parts?
- (4) Is the format substantially constant throughout?

(d) Monthly Payment.

(1) LICENSEE shall remit its monthly payment and the monthly report called for by Paragraph 5 hereof to BMI on or before the last day of the second calendar month following the month to which they are attributable (*e.g.*, the payment for April 2014 is due the last day of June 2014).

(2) If any such payment is not received by BMI by the date on which such payment is due, BMI may collect a late-payment charge of one percent (1%) per month (simple interest) calculated from the date such payment was due.

(3) If LICENSEE fails to submit both its monthly payment and report within thirty (30) days following the date they are due, BMI may collect one hundred forty-two and one-half percent (142.5%) of LICENSEE's Monthly Base License Fee for that month. If LICENSEE fails to pay such an amount within

thirty (30) days of its receipt of said notice of adjustment in fee, LICENSEE shall pay to BMI a late-payment charge of one percent (1%) per month (simple interest) on that amount calculated from the thirtieth (30th) day following LICENSEE's receipt of said notice of adjustment in fee. The payment provisions of this Paragraph shall not apply in circumstances in which LICENSEE is unable to submit its monthly report within the time period reflected in this Subparagraph due to "force majeure" (e.g., earthquake, hurricane, fire, flood) and where LICENSEE submits within sixty (60) days of the due date an on-account payment equal to its prior month's per program license fee, which will be credited against the actual fees owing for that month once LICENSEE has submitted its report.

(4) Within eight (8) months after BMI receives LICENSEE's monthly report pursuant to Subparagraph 4(d)(1), BMI shall send LICENSEE an adjusted monthly fee statement ("Adjusted Billing Statement") with an explanation for any adjustment and an electronic cue sheet or similar documentation supporting such adjustment. The Adjusted Billing Statement shall identify the specific Non-Network Television Program(s) and episode(s) in dispute and the specific nature of the dispute. The Adjusted Billing Statement shall be in a format agreed upon by BMI and the TMLC so as to allow for a computerized transmission to LICENSEE, and to enable LICENSEE to amend its monthly report on the basis of a newly obtained cue sheet or similar documentation as provided in Subparagraphs 6(a)(1) and 6(b) below.

(e) Adjusted Fee Exceeds Reported Fee.

(1) Where any adjusted monthly fee computed by BMI exceeds the fee reported and paid by LICENSEE, LICENSEE shall remit the payment of any such excess fee within forty-five (45) days of LICENSEE's receipt of an Adjusted Billing Statement unless LICENSEE disputes all or part of such adjusted fee pursuant to the provisions of Paragraph 4(g) below.

(2) If any undisputed additional payment due is not received by BMI within forty-five (45) days of LICENSEE's receipt of the Adjusted Billing Statement, LICENSEE shall pay to BMI a late payment charge of one percent (1%) per month (simple interest) calculated from the thirtieth (30th) day following LICENSEE's receipt of said billing statement; provided, however, that if LICENSEE disputes in good faith an adjustment by BMI pursuant to the procedures provided for in Paragraph 4(g) hereof, such a late payment charge shall be calculated as prescribed in Paragraph 4(g).

(f) Reported Fee Exceeds Adjusted Fee.

(1) Where the monthly fee reported and paid by LICENSEE exceeds any adjusted monthly fee computed by BMI, BMI shall credit LICENSEE's account for the amount of any such excess fee, or, if LICENSEE so elects, and the amount of such adjustment, net of any other amounts owing by LICENSEE to BMI other than any audit claims, exceeds LICENSEE's Monthly Base License Fee, BMI shall, within forty-five (45) days of receiving notification from LICENSEE of such election, refund to LICENSEE the amount of any such excess fee.

(2) If any such refund or credit is not received by LICENSEE within forty-five (45) days of BMI's receipt of notification by LICENSEE of such election, LICENSEE shall be entitled to receive, in addition to such refund, an additional sum computed at a rate of one percent (1%) per month (simple interest) calculated from the thirtieth (30th) day following BMI's receipt of said election.

(g) Disputes Regarding Adjusted Fee.

(1) If LICENSEE disputes in good faith any adjusted monthly fee computed by BMI under Paragraph 4(e) or 4(f), it shall submit to BMI a post-adjustment review request within forty five (45) days of its receipt of the pertinent Adjusted Billing Statement and explanation of the calculation of the adjusted fee. Such post-adjustment review request shall identify the specific Program(s) and episode(s) in dispute, the specific nature of the dispute (including the timely submission of supporting documents which have not already been submitted to BMI). BMI and COMMITTEE shall work together in an attempt to agree upon a format as to allow for a computerized transmission between BMI and its licensees or their representatives.

(2) Within forty five (45) days of its receipt from LICENSEE of a post-adjustment review request, BMI shall either: (i) notify LICENSEE that it withdraws the disputed adjustment and/or accepts LICENSEE's amendment(s) to its monthly report; or (ii) maintain the disputed adjustment by submitting to LICENSEE a Post-Adjustment Response, which shall identify the specific program(s) and episode(s) in

dispute, the specific nature of the dispute (including the timely submission of any supporting documents that have not already been submitted to LICENSEE), and shall be in a format agreed upon by BMI and COMMITTEE so as to allow for a computerized transmission to LICENSEE or LICENSEE's agent. If BMI's response is based on cue sheets or other information not already made available to LICENSEE, such information shall be provided to LICENSEE with the Post-Adjustment Response in an electronic format agreed to by BMI and COMMITTEE.

(3) Upon receipt of a post-adjustment review request from LICENSEE, no late payment charge shall be billed to the account of LICENSEE with regard to that portion of the adjusted monthly fee which is disputed until forty-five (45) days after LICENSEE's receipt of BMI's Post-Adjustment Response.

(4) Within forty-five (45) days of its receipt of such Post-Adjustment Response, LICENSEE shall pay any remaining portion of the adjusted monthly fee or advise BMI that it still disputes BMI's computation. Absent such notice from LICENSEE, if LICENSEE fails to pay any remaining portion of the adjusted monthly license fee within forty-five (45) days of its receipt of BMI's Post-Adjustment Response, LICENSEE shall pay to BMI a late payment charge of one percent (1%) per month (simple interest) calculated from the thirtieth (30th) day following LICENSEE's receipt of such Post-Adjustment Response; provided, however, that if LICENSEE continues to dispute in good faith such fee adjustment, and LICENSEE identifies in writing to BMI the specific nature of the continuing dispute, a late payment charge shall not accrue on the disputed portion of the adjusted monthly license fee until the thirtieth (30th) day following the resolution of the dispute.

