

Exhibit A



August 14, 2025

Mr. Edward Atsinger
Chairman
Radio Music License Committee

Re: *Radio Music License Committee, Inc. v. Broadcast Music, Inc.*, 1:22-cv-5023-JPC (S.D.N.Y.)

Dear Ed:

This letter agreement sets forth the agreement reached between Broadcast Music, Inc. on behalf of Broadcast Music, LLC (“BMI”) and the Radio Music License Committee (“RMLC”) pertaining to certain provisions of the BMI 2022-2029 Radio Station Blanket/Per Program License Agreement (the “BMI-22 Agreement”). This letter agreement is expressly incorporated in Paragraph 4 of the BMI-22 Agreement and is binding upon all commercial radio stations (collectively, the “Stations” or the “Licensees”) that: (i) are represented by the RMLC in the above-captioned action or (ii) have agreed to be bound by the outcome of the above-captioned action. Capitalized terms used but not defined herein shall have the definitions ascribed to them in the BMI-22 Agreement.

The parties agree as follows:

1. The term of the BMI-22 Agreement will be January 1, 2022 through December 31, 2029 (the “License Term”).
2. For the avoidance of doubt, for each year of the License Term, the parties agree as follows with respect to the revenue base:
 - a. The Parties clarify their intent that reportable advertising revenue includes amounts reflecting known or accrued buy-side commission amounts or discounts. In the event that revenue is generated by advertising placed by a third-party agency with no known or accrued commission or discount, the 12% deduction from Gross Revenues from Radio Broadcasting shall not be applied, provided that this is not intended to modify the *status quo* regarding revenues generated by in-house sales or other sales not involving a buy-side advertising agency.
 - b. Licensees will continue reporting affiliated network advertising revenues in the same manner that they have under the BMI 2017-2021 Radio Station Blanket/Per Program License Agreement (the “BMI-17 Agreement”). This provision is not an agreement by BMI that Licensees’ reporting of affiliated network advertising revenues is consistent with the applicable license terms; nor does this provision reflect an acknowledgement or agreement by

RMLC that any Licensees' reporting of affiliated network advertising revenues is not consistent with the applicable license terms. The RMLC acknowledges that BMI reserves the right to audit and dispute such reporting in accordance with the applicable license terms. The RMLC agrees that it will take no position in any such dispute.


3. The Parties acknowledge that any fee-base or payment disputes shall be resolved on a Licensee-by-Licensee basis, as needed, and RMLC will take no position in any such disputes or arbitration.
4. Nothing herein shall prevent BMI or the RMLC from arguing during negotiations applicable to future license terms for or against the inclusion of trade and barter in the revenue base and/or a change in the rate based on a change in the amount or treatment of trade-and-barter revenues since the negotiation of the BMI 2010-2016 Radio Station Blanket/Per Program License Agreement.
5. To the extent that any Station that is to be licensed under the BMI-22 Agreement was sold prior to June 16, 2025, the Parties agree that, for convenience, BMI shall bill the new owners for all amounts owing on account of the period January 1, 2022-December 31, 2024 unless otherwise required.
6. The parties agree that, following agreement on the terms of the BMI-22 Agreement, they will jointly seek a final order from the Rate Court that: (i) finds that the terms of the BMI-22 Agreement are reasonable and non-discriminatory for the License Term and comply with the terms of the Final Judgment entered on December 29, 1994 in *U.S. v. Broadcast Music, Inc.*, No. 64-civ-3787 (the "BMI Consent Decree"), and (ii) provides for the payment of administrative fees to the RMLC at rates to be determined by RMLC and set forth in the joint proposed order.
7. BMI and the RMLC agree that the Rate Court will retain continuing jurisdiction over the proceedings under docket no. 1:22-cv-5023-JPC (S.D.N.Y.) and will be requested to keep the docket open for the purpose of adjudicating disputes between BMI and the RMLC with respect to the consent judgment regarding the BMI-22 Agreement.

Very truly yours,



David Levin
Senior Vice President, Licensing
Broadcast Music, LLC

Agreed:



Edward Atsinger
Chairman, Radio Music License Committee