SESAC Radio Broadcasting All-Talk Amendment for RMLC-Represented Stations

Reference is made to the SESAC Radio Broadcasting Performance License for Radio Station ______ [Call Letters] dated ________________ [Month Day, Year] between SESAC (“SESAC”) and ________________________ [Corporate Name] (“LICENSEE”).

1. LICENSEE hereby represents and warrants to SESAC that Radio Station ______ [Call Letters] is currently broadcasting programs consisting substantially only of news narration or dialogue, devoid of feature musical presentations, such musical elements as are broadcast being interwoven with commercial announcements, or as background music in live and/or recorded coverage of news events and the like and as such SESAC may rely on this representation and warranty to consider ______ [Call Letters] an “All-Talk” station.

2. On the basis of such status, effective ________________ [Month Day, Year], LICENSEE may pay SESAC a reduced “All-Talk License Fee” which shall be twenty-two and one-half percent (22.5%) of the otherwise applicable fee negotiated between SESAC and the Radio Music License Committee or determined through arbitration.

3. LICENSEE shall notify SESAC in writing within ten (10) days of any changes in format of ______ [Call Letters]. In the event that the format of ______ [Call Letters] changes, this Amendment shall no longer be in effect. SESAC shall have the right to independently verify that there has been a format change of ______ [Call Letters] and may terminate this Amendment by providing ten (10) days written notice to LICENSEE. In the event of such termination, LICENSEE’s fee will be adjusted to the applicable fee under the then current Fee Schedule effective the first day of the month in which the format of ______[Call Letters] changes.

4. Radio Station ______ [Call Letters] will be permitted to switch between blanket and All-Talk Amendment license forms at the beginning of any calendar quarter on 45 days’ advance written notice.

5. Notwithstanding anything to the contrary contained herein, either SESAC or LICENSEE may terminate this Amendment, by giving thirty (30) days advanced written notice to the other party.

Except as expressly amended herein, all other terms and conditions remain in full force and effect.

New York, New York

Date:

LICENSEE: ____________________________ SESAC LLC ____________________________

By: ________________________________ By: ________________________________

Title: ______________________________ Title: ______________________________

Type Name: __________________________