5. PROGRAM AND MUSIC USE REPORTS.

(a) LICENSEE (or a designated agent of LICENSEE) shall, subject to the provisions of Subparagraph (b) below, furnish to BMI, on or before the last day of the second (2nd) calendar month following the calendar month to which it is attributable (*e.g.*, the April 2014 report is due June 2014), reports setting forth on a day-by-day basis, separately for each Non-Network Television Program broadcast by LICENSEE, and solely with respect to Station's Main Channel: (1) Program title, including the episode name and/or episode number; (2) date of broadcast; (3) from and to time of broadcast; and (4) the revenues attributable to the Program. LICENSEE shall also identify, on a day-by-day basis, for its Main Channel, the periods of time during which Station: (i) broadcast Network Programs, and (ii) did not broadcast any Programs.

(b) BMI shall provide LICENSEE (or, at LICENSEE's request, LICENSEE's agent) with computer file specifications to enable LICENSEE to transmit the monthly per program report data to BMI via Internet using File Transfer Protocol (FTP). BMI and one or more representatives designated by COMMITTEE shall agree on the specifications and software to be created by BMI in order to enable LICENSEE to engage in such electronic reporting. LICENSEE must submit its per program reports pursuant to this Agreement employing the agreed upon specifications and means of transmission.

(c) BMI shall provide LICENSEE (or, at LICENSEE's request, LICENSEE's agent) with a searchable list of the music content of Series, Episodes, and Shows available on an FTP or similar secure site (the "**Show Music Database**") and BMI will use reasonable efforts to update such a database each month of the term hereafter and shall, in any event, update this database at least once in each calendar quarter of the term hereafter. BMI, however, may adjust LICENSEE's reports and compute LICENSEE's fees based upon the most current music use information available to BMI, whether or not that information has been included in the latest Show Music Database provided to LICENSEE. LICENSEE shall endeavor to report Program titles, episode names and/or numbers and music use indicators on its monthly per program reports in exactly the same manner in which such information appears in the Show Music Database.

(d) Each month LICENSEE shall furnish to BMI a cue sheet, in the electronic form agreed upon by BMI and COMMITTEE with respect to each Locally-Produced Television Program listed in the report in Subparagraph 5(a) above.

(e) Program Recordings.

(1) Upon no less than thirty (30) days' advance written notice of a request from BMI, LICENSEE shall furnish to BMI copies of DVDs, or other electronic media permitting audio-visual transcription in a mutually agreeable format (collectively referred to herein as "Transcriptions") of all of its Locally-Produced Programs for a period of one (1) week. BMI shall be permitted to request such Transcriptions for no more than one (1) week per quarter; provided, however, that in the event LICENSEE fails to identify BMI repertoire music that would generate a Program Fee more than twice within a six (6) month period, BMI may require LICENSEE to maintain Transcriptions of all of its Locally-Produced Programs for four (4) months from the date on which LICENSEE receives notice from BMI. LICENSEE shall not be obligated to retain Transcriptions beyond the prescribed four (4) month period. LICENSEE shall provide a

reasonable number of Transcriptions to BMI in response to requests by BMI made within the prescribed four (4) month period, and subject to the limitation that BMI may request Transcriptions of no more than one (1) week or the equivalent of one (1) week of Locally-Produced Television Programs per month. Such Transcriptions shall be provided to BMI, with suitable identification of the location on them of the Programs to which BMI's request may be directed. If LICENSEE fails to respond to a timely request from BMI for a Transcription of a Locally-Produced Television Program by the maximum-allowable report submission date, LICENSEE shall be required to pay a fee for the Program as if it contained music in BMI's repertoire.

(2) Not more frequently than three (3) times during any consecutive twelve (12) month period, and upon not less than thirty (30) days' written notice to LICENSEE, BMI may request that LICENSEE provide BMI with either: (A) Transcription of up to one (1) consecutive week of Syndicated Television Programs the music content of which does not appear in the Show Music Database, or (B) Transcriptions of four (4) consecutive episodes of a Program that airs once a week the music content of which does not appear in the Show Music Database. BMI shall use its best efforts not to request from LICENSEE Transcriptions of programs for which it has received Transcriptions from other sources.

(3) If LICENSEE maintains Transcriptions of Syndicated Television Programs, the music content of which does not appear on the Show Music Database, BMI may request that LICENSEE provide a reasonable number of Transcriptions to BMI on an as-needed basis.

(4) Any Transcriptions provided to BMI pursuant to this Agreement are for the exclusive use of BMI in performance of its obligations hereunder. BMI shall not copy, distribute or otherwise make such Transcriptions available to any entity, other than the COMMITTEE. Upon BMI's completion of its review of such recordings, BMI shall promptly return such Transcriptions to LICENSEE or destroy them at LICENSEE's request.

(5) LICENSEE at its option may send BMI a sample Transcription strictly for the purpose of allowing BMI to determine if the Transcription is of reasonably sufficient quality and in an acceptable format to enable BMI to determine whether the Programs on it contain music in BMI's repertoire. Within a reasonable period of time following its receipt of such a Transcription, BMI shall notify LICENSEE of any perceived problems in the Transcription's quality or format, and thereafter LICENSEE and BMI shall attempt, in good faith, to resolve any such problems.

(f) Reporting Otherwise Licensed Split Work. With respect to any musical work that LICENSEE claims is an Otherwise Licensed Split Work, at the time LICENSEE files its corresponding monthly music report LICENSEE shall identify such claim as well as the performing right organization or copyright holder that has licensed the performing right of said work. If LICENSEE claims that the performing right is licensed under a blanket license from another performing right organization, LICENSEE shall represent that it has such a license in effect and, on BMI's request, shall furnish to BMI a copy of that license or other documentation sufficient to show LICENSEE's authorization to perform the relevant copyrighted work (provided that LICENSEE has not previously provided such license or documentation to BMI). LICENSEE authorizes BMI to seek to verify from another performing right organization that LICENSEE has a blanket or per program license in effect with that organization. If LICENSEE claims that the performing right is licensed under a per program license from another performing right organization, LICENSEE shall represent that it has such a license in effect and, on BMI's request, shall furnish to BMI a copy of that license or other documentation sufficient to show LICENSEE's authorization to perform the relevant copyrighted work (provided that LICENSEE has not previously provided such license or documentation to BMI), and shall furnish to BMI a copy of the relevant portion of LICENSEE's monthly report pursuant to that license showing that the performance has been duly reported and the required fee has been paid to the other performing right organization. If LICENSEE claims that the performing right is licensed directly from a copyright holder or its licensee, LICENSEE shall represent that such a license is in effect and on BMI's request, shall furnish to BMI a copy of the license agreement including the name(s) of the work(s) so licensed and the identities of the individual(s) from whom such license was obtained; and the period of time and nature or scope of the rights and performances covered by the license (or if the license was obtained from a music library, the name of the library and such other information contained in the license). Except for the items listed above, LICENSEE, at its option, may remove any financial or other proprietary (material) information from the license agreement.

(g) Reporting Music Cleared At The Source.

