

BMI-10
Account # _____
License Type _____

BMI®
2010 Radio Group Transmissions License Agreement

AGREEMENT made between Broadcast Music, Inc. (“**BMI**”), located at 7 World Trade Center,
250 Greenwich Street, New York, New York 10007 and

(Legal Name of LICENSEE)

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: _____

(“**LICENSEE**” or “**You**” or “**Your**”) currently receiving mail at:

(Street Address or P.O. Box)

(City) (State) (Zip Code)

Telephone Number: _____ Fax Number: _____

Email Address: _____

With the Web Site URL: http://_____

(herein the “**Agreement**” or “**Radio Group Transmissions License**”).

1. **Term.** The term of this Agreement commences as of January 1, 2010, and ends on December 31, 2016, unless earlier terminated as hereinafter provided.

2. **Definitions.** Unless otherwise noted, all terms and conditions, including of the 2010 BMI Radio Station Blanket/Per Program License Agreement (herein the “**BMI-10 License**”) (attached as Exhibit A hereto) are incorporated herein by reference. Further, unless otherwise noted, all capitalized terms in this Agreement are as defined in the BMI-10 License.
 - A. “**Gross Revenue from Radio Group Transmissions**” means all billings payable by or on behalf of advertisers, sponsors, donors, subscribers, or any other party, in connection with Radio Group Transmissions (as defined below). Such billings include all amounts payable to You, Your employees, representatives, agents or any other person acting on Your behalf. Such amounts shall not include billings payable to independent third parties, such as networks or program suppliers, or non-cash billings payable in goods or services commonly referred to as “trades” or “barter.” If, in the normal course of business, LICENSEE segregates revenue from Radio Group Transmissions by entity, then LICENSEE shall report Gross Revenue to BMI in a manner that conforms to that segregation.

 - B. “**Radio Group Transmissions**” means all New Media Transmissions made by the radio division of an entity that owns one or more terrestrial radio stations where such transmissions are not otherwise licensed by any Station licensed under the BMI-10 License, and provided to BMI on a report in the form of Exhibit B attached to this Agreement. LICENSEE may amend Exhibit B by written notice to BMI containing such amended Exhibit B; *provided, however*, that any change to Exhibit B shall be effective only as of the date of receipt by BMI of amended Exhibit B.

 - C. “**Revenue Subject to Fee from Radio Group Transmissions**” means Gross Revenue from Radio Group Transmissions less a 25% deduction, unless such deduction is modified pursuant to Paragraph 6 of the agreement between BMI and the Radio Music License Committee (“**RMLC**”), attached as Exhibit C to this Agreement (“**BMI/RMLC Agreement**”), the terms of which are incorporated herein by reference.

3. **BMI Grant of Rights and Limitations.**

- A. BMI grants LICENSEE a non-exclusive Through-to-the-Audience License to perform publicly in the U.S. Territory by Radio Group Transmissions non-dramatic performances of all musical works in the BMI Repertoire during the Term.
- B. The rights granted in this Agreement shall not include the right to perform or license the performance of more than one song or aria from a dramatic or dramatico-musical work that is an opera, operetta or musical show or more than five (5) minutes from a dramatic or dramatico-musical work that is a ballet, if such performance is accompanied by the dramatic action, costumes or scenery of that dramatic or dramatico-musical work.
- C. The performances licensed hereunder may originate at any place, whether or not such place is licensed to perform publicly the musical works licensed hereunder, and regardless of the manner, means or methods of such origination. Except as provided in Paragraph 3.A. above, nothing in this Agreement shall be deemed to authorize LICENSEE to grant to others any performance or other rights in any of the musical compositions licensed under this Agreement or to extend to the receiver of LICENSEE's Radio Group Transmissions or to any place at which the performances licensed by this Agreement originate if other than at the entity covered by this Agreement and for which a separate license for such performances is required.

