

AMERICAN SOCIETY OF COMPOSERS,
AUTHORS AND PUBLISHERS
One Lincoln Plaza
New York, N.Y. 10023

Gentlemen:

The radio license agreement in effect between us will expire December 31, 2009. We understand that you and the Radio Music License Committee ("the Committee") have commenced negotiations on license terms and conditions for the period commencing January 1, 2010.

Although we choose neither to be represented by the Committee nor to negotiate separately with you for this period, we wish to have the benefit of the new licenses on the same basis as stations represented by the Committee, and also to be licensed by you after December 31, 2009 if agreement on new terms has not been reached by that date. Accordingly, you and we hereby agree that:

1. You and we shall be bound for the next license term commencing January 1, 2010, by the license terms and conditions which you and the Committee agree on or which are determined by the Court for such term in any proceeding brought by, or under the auspices of, the Committee under the Amended Final Judgment in *United States v. ASCAP*. (i.e., a "rate proceeding" under the ASCAP Consent Decree).

2. (a) If you and the Committee have not agreed on new license terms and conditions by December 31, 2009, or if you and we have not entered into a new license agreement by that date, you and we further agree to extend the agreement between us which will expire December 31, 2009, and all of the terms, conditions and provisions thereof (except the provision that the term of the license shall end on December 31, 2009), for the interim license term commencing January 1, 2010.

(b) For the period after December 31, 2009, this license extension is subject to retroactive adjustment to January 1, 2010, on the basis of the terms and conditions arrived at for the term beginning January 1, 2010 (i) by negotiation between you and the Committee or (ii) by Court determination of reasonable fees in any proceeding brought by, or under the auspices of, the Committee under the ASCAP Consent Decree.

(c) This proposed extension is for the interim license term beginning January 1, 2010 and may only be terminated by substitution of agreements for the period commencing January 1, 2010, that are either negotiated by ASCAP and the Committee or that embody fees determined by the Court to be reasonable for similarly situated stations. In addition, you and we shall have the rights to terminate the license in the extended term in accordance with the provisions of the agreement between us which will expire December 31, 2009.

3. At the conclusion of the negotiations or Court proceedings described above, you will offer and we shall accept the same license agreements on the same terms and conditions as are made available to stations represented by the Committee.

4. We have voluntarily chosen not to be formally represented by the Committee in negotiations or in any proceeding the Committee may bring, or to make our own application under the ASCAP Consent Decree. We hereby waive our right to make an application to you or to the Court under the ASCAP Consent Decree for the license period commencing January 1, 2010 and ending as agreed upon by you and the Committee or determined by the Court, for terms and conditions other than those arrived at by your negotiations with the Committee or determined by the Court.

Your signature underneath the word "ACCEPTED", together with our signature below, will make this a valid, binding and enforceable extension agreement between us.

ACCEPTED:
AMERICAN SOCIETY OF COMPOSERS,
AUTHORS AND PUBLISHERS

By _____

Dated _____

(Full corporate or other name of station owner)
Date _____
By _____

(Fill in capacity in which signed)

- (a) If corporation, state corporate office held;
- (b) If partnership, write word "partner" under signature of signing partner
- (c) If Individual owner, write "individual owner" under signature