(1) For any music that is Cleared At The Source, LICENSEE shall furnish to BMI at the time LICENSEE submits its corresponding monthly music report and no later than three (3) months following the last day of the calendar month to which such music is attributable, to the extent not already provided, written notice of such clearance and, a copy of the license agreement between the person or entity (the

“Clearing Entity”) pursuant to which LICENSEE has obtained such clearance (the “Source License”), from which LICENSEE may, at its option, remove any financial or other proprietary (material) information. LICENSEE shall submit a copy of the Source License by sending it to BMI via a secure FTP site made available by BMI to the Stations which will provide confirmation of delivery, or by other electronic means agreed to by the Parties. In the event that more than ninety (90) days have passed following the last day of the calendar month to which such music is attributable and LICENSEE has not submitted to BMI a copy of the Source License or LICENSEE failed to provide BMI with notice of the clearance, LICENSEE may no longer claim that such musical work was Cleared At The Source and one hundred percent (100%) of the revenues from the Program containing such music shall be BMI Revenues for purposes of calculating the Program Fee under Paragraph 4.

(2) With respect to each Source License obtained from a person or entity who is not a writer, composer or publisher affiliate of BMI, LICENSEE shall additionally furnish to BMI such information as may be in the possession of LICENSEE as will enable BMI to determine the names of the works licensed and the authors, composers, arrangers or publishers of the works licensed. In this regard, if the Clearing Entity is a “music library,” this obligation shall be satisfied by LICENSEE’s identification of the title of the specific track of a compact disc, or other recording containing music from the library, performed by LICENSEE. If the Clearing Entity is a program producer or other authorized licensor of such rights, such obligation shall be fulfilled by LICENSEE’s furnishing of a cue sheet for the program in which the licensed works appear when BMI does not already possess the cue sheet and makes a request of LICENSEE to provide same. If LICENSEE is unable to supply, or BMI is otherwise unable to obtain, the music use or other information required by this Subparagraph, the parties shall have the same rights and obligations as may otherwise be available to them regarding payment and reporting in circumstances in which a program contains unidentified music, as set forth in Paragraphs 4, 5 and 6 hereof.

(h) Procedures for Music Cleared At The Source. For any music that is Cleared At The Source, the parties agree that the following procedures shall apply:

(1) If BMI believes that the Source License furnished by LICENSEE pursuant to the provisions of Subparagraph 5(g) is or may be legally insufficient to convey music performing rights to LICENSEE, BMI shall so advise LICENSEE, its designated agent, and COMMITTEE within sixty (60) days of BMI’s receipt of a Source License in connection with reports covering the period commencing January 1, 2013. If BMI so notifies LICENSEE, its designated agent, and COMMITTEE, LICENSEE shall have sixty (60) days from its receipt of such notice to cure any undisputed legal insufficiency in the Source License. If LICENSEE fails to cure any undisputed legal insufficiency in the Source License within sixty (60) days of its receipt of notice from BMI, the Source License shall be deemed ineffective in conveying music performance rights to LICENSEE as of the date of broadcast of the Program containing a music work or works purportedly covered by the Source License. If BMI does not notify LICENSEE of any challenge to the legal sufficiency of a Source License within sixty (60) days of its receipt of the Source License in connection with LICENSEE’s monthly per program report, the Source License shall be deemed legally sufficient to convey music performance rights to LICENSEE as of the date BMI received the Source License from LICENSEE, subject to Subparagraph 5(h)(2) below.

(2) If at some date subsequent to the sixty (60) day period set forth in Subparagraph 5(h)(1) above BMI discovers reason to believe that a Source License furnished by LICENSEE is or may be legally insufficient to convey performance rights to LICENSEE, BMI shall so notify LICENSEE, its designated agent, and COMMITTEE, and LICENSEE shall have sixty (60) days from its receipt of such notice to cure any undisputed legal insufficiency in the Source License. If LICENSEE fails to cure any undisputed legal insufficiency within sixty (60) days of its receipt of notice from BMI, the Source License shall be deemed ineffective in conveying music performance rights to LICENSEE as of the date LICENSEE, its designated agent, and COMMITTEE received notice from BMI pursuant to this subparagraph.

(3) If BMI challenges the legal sufficiency of a Source License furnished by LICENSEE, BMI shall communicate with the Clearing Entity by means of a letter or other writing, the content of which shall be agreed upon by BMI and COMMITTEE, and BMI shall furnish LICENSEE and COMMITTEE with copies of all such correspondence. If, following such written communication, the Clearing Entity disputes that it intended to convey music performing rights to LICENSEE, the parties shall have the same rights and obligations as may otherwise be available to them regarding payment and reporting in circumstances in which a Program contains unidentified music, as set forth in Paragraphs 4, 5 and 6 hereof.

(4) In circumstances in which the Clearing Entity is not a writer or publisher affiliate of BMI, BMI shall have thirty (30) days after having identified the affiliates of BMI whose works are covered by the Source License, to communicate in writing with such affiliates to determine if the Clearing Entity owns, or has been granted, the right to convey music performing rights to LICENSEE, and BMI shall notify LICENSEE, COMMITTEE and the Clearing Entity of such communication. BMI shall notify LICENSEE and the Clearing Entity within thirty (30) days following such written communication, if an affiliate or affiliates of BMI dispute that the Clearing Entity owns, or has been granted, the right to convey music performing rights to LICENSEE, and the basis for any such dispute. If BMI and LICENSEE or the Clearing Entity are not able to resolve such dispute, the parties shall have the same rights and obligations as may otherwise be available to them regarding payment and reporting in circumstances in which a Program contains unidentified music, as set forth in Paragraphs 4, 5 and 6 hereof.

(5) In circumstances in which the Clearing Entity is not a writer or publisher affiliate of BMI and in addition, the Clearing Entity asserts it has been granted the right to convey music performing rights to LICENSEE from a third party other than a writer or publisher affiliate of BMI, and BMI has reasonable cause to believe that said Clearing Entity neither owns, nor has been granted, the right to convey music performing rights to the work(s) at issue, BMI shall have thirty (30) days after receipt of the Source License to communicate with such third party, by means of a letter or other writing, the contents of which shall be agreed upon by BMI and COMMITTEE, to determine if such third party has granted the right to convey music performing rights to the Clearing Entity, and BMI shall notify LICENSEE, the COMMITTEE and the Clearing Entity of such communication. BMI shall notify LICENSEE, COMMITTEE and the Clearing Entity within thirty (30) days following such written communication, if such third party disputes that the Clearing Entity owns, or has been granted, the right to convey music performing rights to LICENSEE, and the basis for any such dispute. If BMI, LICENSEE, the Clearing Entity and such third party are not able to resolve such dispute, the parties shall have the same rights and obligations as may otherwise be available to them regarding payment and reporting in circumstances in which a Program contains unidentified music, as set forth in Paragraphs 4, 5 and 6 hereof. If such third party shall fail to respond to BMI's written communication within sixty (60) days following such written communication, BMI shall so notify LICENSEE and the Clearing Entity and the parties shall have the same rights and obligations as may otherwise be available to them regarding payment and reporting in circumstances in which a Program contains unidentified music, as set forth in Paragraphs 4, 5 and 6 hereof.

