

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: _____

Type Name: _____

Title: _____

Title: _____