4. License Fee; Minimum Fee; Taxes.

- A. The license fee for Radio Group Transmissions shall be 1.7% of the Revenue Subject to Fee from Radio Group Transmissions to the extent You elect to pay a license fee on a blanket basis.
- B. You may elect to pay a license fee on a program-period basis (as set forth in Paragraph 4.D of the BMI-10 License) but only for Radio Group Transmissions for which there is a reasonable basis for calculating Weighted Program Periods, such as simulcast streams, and only to the extent there is a reasonable basis for attributing some or all of the Revenue Subject to Fee from Radio Group Transmissions to such transmissions.
- C. **Annual Reports.** Paragraph 4.I of the BMI-10 License is hereby incorporated by reference.
- D. **Monthly Payments in 2012-2016.** For each month in calendar year 2012, LICENSEE will, on or before the first day of the following month, pay to BMI an

amount equal to one-twelfth (1/12) of the annual license fee that would have been owed for the preceding calendar year had this Agreement been in effect. LICENSEE will furnish BMI with a good-faith estimate of such license fees.

For each month in calendar years 2013 through 2016, LICENSEE shall, on or before the first day of the following month, pay to BMI a sum equal to one-twelfth (1/12) of the license fee for the preceding calendar year (annualized for any reported period less than a year), adjusted in accordance with the information provided in the Annual Report and any change in the Consumer Price Index (All Urban Consumers, all items) during the twelve (12) months ending in the preceding October; however, for purposes of calculating Monthly Payment in any given year this change shall not be less than zero. If BMI does not receive the report required by Paragraph 4.C above for any calendar year when due, the on-account monthly payments will be in the amount of the monthly payments due for the preceding year plus 24% and payments at that rate will continue until the required report is received. If all the licensed performances commenced after January 1, 2012, You will furnish BMI with a good-faith estimate of Your Revenue Subject to Fee from Radio Group Transmissions for the first year of operation, and the on-account monthly payments during the first calendar year of broadcasting will be one-twelfth (1/12) of the fee provided in Paragraphs 4.A through 4.B above for a license having such revenue. BMI will promptly confirm to LICENSEE receipt of the Monthly Payments required by this Paragraph. The reflection of a payment on the next invoice shall constitute sufficient confirmation for purposes of this section.

- E. **Billing or Accrual Basis.** License fee reports will be made on a billing or accrual basis, except that You may report on a cash basis if Your books relating to Radio Group Transmissions have been kept on a cash basis in which case LICENSEE shall be entitled to one-half (1/2) of the deduction allowed by this Agreement under the definition of Revenue Subject to Fee for Radio Group Transmissions.
 - F. **Annual Adjustments.** Paragraph 4.M of the BMI-10 License is hereby incorporated by reference.
 - G. **Late Payment.** Paragraph 4.O of the BMI-10 License is hereby incorporated by reference.
 - H. **Taxes.** Paragraph 4.N of the BMI-10 License is hereby incorporated reference.
5. **Audits.** Paragraph 5 of the BMI-10 License is hereby incorporated by reference.
6. **Blanket/Program-Period and Ownership Changes.**

- A. Paragraph 7 of the BMI-10 License is hereby incorporated by reference.
 - B. LICENSEE will notify BMI promptly in writing of any change in controlling ownership of LICENSEE.
7. **License Breach; Termination.** Paragraph 6 of the BMI-10 License is hereby incorporated by reference.
 8. **Indemnification.** Paragraph 8 of the BMI-10 License is hereby incorporated by reference.
 9. **Local Management Agreement.** Paragraph 9 of the BMI-10 License is hereby incorporated by reference.
 10. **Assignment.** Paragraph 10 of the BMI-10 License is hereby incorporated by reference.
 11. **Music Use Reports.** Paragraphs 12.A, 12.B and 12.C of the BMI-10 License are hereby incorporated by reference to the extent they are applicable to the Radio Group Transmissions licensed by this Agreement.
 12. **Confidentiality.** Paragraph 13 of the BMI-10 License is hereby incorporated by reference.
 13. **Right to Restrict.** Paragraph 14 of the BMI-10 License is hereby incorporated by reference.
 14. **Miscellaneous.** Paragraph 15 of the BMI-10 License is hereby incorporated by reference.

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

(Month) (Day) (Year)

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

BMI®
2010 Radio Group Transmissions License Agreement

Exhibit B – List of Entities Making Radio Group Transmissions

Name of Entity	URL	Effective Date of Change