(6) The disposition of a given dispute pursuant to Subparagraphs (h)(3), (4) and (5) hereof for purposes of determining the license fees payable under this Agreement shall be without prejudice to the respective rights of LICENSEE and the Clearing Entity arising out of the disputed Source License itself.

(7) LICENSEE shall have seven (7) months from the time it is notified of a dispute pursuant to Subparagraph (h)(1) hereof in which to resolve such dispute. Notwithstanding the provisions of Paragraphs 4, 5 and 6 hereof regarding the timing of adjustments to LICENSEE's monthly per program license report, if within this seven (7) month period, it is determined that LICENSEE was in fact granted the right to perform the music which was the subject of the dispute, BMI shall adjust LICENSEE's report for the month in which such music was performed and shall issue a refund or credit to LICENSEE for the amount of any fees previously paid in error on account of such performances.

6. ADJUSTMENTS FOR UNIDENTIFIED MUSIC.

(a) If, within eight (8) months from the date on which LICENSEE's per program reports are due or submitted, whichever is later:

(1) BMI or LICENSEE obtains a cue sheet for a specific episode of a Syndicated Television Program for which such cue sheet previously had not been created or made publicly available, BMI shall adjust LICENSEE's report, and compute, and advise LICENSEE of any additional fees owing or credit due, based upon the music use reported in such cue sheet; or

(2) BMI obtains information that a Syndicated Television Program series has a theme in BMI's repertoire, BMI, subject to verification by COMMITTEE as to the sufficiency and accuracy of the information upon which BMI is relying in this regard, shall adjust LICENSEE's per program report in accordance with such information; or

(3) Neither BMI nor LICENSEE has obtained a cue sheet for a First-Run Syndicated Program produced by LICENSEE, LICENSEE's parent or by an affiliated company in which LICENSEE or its

parent is a majority owner, BMI shall adjust LICENSEE's report, and any fees owing to BMI by LICENSEE, by substituting in the numerator of the Program Fee fraction, set forth in Paragraph 4(b)(1)(A) above, one hundred percent (100%) of the revenue attributable to the relevant First Run Syndicated Program for the amount which previously had been calculated for the Program under Paragraph 4(b)(1)(B)(ii).

(4) Neither BMI nor LICENSEE has obtained a cue sheet for a Syndicated Program (other than those First-Run Syndicated Programs covered under Subparagraph 6(a)(3) above), BMI shall adjust LICENSEE's report, and any fees owing to BMI by LICENSEE, by substituting in the numerator of the Program Fee fraction, set forth in Subparagraph 4(b)(1)(A) above: (a) a percentage multiplier (calculated by BMI and verified by COMMITTEE as to the Programs involved and the methodology employed, and based on all cue sheets for such Program available at the time of the adjustment) representing the proportion of episodes of the specific Program containing music in BMI's repertoire (other than Incidental Uses, Ambient Uses, or Otherwise Licensed Split Works) multiplied by the revenues attributable to such Program; or (b) in the absence of a sufficient number of cue sheets in BMI's or LICENSEE's possession which would enable calculation of a percentage multiplier, fifty percent (50%) of the revenues attributable to such Program, for the amount which previously had been calculated for the Program under Paragraph 4(b)(1)(B)(ii).

(5) Neither BMI nor LICENSEE has obtained a cue sheet for a Syndicated Television Program, some of the episodes of which contain music that is Cleared At The Source, BMI shall adjust LICENSEE's report, and any fees owing to BMI by LICENSEE, by substituting in the numerator of the Program Fee fraction, set forth in Paragraph 4(b)(1)(A) above, a percentage multiplier (calculated by BMI and verified by COMMITTEE as to the Programs involved and the methodology employed, and based on all cue sheets for such Program available at the time of the adjustment) representing the proportion of episodes of the specific Program containing BMI music (other than Incidental Uses, Ambient Uses or Otherwise Licensed Split Works) that has not been Cleared At The Source multiplied by the revenues attributable to such Program. For example, if there are only one hundred (100) cue sheets available for a Program described in this subparagraph, and twenty (20) of those cue sheets reflect use of BMI music (other than Incidental Uses, Ambient Uses or Otherwise Licensed Split Works) not Cleared At The Source, BMI would substitute in the numerator of the Program Fee fraction an amount equal to twenty percent (20%) of the revenues attributable to such Program.

(b) If, within thirty (30) days from the date on which a LICENSEE's per program report is due, LICENSEE determines that it is able to furnish a cue sheet for a specific Locally Produced Program for which no cue sheet was originally submitted with such report, LICENSEE shall submit within the same thirty (30) day period a revised report based on such cue sheet, and BMI shall accept the LICENSEE's revised report, and compute, and advise LICENSEE of, any additional fees owing or credit due, based upon the music use reported in such cue sheet.

(c) Subject only to the audit rights described in Paragraph 7 below, BMI shall complete its review of LICENSEE's monthly per program report, and any adjustments thereto, within eight (8) months from the date it is due or submitted, whichever is later. At the request of BMI, LICENSEE shall furnish to BMI a copy of those portions of such program and music use reports or other records as are required for BMI to review the accuracy of information contained in LICENSEE's per program license reports. If BMI has not completed its review and adjustment of LICENSEE's per program report within this eight (8) month time period, all Program and music content identifications contained therein shall be treated as accurate, except as provided in Subparagraphs 6(a)(3) and 6(a)(4).

7. AUDITS.

(a) Upon at least ten (10) business days' written notice to LICENSEE, BMI shall have the right to examine, at any time during customary business hours, the Program logs, books and records of account, and all other records of LICENSEE only to such extent as may be necessary to verify any of the financial information contained in LICENSEE's per program reports. The records subject to examination shall include any documents pursuant to which LICENSEE has obtained the performing right to music that is Cleared At The Source, except to the extent that such documents may have previously been provided to BMI by LICENSEE. BMI shall consider all data and information coming to its attention as a result of any such examination of logs, books and records as confidential.

(b) BMI shall complete any audits of the financial information contained in any monthly per program reports by no later than two (2) years after the conclusion of the adjustment process described in Paragraph 4 above.

(c) Upon BMI's request, LICENSEE shall furnish to BMI a description of the methodology used by LICENSEE to attribute a value to trades and barter in accordance with its established accounting practices. LICENSEE shall thereafter furnish to BMI a description of any changes to such methodology which may occur during the term of this Agreement. Should BMI believe that the methodology utilized by LICENSEE does not comport with generally accepted accounting principles (or otherwise believe that LICENSEE's reporting practices under this Paragraph warrant it), BMI shall have the right, upon notice to COMMITTEE, to refer this matter to the BMI Rate Court for determination pursuant to Article XIV of the BMI Consent Decree.

(d) In the event that BMI's audit of LICENSEE discloses that LICENSEE has underpaid license fees due BMI:

(1) LICENSEE shall pay a finance charge on such additional license fees of one percent (1%) per month (simple interest) with respect to any additional license fees owing, computed: (a) in circumstances in which under-payments for the audited period exceed fifteen percent (15%) of the total fees owing, from the date(s) such fees should have been paid pursuant to this agreement, or (b) in circumstances in which underpayments for the audited period are less than or equal to fifteen percent (15%) of the total fees owing, beginning thirty (30) days after the date BMI bills such additional license fees to LICENSEE.

(2) If LICENSEE disputes all or part of BMI's claim for additional fees pursuant to an audit, LICENSEE shall, within thirty (30) days from the date BMI bills such additional fees: (i) advise BMI, in writing, of the basis for such dispute, and (ii) pay to BMI any fees indisputably owed together with any applicable finance charges on additional fees indisputably owed in accordance with Subparagraph (1) above. If LICENSEE, in good faith, disputes all or part of the additional fees BMI has billed pursuant to this Paragraph, no finance charges shall be billed with respect to such disputed fees for the period beginning on the date BMI bills such disputed fees and ending sixty (60) days from the date BMI responds to LICENSEE's written notification of the existence of a dispute.

(3) Finance charges computed in accordance with this Paragraph and pertaining to additional fees which LICENSEE disputes in accordance with Subparagraph (2) above shall be adjusted *pro-rata* to the amount agreed upon by LICENSEE and BMI in settlement of the dispute with respect to additional fees due.

8. LOCAL MARKETING AGREEMENT.

(a) If LICENSEE is, or becomes, a party to a Local Marketing Agreement, LICENSEE and the LMA Operator shall execute a letter to BMI, in the form attached as Exhibit B and made a part of this Agreement, requesting amendment of this Agreement to add LMA Operator as a party. When such a letter has been fully executed by LICENSEE, the LMA Operator and BMI, this Agreement shall be deemed amended accordingly.

(b) BMI shall be entitled to receive, upon request, a copy of the entire Local Marketing Agreement or, if LICENSEE so requests, a copy of the portion of the agreement which sets forth the respective obligations of LICENSEE and the LMA Operator regarding the payment of BMI fees, accountings, record keeping and administrative responsibilities. An officer of LICENSEE shall certify that it is a true and correct copy of the agreement.

9. **INDEMNIFICATION.** Provided that LICENSEE has not failed to cure a material breach or default of its payment obligations hereunder within thirty (30) days of receiving notification from BMI thereof under this Agreement, 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, and each of them 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 licensed under this Agreement of any works in the BMI repertoire that are licensed hereunder; provided, however, that such indemnity shall be limited to those claims, demands and suits that are made or brought within the United States, its territories, commonwealth and possessions, and provided further that this indemnity shall not apply to broadcasts of any musical work performed by LICENSEE which is not contained in the BMI repertoire at the time of performance by Station or which is the subject of a written notice of withdrawal in accordance with Paragraph 10 hereof. 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. LICENSEE, however, shall have the right to engage counsel of its own at its own expense who may participate in the defense of any such action. The provisions of this Paragraph shall survive termination of this Agreement, but solely with respect to performances broadcast by Station during the term of this Agreement.

10. **NEW MEDIA RIGHTS WITHDRAWAL.** BMI hereby represents and warrants that the rights granted herein are not affected by any withdrawal from BMI by certain publishers of the right to license works for certain digital uses. If, and to the extent a claim, demand or suit is brought against LICENSEE for its New Media Transmissions, BMI and LICENSEE shall have the same rights and obligations as set forth in Paragraph 9 above.

11. **WITHDRAWAL OF WORKS.** BMI reserves the right upon written notice to LICENSEE 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 right in such work or that such work infringes another work. BMI shall notify LICENSEE as promptly as reasonably possible of any such withdrawal and shall attempt to determine and advise LICENSEE at the time of such notice of any Syndicated Television Program in which any such withdrawn work may be contained.

12. **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 to the acquiring person, firm or corporation and upon the acceptance by BMI in form approved by BMI of the application of LICENSEE hereunder, LICENSEE shall be relieved of future liability under this Agreement as long as all reports required by this Agreement have been submitted by LICENSEE and all fees due BMI under this Agreement have been paid to BMI. Nothing herein is intended to limit the new owner's entitlement to a license pursuant to Article XIV of the BMI Consent Decree.

13. ARBITRATION.

(a) With the specific exception of disputes which may be within the jurisdiction of the United States district court having jurisdiction under the BMI Consent Decree, all disputes of any kind, nature or description arising in connection with the terms and conditions of this Agreement 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 reasonable costs, expenses and attorneys' fees of arbitration, which shall be borne by the unsuccessful party, subject to the provisions of Subparagraph (b) below.

(b) If, during the term of this Agreement, any dispute arises between BMI and LICENSEE concerning the interpretation of any of the provisions of this Agreement, the resolution of which, in the judgment of BMI or COMMITTEE, either jointly or severally, has or may have industry-wide impact, BMI and COMMITTEE shall first endeavor to resolve such dispute, failing which either party may refer the matter to arbitration (unless the parties agree on some alternative mechanism for dispute resolution); and LICENSEE agrees to be bound by the results of all of such arbitrations involving BMI and COMMITTEE. In the event of such a reference, each party shall bear its own costs, expenses and attorneys' fees. In the event of such a reference, either party, as a preliminary matter, shall be entitled to assert that the dispute between the parties is not properly dealt with under the terms of this Subparagraph.

14. **TERMINATION BY LICENSEE.** LICENSEE shall have the right to terminate this Agreement, upon ten business days' notice to BMI, in the event of: (a) the termination or suspension of the governmental licenses covering LICENSEE, or any substantial alteration or variation of the terms and conditions thereof; or (b) the suspension of operations by Station for a substantial period of time. Such termination shall be in addition to any other remedy available to BMI at law or in equity.

15. **BREACH OR DEFAULT.** Upon LICENSEE's breach or default of any payment, accounting or substantive reporting obligation required under the terms of this Agreement, BMI may give LICENSEE thirty (30) days' notice in writing to cure such breach or default. In the event that such breach or default has not been cured within thirty (30) days of said notice, BMI may then terminate this Agreement.

16. **NOTICE.** Any notice of termination given hereunder shall be given by registered or certified mail or delivery service for which there is proof of delivery to and receipt by the addressee. Any other 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 hereinabove stated, or any other address which either party hereto 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 S.V.P. Licensing Department. 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.

17. **INTERFERENCE IN OPERATIONS.** In the event that any law hereafter enacted of the state, or political subdivision thereof, in which LICENSEE is located shall result in major interference with the operations of BMI in that state or political subdivision, or in a substantial increase of the cost to BMI of operating within that state or political subdivision, BMI shall have the right, upon notice to COMMITTEE and upon a showing that the matters referred to affect the licensing of performing right under this Agreement, to apply to the judge with supervisory authority over the BMI Consent Decree for whatever relief BMI deems appropriate, including termination of this Agreement.

18. **BLANKET LICENSE.** LICENSEE acknowledges that the BMI Local Television Station Blanket License for the term commencing January 1, 2005 and ending December 31, 2017 (the “**Blanket License**”) is being offered to LICENSEE simultaneously with this Agreement and LICENSEE is hereby electing this Agreement instead thereof. LICENSEE further acknowledges that the BMI Local Television Station Adjustable Fee Blanket License (“**Adjustable Fee Blanket License**”) will be offered commencing on July 1, 2014. LICENSEE may hereafter elect to change from a Per Program License to a Blanket License as of the first day of a calendar month, prospectively on thirty (30) days prior written notice to BMI (an “**Election**”). Beginning July 1, 2014 LICENSEE may make an Election to change from a Per Program License to an Adjustable Fee Blanket License. By making an Election, LICENSEE agrees to all the terms of the elected agreement. Thereafter LICENSEE may switch back to the Per Program License in accordance with the provisions of the Blanket License or the Adjustable Fee Blanket License. An Election to change between this Agreement and the Local Television Station Blanket License or the Adjustable Fee Blanket License may be made by LICENSEE not more than twice in any calendar year.

19. **CONFIDENTIALITY.**

(a) BMI shall treat as confidential, and shall not disclose to any third party (other than its employees, directors and officers, in their capacity as such, on a need-to-know basis, and other than as set forth in Subparagraph (b) below), any financial or other proprietary documents or information provided to BMI by LICENSEE in connection with this Agreement.

(b) BMI is hereby authorized to provide to COMMITTEE such of LICENSEE’s financial or other proprietary documents or information, provided to BMI pursuant to this Agreement, as COMMITTEE may request in connection with its representation of the local television industry in future negotiations with BMI, future rate court proceedings, litigation or disputes over the implementation or interpretation of this Agreement, unless LICENSEE notifies BMI in writing to the contrary. As reflected in Exhibit A hereto, COMMITTEE has agreed to treat as confidential any financial or other proprietary documents or information provided to it by BMI pursuant to this Paragraph.

20. **WITHOUT PREJUDICE.** The parties are entering into this Agreement without prejudice to any arguments or positions they may assert in any future rate proceeding concerning what constitutes reasonable blanket and per program license fees and terms for the local television industry, or, in BMI’s case, as to any other licensee. The definition of Ambient Uses is for purposes of this Agreement only and is being agreed to without prejudice to any positions either party may take in any future litigation or negotiation, including positions with respect to whether or which specific uses of music constitute “fair uses” under 17 U.S.C. § 101 *et seq.* The inclusion of donations in the definition of Revenues Attributable to Non-Network Programs is for purposes of this Agreement only and is being agreed to without prejudice to any positions either party may take in any future litigation or negotiation. The exclusion of revenue attributable to programs broadcast on channels other than the station’s Main Channel is without prejudice to any positions either party may take in any future litigation or negotiation and shall not be offered or considered as evidence by any party in connection with any subsequent determination of reasonable BMI license fees for local television stations.

21. **MISCELLANEOUS.** This Agreement, and all Exhibits hereto, constitutes the entire understanding between the 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. 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 or enforceability of any other provisions.

IN WITNESS WHEREOF, this Agreement, made at New York, New York, has been duly executed by BMI and LICENSEE on _____.

BROADCAST MUSIC, INC.	LICENSEE
By: _____ (Signature)	_____ (Legal Name)
_____ (Print Name of Signatory)	By: _____ (Signature)
_____ (Title of Signatory)	_____ (Print Name of Signatory)
	_____ (Title of Signatory)

EXHIBIT A

November 3, 2014

Broadcast Music, Inc.
7 World Trade Center
250 Greenwich Street
New York, NY 10007

Attention: Mr. Michael Steinberg

Re: BMI – Local Television Station 2005-2017 Blanket and Per Program Licenses

Dear Mr. Steinberg:

This letter sets forth certain additional terms to the BMI-Local Television Station Blanket, Per Program, and Adjustable-Fee Blanket License Agreements reached on January 29, 2013, between Broadcast Music, Inc. (“**BMI**”) and the Television Music License Committee (the “**TMLC**” or “**COMMITTEE**”) covering the periods January 1, 2005 through December 31, 2017 (herein the “**Blanket License**,” “**Per Program License**,” and “**Adjustable-Fee Blanket License**” and collectively referred to as the “**Licenses**”). This letter agreement is expressly incorporated in Paragraph 4 of the Blanket, Per Program, and Adjustable-Fee Licenses, respectively, and is binding upon the parties hereto and upon the signatories to the Licenses and their successors and assigns.

The parties agree as follows:

1. The term of the Blanket and Per Program Licenses shall be January 1, 2005 through December 31, 2017 (“**License Term**”). The Adjustable-Fee Blanket License is available as of July 1, 2014.

2. The fees and terms of the Local Television Stations’ interim BMI Blanket Licenses in effect for 2005 through 2012 shall become final.

3. The fee and terms of the Local Television Stations’ interim per program license agreements in effect for 2005 through 2012 shall become final, subject to adjustment of any fees owed pursuant to Paragraphs 5, 7, and 8 of the BMI interim per program license and any resolution of any collection/audit issues.

4. BMI will provide a discount in the aggregate amount of \$3.5 million to stations licensed under the per program license. The discount has and will continue to be allocated based on a methodology developed by the TMLC. The discount began in March 2013 and will continue for twenty-three (23) additional months.

5. For calendar years 2013, 2014, 2015, 2016 and 2017, annual industry-wide Blanket License fees for all local commercial television stations licensed under the Licenses by BMI shall be \$78,650,000. Beginning in March 2013, stations were billed based on the new Blanket License fee and a credit was issued for any difference between the interim fee amounts billed for January and February 2013 and the new final fees for those months.

6. Each local television station’s Blanket License fees shall be determined in accordance with the provisions of the license fee allocation formula determined by the COMMITTEE and attached as **Schedule I** hereto.

7. All local television stations will pay their allocated share of a one-time Adjustable-Fee Blanket License (“**AFBL**”) start-up fee of \$425,000, reflecting BMI’s start-up costs related to the development of the systems and mechanisms required to administer the AFBL. This fee will be allocated by the TMLC across all Blanket License, Per Program License and AFBL stations in the same manner as industry-wide blanket fees are allocated, and will be paid over the 2015-2016 period.

8. BMI represents and warrants that: (i) BMI has the right, power and authority to grant the rights incorporated in this agreement; (ii) as of the date of this agreement, no BMI affiliate has withdrawn from BMI the right to license the right of public performance over the Internet, wireless, or other digital platforms included in the Licenses; and (iii) if during the License Term any BMI affiliate withdraws from BMI the right to license the right of public performance to its works included in the Licenses, such withdrawal of licensing rights from BMI will not impact BMI’s right, power or authority to grant a through-to-the-audience license to perform any or all of the copyrighted musical works in the BMI Repertoire of that BMI affiliate to the stations pursuant to this Agreement for the duration of the License Term.

9. If, during the remaining term of this Agreement, BMI licenses any entity agreed or determined to be a broadcast television “network” previously unlicensed by BMI, (such as FOX, or The CW), whose network programs are carried by local

television stations licensed by BMI pursuant to the Licenses, the industry-wide amounts set forth in Paragraph 5 above pertaining to the periods of such third party license agreements shall be adjusted downward in an appropriate amount. BMI shall have the ultimate responsibility for re-allocating industry-wide blanket license fees to reflect any such reduction, following consultation with the COMMITTEE. BMI and the COMMITTEE will confer and attempt to reach agreement concerning the appropriate amount of any such fee adjustments and such agreement shall be binding on all licensees. If BMI and the COMMITTEE shall fail to agree on such fee adjustments, either party may refer the matter to the federal judge with supervisory authority over the BMI Consent Decree for determination.

10. BMI shall provide to the COMMITTEE or its designated representative, by no later than October 1st of each calendar year during the license Term, a list of all Stations with which BMI has entered into a License. The COMMITTEE shall, by no later than November 15th of each calendar year, provide to BMI each Station's allocated blanket or per program license fees.

11. BMI shall provide to the COMMITTEE or its designated representative for verification, by no later than forty-five (45) days before its scheduled dissemination to licensees, a copy of each list of Syndicated Television Programs prepared pursuant to Paragraph 5(c) of the Per Program License. The COMMITTEE shall notify BMI of any suggested revisions or corrections to this list no later than three weeks from the date it was received.

12. From July 1, 2014 through December 31, 2017, Stations will be able to elect a BMI Blanket License, BMI Per Program License or BMI Adjustable Fee Blanket License. A Station may switch between one License and another License in accordance with the terms of the applicable License. In no event may a Station change Licenses more than twice in any calendar year.

13. If, for any part of the remaining term hereof, a station previously licensed by BMI under a separate agreement changes its format and elects to be licensed pursuant to a License, such station's blanket and per program license fee allocations shall be determined pursuant to the methodology set forth in Schedule I as though it were an Existing Television Station, except that: (a) such station's allocated blanket or per program license fee shall be in addition to the industry-wide blanket or per program license fees set forth in Paragraph 1 above; and (b) blanket or per program license fees allocated to other stations in the same market shall be determined as if such station were not licensed pursuant to a License, and thus shall remain unchanged.

14. The COMMITTEE shall treat as confidential any financial or other proprietary information or documents provided to it by BMI pursuant to the Licenses ("**Confidential Information**") where such Confidential Information was provided to BMI by a station or station group. The COMMITTEE shall limit access to Confidential Information to the COMMITTEE's staff, representatives and counsel, and shall not disclose Confidential Information to any third party or to any COMMITTEE member, other than a COMMITTEE member who is employed by the station group which provided Confidential Information to BMI.

15. BMI and the COMMITTEE are entering into this Agreement without prejudice to any arguments or positions they may assert in any future rate proceeding concerning what constitutes reasonable blanket and per program license fees and terms for the local television industry or, in BMI's case, as to any licensee.

Please indicate your agreement to the above by signing on the line provided below.

Very truly yours,

/s/ Chuck Sennet
Chair
Television Music License Committee

AGREED TO:

/s/ Michael Steinberg
Senior Vice President/Licensing
Broadcast Music, Inc.
Dated: November 3, 2014

**EXHIBIT A
SCHEDULE I**

**Television Music License Committee
Methodology for BMI License Fee Allocation for the Period
From January 1, 2005 through December 31, 2017**

The Industry-wide Blanket License fees for all commercial local television stations licensed under the BMI-Local Television Station Blanket License Agreements covering the period January 1, 2005 through December 31, 2017 (the “licensed television stations”), shall be allocated among the licensed television stations as follows (subject to revision pursuant to the provisions of Paragraph 10 below):

STEP 1: Allocation of Industry-Wide Fee Among DMA Markets

For each of the years 2013, 2014, 2015, 2016, and 2017 (“Contract Periods”), each Nielsen DMA television market is to be assigned its gross allocable share of the Industry-wide Blanket License fee (as set forth in Paragraph 6 of the November 3, 2014 letter agreement between the Television Music License Committee (the “Committee”) and BMI (the “Side Letter”)) in proportion to its percentage of the total number of weighted Qualified Viewing Households throughout the U.S. in an average quarter-hour during nine sweeps months over the course of the previous three years.

1. The number of Qualified Viewing Households will be computed for each licensed television station for the Contract Period based upon average quarter hour household viewing data, Sunday through Saturday, 9 a.m. through midnight, compiled by Nielsen during nine sweeps months over the previous three years¹. The Qualified Viewing Households attributable to each DMA market shall be calculated by multiplying the average quarter hour viewing households for all licensed stations in the market by 420 (the number of quarter hours between 9 a.m. and midnight in one week).

2. For each of the Contract Periods, the number of Market Qualified Viewing Households in each of the roughly 210 DMA markets as measured by Nielsen² is to be “weighted” as follows:

¹ Qualified Viewing Households for the Contract Periods 2012 through 2016 will be based upon data compiled by Nielsen for the nine November, February and May sweeps months prior to July 1 of the year preceding the Contract Period. A Qualified Viewing Household is defined as a viewing household for a station licensed by BMI for the Contract Period for which the allocation is being calculated.

² The number of Market Qualified Viewing Households in Puerto Rico shall be determined based upon data provided by Nielsen, or some other comparable provider of household audience information. The number of Market Qualified Viewing Households in the Virgin Islands and Guam (or in any other market or territory in which household audience information is unavailable) shall be determined by calculating the number of television households in the U.S. as a percentage of the total U.S. population; multiplying that percentage by the population of the market for which audience information is unavailable to derive the number of television households in the market; and multiplying the resulting number by a fraction the numerator of which is the number of licensed stations in the market and the denominator of which is the total number of stations in the market. For purposes of assigning an allocable share of the industry-wide blanket license fee to television markets in the Virgin Islands, Guam and Puerto Rico, the number of Market Qualified Viewing Households in each of these markets is to be given the same weight as the Nielsen DMA that most closely approximates the number of Market Qualified Viewing Households in these markets.

DMA Markets 1 - 10	Multiply by 1.21
DMA Markets 11 – 25	Multiply by 1.05
DMA Markets 26 – 50	Multiply by 0.92
DMA Markets 51 – 75	Multiply by 0.85
DMA Markets 76 - 100	Multiply by 0.85
DMA Markets 101 - 125	Multiply by 0.80
DMA Markets 126 plus	Multiply by 0.75

The purpose of the weighting is to reflect, within broad parameters, that a household in a smaller market does not represent the same value as a household in a larger market.

3. For each Contract Period, each market is to be assigned its share of the industry’s overall blanket license fee by the following procedure: The Market Qualified Viewing Households in the DMA market will be multiplied by the weight set forth in Paragraph 2 above for that DMA market to determine the weighted number of Market Qualified Viewing Households for the DMA market. Thus, for example, the top ten markets in terms of three-year households average will receive a 1.21 multiple. Each market’s weighted Market Qualified Viewing Households number is to be divided by the total U.S. weighted market Qualified Viewing Households to derive a percentage of U.S. weighted Market Qualified Viewing Households for each market. This weighted percentage is then applied to the industry-wide blanket license fee. Thus, if the weighted percentage of total U.S. Market Qualified Viewing Households for DMA market “x” is one percent, DMA market x’s share of the industry-wide \$78,650,000 fee for the January 1, 2013 through the December 31, 2013 Contract Period would be \$78,650,000 x 1%, or \$786,500.00.

STEP 2: Allocation of Blanket License Fees to Stations Within Each Market

4. Each station’s percentage share of the DMA market blanket license fee shall be calculated as follows: Station Qualified Viewing Households for stations affiliated with networks licensed by BMI (currently the ABC, CBS, NBC, Univision, and Unimás television networks) shall be calculated by multiplying the station’s average quarter hour viewing households by 420 (the number of quarter hours between 9 a.m. and midnight in one week); and subtracting one hundred percent (100%) of the station’s average prime-time DMA viewing households (which equals the station’s average prime-time DMA quarter hour households times 88 (the number of quarter hour units in prime time in one week)).³ Station Qualified Viewing Households for stations not affiliated with networks licensed by BMI shall be calculated by multiplying the station’s average quarter hour viewing households by 420. A station’s percentage share of the DMA market blanket fee shall be calculated by dividing its Station Qualified Viewing Households number by the total Station Qualified Viewing Households for all stations in that DMA market and multiplying the resulting percentage by the DMA market blanket license fee (reduced by the amount of any minimum fees assigned to stations in the market pursuant to paragraph 5 below).⁴

5. Stations whose ratings are not reported by Nielsen during the relevant period shall be assigned a minimum blanket license fee equal to the greater of 0.25 percent of the allocable blanket license fee for its market or an annual blanket license fee of \$540 (or \$45 per month for partial years) (“Minimum Blanket License Fee”). The fees assigned to a DMA market pursuant to Step 1 above shall be reduced by the amount of any Minimum Blanket License Fees assigned to stations in that DMA market, and the balance of that DMA market’s share of the industry-wide fee shall be allocated among the remaining licensed stations in that DMA market based on the methodology set forth in Step 2 hereof. If, by way of example, the blanket license fee allocated to market “k” is \$300,000, and there are operating in market “k” two stations whose ratings are not reported by Nielsen, each of those stations would be assigned a blanket fee

³ For example, on the East Coast, prime-time occupies Monday – Saturday, 8:00 – 11 p.m. and Sunday, 7:00 – 11:00 p.m.

⁴ The fees for each of the licensed stations in the Virgin Islands and Guam shall equal the amount of the industry-wide fee assigned to the market divided by the total number of licensed television stations in that market.

of \$750 ($\$300,000 \times .0025$). The remaining stations in market “k” would pay their appropriate percentages, not of \$300,000, but of \$298,500.

6. Except as otherwise provided in the Side Letter, if, during a given Contract Period, BMI enters into a license agreement with a television station that was not previously licensed (a “New Television Station”), such station shall pay the minimum monthly fee of forty-five dollars (\$45.00) for the remainder of the Contract Period following the effective date of its license agreement. The fees payable by all stations in the New Television Station’s market in the following Contract Period shall be reallocated in the manner set forth above without any increase in the total fee amount otherwise allocable to the relevant market.

7. Once a station’s allocated fee has been calculated for a given Contract Period, there shall be no further adjustment to that station’s fee for the duration of that Contract Period; provided however that if the station was assigned in error a blanket license fee that was higher or lower than it should have been assigned pursuant to the methodology set forth above, such over-allocation or under-allocation amount shall be factored into the fees allocated to the station for the subsequent Contract Period.

8. If during the term of the BMI-Local Television Station Blanket, Per Program, and Adjustable-Fee Blanket Licenses, the Committee determines that there is good cause to revise the allocation methodology set forth above in any manner, the Committee shall provide to BMI any proposed revisions for review. BMI and the Committee shall confer regarding the reasonableness of the proposed revisions. Thereafter, the Committee shall submit proposed revisions to the Honorable Louis L. Stanton to request approval of any proposed revisions to this methodology. The Committee shall make such a request at a public hearing (written notice of which will be provided to BMI and to all licensed television stations no less than thirty days in advance of the hearing) at which all interested parties will be given the opportunity to be heard in support of, or in opposition to, the proposed revisions. Any decision by the Court approving or denying the proposed revisions shall be final and shall not be subject to appeal.

Exhibit B

**Local Marketing Agreement Amendment to BMI Local
Television Station Music Performance License Agreement**

WHEREAS, _____ (“LICENSEE”) has entered into a Local Marketing Agreement (“LMA”) with _____ (“LMA OPERATOR”) for the television station _____ (the “STATION”) for the period _____ through _____; it is hereby agreed to as follows:

1. LICENSEE and LMA OPERATOR add LMA OPERATOR as a party to the BMI Local Television Blanket [Per Program] [Adjustable-Fee Blanket] License Agreement, including all extensions, schedules and exhibits thereto, in effect between LICENSEE and BMI (“the License”), and LMA OPERATOR shall assume, with LICENSEE, all of the rights and obligations of LICENSEE set forth in the License for the full period of the LMA with respect to the STATION.

2. LICENSEE/LMA OPERATOR (circle one) shall be responsible in the first instance for the payment of any fees owing to BMI and for the submission to BMI of any reports or other information pursuant to the License for the full period of the LMA with respect to the STATION.

3. LICENSEE remains fully liable for all its obligations under the License. Even if the LMA OPERATOR is responsible in the first instance for the payment of fees and submissions of reports or other information to BMI as set forth in Paragraph 2 above, if LMA OPERATOR defaults in any way on those obligations, LICENSEE remains responsible for fulfilling those obligations.

4. LICENSEE and LMA OPERATOR jointly designate the following single address for billing, and other regular correspondence, and the following single address for any notices in accordance with the License.

Billing Address: _____ **Notice Address:** _____

In the event that the LMA between LICENSEE and LMA OPERATOR terminates, both LICENSEE and LMA OPERATOR shall notify BMI of the termination within 30 days, and submit all required statements, reports and payments through the date of said termination. In the event that both LICENSEE and LMA OPERATOR fail to notify BMI of the termination of the LMA, then both LICENSEE and LMA OPERATOR shall remain obligated under this agreement for all statements, reports and payments.

Dated:
LICENSEE

By:

Title:

Dated:
LMA OPERATOR

By:

Title:

Broadcast Music, Inc. hereby consents and agrees to the amendment of the above License Agreement.

BROADCAST MUSIC, INC.

Dated: By:

Title: