



A S C A P

2004 Radio Station License Agreement

AGREEMENT made between American Society of Composers, Authors and Publishers (“ASCAP”) and

_____ for Radio Station <i>(Legal Name of LICENSEE)</i>	
Call Letters and Band _____	Frequency _____
FCC Community of License _____	(city) _____ (state) _____

Please Check Appropriate Box and Complete

<input type="checkbox"/> A corporation organized under the laws of the State of _____
<input type="checkbox"/> A limited liability company organized under the laws of the State of _____
<input type="checkbox"/> A partnership consisting of _____
<input type="checkbox"/> An individual residing at _____ _____
<p>(“LICENSEE”) licensing the Radio Broadcasting station (“Station”) currently receiving mail at:</p> <p>_____</p> <p style="text-align: center;"><i>(Street Address or P.O. Box)</i></p> <p>_____</p> <p style="text-align: center;"><i>(City) (State) (Zip Code) (Telephone Number)</i></p> <p>Location of Station: <input type="checkbox"/> Check box if same as above.</p> <p>_____</p> <p style="text-align: center;"><i>(Street Address)</i></p> <p>_____</p> <p style="text-align: center;"><i>(City) (State) (Zip Code)</i></p> <p>Telephone number: _____ Fax number: _____</p> <p>E-mail address: _____</p> <p>with the Radio Station Web Site URL: http:// _____</p>

1. Term.

The term of this Agreement commences as of _____, 20____, and ends on December 31, 2009, unless earlier terminated as hereinafter provided.

2. Definitions.

A. “ASCAP Repertory” shall mean musical works for which ASCAP has the right to license for public performance now or hereafter during the term of this agreement. All compositions written and copyrighted by ASCAP members and in the repertory on the date this Agreement is executed are included for the full term of this Agreement. Compositions written or copyrighted by ASCAP members during the license term are included for the full balance of the term.

B. **“Background For An Announcement”** shall mean mood, atmosphere or thematic music performed as background to an otherwise non-musical commercial, public service or station promotional announcement not exceeding sixty (60) seconds in length.

C. **“Feature Performance”** shall mean any performance that is either a principal focus of audience attention, such as a song or other musical composition, whether performed “live” or by means of a recording; or other musical subject matter on a radio program that is not a performance as a theme or signature, bridge, cue or background music, Jingle, or in conjunction with an advertising, promotional or public service announcement or logo.

D. **“Incidental Use”** shall mean any use of music other than a feature performance, including: music used as a theme or signature; bridge, cue or background music; Background Music For An Announcement; a Jingle; public domain music in arrangements controlled by ASCAP on which ASCAP pays no royalties; and music which is used only incidentally to the broadcast of a news event or sports event.

E. **“Interim Radio Station Licenses”** shall mean the 1996 ASCAP Local Station Blanket Radio License and the 1996 ASCAP Local Station Per Program Radio License.

F. **“Jingle”** shall mean a commercial, promotional or public service announcement containing musical material (with or without lyrics) originally written for commercial, promotional or public service announcements, or a musical work originally written for other purposes with the lyrics changed for commercial, promotional or public service announcement purposes, not exceeding sixty (60) seconds in length and used with the permission of the ASCAP writer or publisher member in interest.

G. **“Local Management Agreement”** shall mean any agreement under which any other entity becomes a Local Manager in regard to Station.

H. **“Local Manager”** shall mean any entity not under common ownership or control of LICENSEE which is authorized to resell 10% or more of Station’s air time and (1) simulcasts or sells announcements on Station in combination with a radio station owned or operated by the entity, which station has entered into an ASCAP Radio Station License Agreement; or (2) has assumed, contractually or otherwise, responsibility for the management of Station.

I. **“Music Format Station”** is any station that makes some feature use of ASCAP music in more than 90 of its fifteen-minute weighted program periods in any given week.

J. **“Non-Music Format Station”** is any station that makes some feature use of ASCAP music in 90 or fewer of its fifteen-minute weighted program periods in any given week.

K. **“Program Period”** shall mean a one hour period of broadcasting for calendar year 2004 and a fifteen (15) minute period of broadcasting commencing on the hour and at fifteen (15), thirty (30), and forty-five (45) minutes past the hour without regard to whether such period contains one or more programs or announcements for calendar years 2005 through 2009.

L. **“Radio Broadcasting”** shall mean audio “over-the-air” in all of its forms, excluding: (1) transmission or retransmission of an over-the-air broadcast signal on the Internet and (2) FCC-licensed commercial low power audio broadcasting, with similar technical characteristics and requirements as currently defined in 47 C.F.R. Section 73.801, et seq. Radio Broadcasting shall include simultaneous transmission of an FCC-licensed digital broadcast signal identical in content to the Radio Station Signal licensed hereunder.

M. **“Radio Station Signal”** shall mean Station’s FCC-licensed over-the-air radio broadcast transmission.

N. **“Radio Station Web Site”** shall mean LICENSEE’s Internet computer service comprising a series of interrelated web pages which is registered with a domain name registration service and which LICENSEE makes available over the Internet.

O. **“U.S. Territory”** shall mean the United States, its Commonwealth, territories and possessions.

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

A. ASCAP grants LICENSEE a non-exclusive license to perform publicly in the U.S. Territory, by Radio Broadcasting on Station, non-dramatic performances of all musical works in the ASCAP Repertory during the Term.

B. ASCAP grants to LICENSEE for the term a non-exclusive license to publicly perform all musical works in the ASCAP Repertory during the Term by simultaneously streaming the Radio Station Signal over the Internet in the U.S. Territory from the Radio Station Web Site without alteration (except for advertising). LICENSEE shall promptly notify ASCAP in writing upon making its Radio Signal available on its Radio Station Web Site, and upon discontinuing such service.

C. This Agreement does not: license the performance of any dramatico-musical works, such as operas, operettas, musical comedies or plays, in whole or in part; or grant LICENSEE any other rights in the musical compositions licensed under this Agreement.

D. 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. 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 Station Signal, or to any place at which the performances licensed by this Agreement originate if other than at Station.

E. Nothing herein shall be construed as authorizing LICENSEE to grant to others, including but not limited to any cable system, satellite carrier (including MMDS or similar wireless services), online services or ISP the right to retransmit to the public or perform publicly by any means, method or process whatsoever, any of the musical compositions licensed hereunder, or as authorizing any receiver of any radio broadcast to perform publicly or reproduce the same by any means, method or process whatsoever.

F. This Agreement licenses the transmission of the Radio Station Signal by streaming over the Internet *only* where such transmission is accessed from a page on the Radio Station Web Site and received by means of a personal computer or other device capable of receiving such transmissions. This Agreement does not cover the transmission of the Radio Station Signal by streaming over the Internet where such transmission is accessed directly (as opposed to through a hyperlink to the Station's Web Site) from a page on a third party web site, or any uses of music on the Radio Station Web Site other than as part of the Radio Station Signal. Such other uses shall be subject to appropriate separate licensing.

G. This Agreement does not cover Internet transmissions of the Radio Station Signal where a fee is charged for the right to access such transmissions, or extend to Internet uses of the Radio Station Signal where the Radio Station Web Site is packaged or included on a tier of services for additional consideration, or where Radio Station Signal is offered for resale as a pay or premium audio service either independently or with other web sites or otherwise used by any third party as background audio. Such uses shall be subject to appropriate separate licensing.

4. License Fee; Minimum Fee; Taxes.

A. LICENSEE agrees to pay fees annually to ASCAP hereunder in accordance with the agreement between ASCAP and the Radio Music License Committee ("RMLC") that is attached as Exhibit A to this Agreement, the terms of which are incorporated herein by reference (the "ASCAP/RMLC Agreement"). LICENSEE specifically agrees that LICENSEE will pay its share of the industry-wide fees for each year from 2004 through 2009 allocated to Station by the RMLC under that agreement and in accordance with Exhibit B attached hereto.

B. For each month during the Term hereof commencing January 1, 2004, LICENSEE shall, on or before the first day of the following month, pay to ASCAP a sum equal to one twelfth of the annual fee payable by LICENSEE to ASCAP hereunder for that year as determined by the RMLC pursuant to the allocation formula in the ASCAP/RMLC Agreement.

C. For all periods through December 31, 2003, if Station was licensed under an Interim ASCAP Radio Station License, the license fees due and payable, and all the additional terms and conditions that shall be applicable hereunder for such periods, shall be as provided in the ASCAP/RMLC Agreement and LICENSEE shall submit its Annual Statement (or Annual Financial Report) for Station for 2003. The Interim Radio Station Licenses are incorporated by reference for all licensees whose licenses commenced prior to the date of execution of this Agreement. The terms and conditions of the Interim Radio Station Licenses will be available at www.ASCAP.com/licensing/radio or www.radiomlc.com.

D. For the period commencing January 1, 2005, if LICENSEE elects a program period license, then LICENSEE must provide the music use reports required by paragraph 10 below.

E. In the event that the payment of any license fee to ASCAP by LICENSEE pursuant to this Agreement causes ASCAP to become liable to pay any state or local tax which is based upon the license fees received by ASCAP from licensees, the LICENSEE agrees to pay ASCAP the full amount of such tax together with LICENSEE's fee payment(s) as invoiced by ASCAP, within normal payment terms; provided, however, that ASCAP is permitted by law to pass through such tax to LICENSEE; and provided further that LICENSEE and ASCAP will cooperate in making reasonable efforts to be exempt or excused from the tax.

F. ASCAP may impose a late payment charge of 1% per month from the date the payment was due on any monthly payment that is received by ASCAP after the date payment was due and ASCAP may further assess LICENSEE for the full amount of out-of-pocket costs (exclusive of attorneys' fees) incurred by ASCAP in connection with collecting such amounts.

5. License Breach.

In the event that LICENSEE shall fail to make payment or submit any report under this Agreement, when and as due, ASCAP may give LICENSEE thirty (30) days notice in writing to cure such breach or default. In the event that such breach or default has not been cured within thirty (30) days of said notice, ASCAP may promptly terminate this License. The right to terminate shall be in addition to any and all other remedies which ASCAP may have in law or equity.

6. Blanket/Program Period Changes.

A. If LICENSEE is operating on a blanket basis as set forth in this Agreement, LICENSEE may, as of the first day of January or July during any calendar year commencing January 1, 2005, upon not less than sixty (60) days' prior written notice to ASCAP using the form attached as Exhibit C, a copy of which is to be provided to RMLC by LICENSEE, elect to be licensed on a program period basis as set forth in this Agreement, provided that Station has changed from a Music Format Station to a Non-Music Format Station and LICENSEE is current in all blanket fees and reports required hereunder as of the effective date of LICENSEE's election.

B. If LICENSEE is operating on a program period basis as set forth in this Agreement, LICENSEE must provide ASCAP with not less than sixty (60) days' prior written notice to ASCAP, a copy of which is to be provided to RMLC by LICENSEE, of Station's change from a Non-Music Format Station to a Music Format Station and LICENSEE shall be deemed to have elected to be licensed hereunder on a blanket basis as of the next ensuing January 1 or July 1 following the date of such notice.

C. If LICENSEE is operating on a program period basis as set forth in this Agreement, LICENSEE may, as of the first day of January or July, during any calendar year commencing January 1, 2005, upon not less than sixty (60) days' prior written notice to ASCAP, using the form attached as Exhibit C, a copy of which is to be provided to RMLC by LICENSEE, elect to be licensed on a blanket basis as set forth in this Agreement, provided that LICENSEE is current in all program period fees and reports due hereunder.

7. Indemnification.

ASCAP will indemnify, save and hold harmless and defend LICENSEE, its advertisers, and their advertising agencies, and LICENSEE's and their officers, employees and artists, from and against all claims, demands and suits that may be made or brought

against LICENSEE or them with respect to the performance under this Agreement of any compositions in the ASCAP Repertory that are written or copyrighted by ASCAP members. LICENSEE must give ASCAP immediate notice of any such claim, demand or suit and immediately deliver to ASCAP all papers pertaining thereto. ASCAP will have full charge of the defense of any such claim, demand or suit and LICENSEE agrees to cooperate fully with ASCAP in such defense. LICENSEE may, however, engage its own counsel at its own expense who may participate in the defense of any such action. At LICENSEE's request, ASCAP will cooperate with and assist LICENSEE, its advertisers and their advertising agencies and LICENSEE's and their officers, employees and artists in the defense of any action or proceeding brought against them or any of them with respect to the performance of any musical compositions contained in the ASCAP Repertory, but not copyrighted or written by members of ASCAP. This Paragraph 7 does not apply to performances of any works that may be restricted under Paragraph 12 of this Agreement.

8. Local Management Agreement.

A. In the event LICENSEE enters into a Local Management Agreement as defined in Paragraph 2.G. hereof, within thirty (30) days of such agreement (1) LICENSEE shall provide ASCAP with a copy of such agreement and (2) Local Manager shall execute this Agreement in the signature space provided below. By signing this Agreement Local Manager becomes a party to this License Agreement and shall assume, with LICENSEE, all of the rights and obligations set forth in this Agreement for the full period the Local Management Agreement is in effect.

B. In the event LICENSEE becomes a Local Manager by entering into a Local Management Agreement with another station, LICENSEE shall notify ASCAP within thirty (30) days of entering into the agreement.

C. In the event that LICENSEE and/or Local Manager do not provide to ASCAP, on a timely basis, the documentation required by Paragraph 8.A., this License Agreement may be terminated by ASCAP on ten (10) days written notice.

D. In the event that the Local Management Agreement provided to ASCAP terminates prior to its stated termination date, LICENSEE and Local Manager shall immediately notify ASCAP of such termination.

9. Assignment.

This Agreement shall enure to the benefit of and shall be binding upon the parties and their respective successors and assigns, but no assignment shall relieve the parties of their respective obligations under this Agreement.

10. Music Use Reports.

A. **All Stations.** LICENSEE, upon written request from ASCAP made on not less than one (1) week's notice specifying the period to be covered, agrees to furnish to ASCAP (at ASCAP's request electronically via a secure web site) a report of LICENSEE's performances by Station of all musical works, indicating the compositions performed by title, writer/composer and artist, or by such other convenient method as may be designated by ASCAP but such report need not be furnished for more than one (1) week of each year of the Term.

B. Program Period Stations.

(1) For the calendar years 2005 through 2009, LICENSEE agrees to furnish to ASCAP and the RMLC on thirty (30) days' written notice a full, true, complete and accurate report, on forms furnished by ASCAP (at ASCAP's request electronically), for one week per calendar quarter (Quarterly Music Reports), that shall indicate, with respect to all programming during the week, regardless of origin, that have any Feature Performance, the following: (a) the full title of each feature Performance; (b) the date and time of performance; and (c) the name(s) of the writer(s)/composer(s) and/or recording artist(s). ASCAP, or a representative of ASCAP, shall advise LICENSEE which week per quarter this will be done. The Quarterly Music Report shall be submitted with respect to all Program Periods, even if there was no Feature Performance (in which case only the requested identifying information need be completed along with the statement "No Music Used"), but shall not be required to include the information set forth in this subparagraph for music in programming from a radio network licensed as a network by ASCAP, music in political programming and music in Program Periods which LICENSEE concedes contain ASCAP music. Every Program Period which contains a Feature Performance shall be listed on the report, even if the music falls into one of the exempt categories enumerated herein. In those cases, however, the category of exemption shall be indicated on the report form, listing the name of the network in the case of a network program.

(2) Said report shall be due to ASCAP and the RMLC on or before 30 days after the week to which the report pertains. For the calendar years 2005 through 2009, in the event that LICENSEE shall fail to submit any Quarterly Music Report or fail to report performances of musical compositions as required by Paragraph 10.B(1), the following shall apply:

(a) *First Instance:* ASCAP shall advise LICENSEE in writing of same and will issue LICENSEE a warning.

(b) *Second and all Subsequent Instances:* ASCAP shall advise LICENSEE in writing of same and LICENSEE shall pay ASCAP \$500 + 5.75 times the Program Period fee for each of the three months following the month in which the report was due.

(c) LICENSEE's failure to report timely or correctly may not be cured by LICENSEE's submission of a late report for said period.

(3) For any quarter in which LICENSEE furnishes to ASCAP a complete electronic report of its feature Performance of musical works for 24 hours a day, for each day, pursuant to paragraph 10.A., LICENSEE will not be required to submit Quarterly Music Reports.

11. CONFIDENTIALITY

(a) ASCAP shall treat as confidential, and shall not disclose to any third party (other than its employees, directors and officers and agents, in their capacity as such, on a need-to-know basis, and other than that as set forth in subparagraph (b) below), any financial or other proprietary documents or information provided to ASCAP by LICENSEE in connection with this Agreement; provided, however, that if ASCAP is served with a subpoena or other legal notice compelling the production of any such proprietary documents or information, ASCAP shall be obligated to give prompt written notice to LICENSEE of such subpoena or other notice. LICENSEE shall inform ASCAP in writing within seven (7) days of receiving written notification of a subpoena or other legal notice of its intention to object to such production, in which event LICENSEE shall bear the burden of opposing such production. If the subpoena requires a response or compliance in fewer than fourteen (14) days, ASCAP will inform LICENSEE in writing within three (3) days of receiving the subpoena and LICENSEE must inform ASCAP of its intention to oppose the production no later than five (5) days before compliance is called for.

(b) ASCAP is hereby authorized to provide to RMLC such of LICENSEE’s financial information, provided to ASCAP pursuant to this Agreement, as RMLC may request in connection with its representation of the local radio industry, unless LICENSEE notifies ASCAP in writing to the contrary. RMLC has agreed to treat as confidential any financial information provided to it by ASCAP pursuant to this Paragraph.

12. RIGHT TO RESTRICT

A. ASCAP’s members may restrict the Radio Broadcasting of their compositions up to a maximum of 500 at any given time, only for the purpose of preventing harmful effect upon other interest under the copyrights of such works; provided, however, that (1) limited licenses will be granted upon application to ASCAP entirely free of additional charge if the copyright owners are unable to show reasonable hazards to their major interests likely to result from such Radio Broadcasting; (2) the right to restrict any composition will not be exercised for the purpose of permitting the fixing or regulating of fees for the recording or transcribing of the composition; (3) in no case will any charges, “free plugs,” or other consideration be required for permission to perform a restricted composition; and (4) in no event will any composition be restricted after its initial radio broadcast for the purpose of confining further radio broadcasts to a particular artist, station, network or program.

B. ASCAP may also in good faith restrict the Radio Broadcasting of any composition, over and above the number specified in the preceding subparagraph, only as to which any suit has been brought or threatened on a claim that the composition infringes a composition not contained in the ASCAP Repertory or on a claim that ASCAP does not have the right to license the public performance of the composition by Radio Broadcasting.

13. MISCELLANEOUS

A. LICENSEE shall have the right to terminate this license on ten (10) days’ written notice in the event of termination, suspension or any substantial alteration or variation of the terms and conditions of the governmental licenses covering the Station, or any major interference with the operations of the Station due to governmental measures or restrictions.

B. ASCAP shall have the right to terminate this license on sixty (60) days’ notice if there is any major interference with, or substantial increase in the cost of, our operation as a result of any law of the state, territory, dependency, possession or political subdivision in which the Station is located which is applicable to the licensing of performing rights.

C. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed duly given when sent by ordinary first-class U.S. mail, recognized overnight delivery service or fax (with a copy by first class U.S. mail or recognized overnight delivery service) to the party for whom it is intended, at its mailing address hereinabove stated, or any other address which either party hereto may from time to time designate for such purpose, and when such notice is so mailed, it shall be deemed given up on the mailing thereof. Any such notice sent to ASCAP shall be to the attention of the Broadcast Licensing Department – Radio Licensing. Any such notice sent to LICENSEE shall be to the attention of the person signing this Agreement on behalf of LICENSEE or to the General Manager or Business Manager of Station.

D. This Agreement (including documents incorporated by reference) constitutes the entire understanding between the parties, cannot be waived or added to or modified orally, and no waiver, addition or modification shall be valid unless in writing and signed by the parties. This Agreement, its validity, construction and effect shall be governed by the laws of the State of New York without giving effect to its law of conflict of laws. The fact that any provisions herein are found to be void or unenforceable by a court of competent jurisdiction shall in no way affect the validity or enforceability of any other provisions. No waiver by ASCAP of full performance of this Agreement by LICENSEE in any one or more instances shall be deemed a waiver of the right to require full and complete performance of this Agreement thereafter or of the right to cancel this Agreement in accordance with the terms of this Agreement.

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

on _____
(Month) (Day) (Year)

AMERICAN SOCIETY OF COMPOSERS,
AUTHORS AND PUBLISHERS

LICENSEE

(Full corporate or other name of station owner)

By _____

(Name and Title)

(Name and Title)

EXHIBIT A



KEITH F. MEEHAN
executive director

September 15, 2004

Mr. John LoFrumento
Chief Executive Officer
ASCAP
One Lincoln Plaza
New York, NY 10023

Re: ASCAP 2004 Radio Station License Agreement

Dear Mr. LoFrumento:

This letter sets forth the Agreement (“Agreement”) reached between the American Society of Composers, Authors and Publishers (“ASCAP”) and the Radio Music License Committee (the “RMLC”) setting forth the license fees and certain additional terms of the ASCAP 2004 Radio Station License (“2004 License”) covering the period January 1, 2001, through December 31, 2009. This Agreement is expressly incorporated in paragraph 4 of the 2004 License and is binding upon all local radio stations that: (i) were parties to the rate court proceeding entitled U.S. v. ASCAP: In the Matter of the Application of Hicks Broadcasting of Indiana, et al., (S.D.N.Y. Civ. No. 41-1395) (the “Hicks Proceeding”); (ii) were signatories to letter agreements or license extension agreements extending the 1996 ASCAP Local Station Blanket Radio License (“Interim Blanket License”) and the 1996 ASCAP Local Station Per Program Radio License (“Interim Per Program License”) for the interim license term beginning January 1, 2001 (collectively, the “Interim Radio Station Licenses”); and/or (iii) are signatories to the 2004 License (collectively, “Licensees”).

The parties agree as follows:

1. Except as otherwise provided herein, for the period January 1, 2001 through December 31, 2003, the interim license terms and interim license fees billed to and payable by individual local radio stations pursuant to the Interim Radio Station Licenses shall be considered final terms and license fees. ASCAP’s right to collect unpaid license fees shall in no way be prejudiced by this paragraph. The Interim Radio Station Licenses are incorporated herein by reference for all Licensees whose licenses commenced prior to their execution of the 2004 License. The Interim Radio Station Licenses are available at www.ASCAP.com/licensing/radio and at www.radiomlc.com.



KEITH F. MEEHAN
executive director

2. For the period January 1, 2001 through December 31, 2004, license fees payable and license terms for individual local radio stations pursuant to ASCAP Internet licenses shall be considered final license fees and terms.

3. Industry-wide ASCAP broadcast license fees for all Licensees for the period January 1, 2001 through December 31, 2009 shall equal One Billion, Seven Hundred Twenty Four Million, Nine Hundred Sixty-Eight Thousand Dollars (\$1,724,968,000).

4. The Industry-wide Fees collected by ASCAP through the date of this agreement attributable to the years 2001 – 2003 are as follows:

2001	-	\$152.000 million
2002	-	\$161.000 million
2003	-	\$166.218 million

The Industry-wide Fees for the period 2004 – 2009 shall be payable to ASCAP annually pursuant to the following schedule (the “Annual License Payments”):

2004	-	\$176.450 million
2005	-	\$192.550 million
2006	-	\$208.650 million
2007	-	\$213.975 million
2008	-	\$222.700 million
2009	-	\$231.425 million

5. Each local radio station’s share of the Annual License Payment shall be determined in accordance with the provisions of the license fee allocation formula developed by the RMLC attached as Exhibit B to the License. By August 1 of each year starting 2004, ASCAP will provide the RMLC with the data reasonably needed to make the allocation for the following year. By no later than October 1 of each year starting 2004, the RMLC shall notify ASCAP of the allocation of license fees to each station for the following calendar year.



KEITH F. MEEHAN
executive director

6. (a) ASCAP and the RMLC anticipate that actual annual fees payable by Licensees may be higher (or lower) than the Annual License Payment for a given year as a result of changes in the number of individual local radio stations licensed pursuant to the 2004 License or changes in the license status (e.g., from the Blanket to the Program Period basis, or vice versa) of previously licensed stations. In the event that the fees payable by Licensees for any calendar year are greater (or less) than the Annual License Payment for that calendar year (exclusive of penalties payable by program period stations and finance charges pursuant to paragraphs 4.F. and 10.B.(2) of the License) such overpayment (or underpayment) will be deducted from (or added to) the Annual License Payment in the following calendar year. If there is an overpayment or underpayment for 2009, the parties agree that a billing or credit will be issued to stations by ASCAP within the first quarter of 2010.

(b) Each station that becomes licensed in any year from 2004 through 2009 that did not have an ASCAP Interim Radio Station License for any period from 2001 through 2003 on the date this Agreement is executed, will pay the minimum fee for the first year it is licensed under the 2004 License. Minimum fees paid by new stations shall be in addition to the Annual License Payments set forth in paragraph 4 above for each year, subject to being offset by portions of fees allocated to stations that go off the air during that year. For the second and subsequent years a station is licensed under the 2004 License, each new station shall pay its allocated share of the Annual License Payment for that year.

(c) To the extent that ASCAP collects any incremental increased fees resulting from an involuntary license change, as described in paragraph III.D of the Radio Music License Committee Methodology For Industry-Wide License Fee Allocation For The Period January 1, 2001 through December 31, 2009, such incremental increased fees (exclusive of late payment charges) collected by ASCAP shall be deducted from the Annual License Payment owing to ASCAP in the following calendar year.

7. The above schedule of Annual License Payments is for allocation of annual payment purposes only. The parties have not reached agreement on what portions of the industry-wide fees are attributable to individual years during the Current License Period. By agreeing to an Industry-wide Fee for the period 2001-2009, the parties have expressly not agreed that the Annual License Payment set forth herein comprises reasonable license fees for a particular year but instead reflect arbitrary yearly allocations for the convenience of both the Licensees and ASCAP. Each party hereto is free to make whatever internal allocations it deems reasonable and appropriate for its own internal business purposes. The allocation of fees to any particular calendar year shall not be considered in connection with the determination of final fees for any subsequent period for local commercial radio stations, or any other user of ASCAP music, and



KEITH F. MEEHAN
executive director

shall not be offered as evidence by any party for any purpose in any proceeding concerning the determination of reasonable ASCAP final license fees.

8. In the event that ASCAP shall obtain the right to license performances of works in the ASCAP Repertory by means of Internet Streaming (as that term is used in the 2004 License) beyond the U.S. Territory during the term of the 2004 License, Paragraph 3.B. of the 2004 License shall be deemed amended so as to include such performances within the scope of rights granted by the License for the duration of the term of the License.

9. ASCAP and the RMLC are entering into this Agreement without prejudice to any arguments or positions they may assert in any future rate proceeding concerning what constitutes reasonable blanket license, per program license or streaming license fees and terms for local commercial radio stations. Without limiting the foregoing, ASCAP and the RMLC agree that the definitions of "Incidental Use" in Paragraph 2.D. and "Program Period" in Paragraph 2.I. of the 2004 License shall not be considered in connection with the determination of what constitutes an "incidental use" or a "program period" for any subsequent period for local commercial radio stations, or any other user of ASCAP music, and shall not be offered as evidence by any party for any purpose in any proceeding concerning the determination of reasonable ASCAP final license fees.

10. ASCAP and the RMLC agree to confer no later than February 1, 2009 to seek to agree upon final (and, if necessary, interim) license fees for periods subsequent to December 31, 2009. In the event that ASCAP and the RMLC are unable to agree on such fees prior to September 1, 2009, the parties shall engage in non-binding mediation for a period of 60 days or such longer time as ASCAP and the RMLC may jointly agree (the "Mediation Period"). Nothing herein shall affect the rights of ASCAP, the RMLC or any Licensees, subsequent to the expiration of the Mediation Period, to seek a determination of reasonable fees or the fixing of interim fees for the period commencing January 1, 2010, pursuant to Section IX of the ASCAP Consent Decree.

11. No party shall be prejudiced by entering into this Agreement with respect to any argument it may raise in regard to licenses for any period subsequent to that covered by this Agreement, including but not limited to the level of license fees that are reasonable for radio station performance licenses, the methodology for calculating license fees or the structure of such license fees that are reasonable for commercial radio stations.



KEITH F. MEEHAN
executive director

Please indicate your agreement to the above by signing and dating on the lines provided below.

Very truly yours,

s/Randall Mays
s/Jacques Tortoroli
Co-Chairmen
Radio Music License Committee

AGREED TO:

AMERICAN SOCIETY OF COMPOSERS,
AUTHORS AND PUBLISHERS

s/John LoFrumento, Chief Executive Officer

Dated: September 23, 2004

Radio Music License Committee
Methodology For ASCAP Industry-Wide License Fee Allocation for the Period
January 1, 2004 through December 31, 2009

I. Allocation of Industry-Wide Fees for Calendar Year 2004

A. For calendar year 2004, each station shall pay final license fees equal to its “2003 Benchmark Fee,” plus an incremental amount equal to the percentage difference between the final industry-wide fees payable to ASCAP for calendar year 2003, \$166,218,000, and the industry-wide fees payable in 2004, \$176,450,000 (6.2%), less amounts already paid for 2004.¹

B. Each station’s “2003 Benchmark Fee” shall equal the final amount payable by the station to ASCAP for calendar year 2003, subject to the following exceptions:

(i) In the event a station switched from an ASCAP Interim Blanket License [capitalized terms that are not defined herein shall have the same meaning as in either the ASCAP 2004 Radio Station License Agreement or the ASCAP/RMLC Letter Agreement dated September 15, 2004] to an ASCAP Interim Per Program License, or vice versa, during calendar year 2003, the station’s 2003 Benchmark Fee shall equal the annualized amount that the station would have paid to ASCAP had the station been operating for the entire calendar year 2003 pursuant to the form of license under which it was operating as of December 31, 2003. (For example, if a station switched from an ASCAP Interim Blanket License to an ASCAP Interim Per Program License effective July 1, 2003, the station’s 2003 Benchmark Fee would be equal to two times its per program license fees for the months of July through December, 2003.)

(ii) The 2003 Benchmark Fee of a station that was newly licensed by ASCAP during calendar year 2003 shall equal the annualized amount of the fees that the station would have paid to ASCAP if it had operated under an ASCAP license for the entire year. (For example, the 2003 Benchmark Fee of a station that was first licensed by ASCAP as of July 1, 2003 shall equal two times the amounts the station owed to ASCAP for calendar year 2003.)

(iii) In the event a station has not submitted to ASCAP by December 31, 2004 an Annual Report for calendar year 2003, as required by paragraph 9 A. of the 1996 ASCAP Local Station Blanket or Per Program Radio Licenses, the station’s 2003 Benchmark Fee shall equal the final fees payable by the station to ASCAP in calendar year 2002, plus 24%.

II. Allocation of Industry-Wide Fees for Calendar Years 2005 through 2009

For calendar years 2005 through 2009,² each station’s license fees shall equal its “2004 Benchmark Fee,” plus an allocated portion of the difference between the aggregate industry-wide 2004 Benchmark Fees for all stations and the Annual License Payments owing by the industry to ASCAP (the “Incremental Industry-Wide Amount”), as such amounts are described in paragraph 4 of the ASCAP/RMLC Letter Agreement dated September 15, 2004 (hereinafter the “ASCAP/RMLC Letter Agreement”).

A. Step One: Calculation of 2004 Benchmark Fee

(i) The “2004 Benchmark Fee” for a station operating on a blanket basis shall equal the annual license fees payable by a station to ASCAP in calendar year 2004 if it operated throughout 2004 on the same basis as in the allocation year.

(ii) The “2004 Benchmark Fee” for stations operating on a program period basis shall consist of two elements:

(a) a base fee equal to the station’s “base fee” for calendar year 2004, as that term is defined in the ASCAP Interim Per Program License; and

¹ For stations that change between blanket and program period status, and new stations in 2004, see sections III and IV below.

² For stations that change between blanket and program period status, and new stations in 2005 through 2009, see sections III and IV below.

(b) a supplemental fee, calculated based upon the number of weighted program periods per week containing at least one Feature Performance of ASCAP music that the station broadcasts, as follows:

Weighted Quarter Hour Program Periods³ Per Week With ASCAP Feature Music	Supplemental Fee
0	None (“Base Fee Only”)
1 – 4	9% of base fee (“Minimum Supplemental Fee”)
5 – 20	45% of base fee (“Median Supplemental Fee”)
21 – 90	200% of base fee (“Maximum Supplemental Fee”)
91 or more	blanket basis only

B. Step Two: Allocation of Incremental Industry-Wide Amount

The Incremental Industry-Wide Amount shall be divided among: (a) stations that are licensed as of July 1 of the preceding calendar year (e.g., July 1, 2004 for allocation of fees in calendar year 2005) and are operating on a program period basis (the “Program Period Group”); (b) stations that are licensed as of July 1 of the preceding calendar year and are operating on a blanket basis (the “Blanket Group”); and (c) stations that are licensed by the FCC on or after January 1, 2004, or not licensed by ASCAP prior to January 1, 2004 (the “New Station Group”).

(i) *Program Period Group Allocation of Incremental Industry-Wide Amount*

For each of the years 2005 through 2009, each station in the Program Period Group shall be assigned an allocated portion of the Incremental Industry-Wide Amount equal to the base fee portion of its 2004 Benchmark Fee times a factor equal to the percentage difference between the Annual License Payments owing by the industry to ASCAP in calendar year 2004 and the Annual License Payments owing by the industry to ASCAP in the relevant calendar year (the “Incremental Base Fee Amount”). (The precise factor to be applied shall be determined based upon the actual Annual License Payments owing in a particular year, pursuant to paragraph 4 of the ASCAP/RMLC Letter Agreement.)

(a) For the six-month period commencing January 1, 2005, the determination of whether a station is a Base Fee Only, Minimum Supplemental Fee, Median Supplemental Fee or Maximum Supplemental Fee Station (as set forth in Section II.A.(ii) above) shall be based upon the average number of weighted one hour program periods subject to fee reported by the station to ASCAP during the period January through April 2004 times four, unless the station notifies ASCAP and the RMLC in writing of an expected change in its music usage by no later than December 1, 2004. For each subsequent six-month period, it shall be presumed that the station will continue to operate on the same program period basis unless the station provides notice to ASCAP and the RMLC of a change in its program period basis pursuant to Section III below.

(ii) *Blanket Group Allocation of Incremental Industry-Wide Amount*

The aggregate portion of the Incremental Industry-Wide Amount payable by the Blanket Group shall equal the difference between the total Incremental Industry-Wide Amount and the portion of the Incremental Industry-Wide Amount Payable by the Program Period Group and the New Station Group. The Blanket Group’s portion of the Incremental Industry-Wide Amount shall be divided into the following three categories:

a) 65.7% of the Blanket Group’s portion of the Incremental Industry-Wide Amount shall be payable by stations in the top 100 Metro Service Areas (“MSA’s”) with MSA average quarter hour (AQH) audience based upon total week audience by persons 12+ (“AQH Audience”) as measured by Arbitron, Inc. during the Spring and Fall ratings periods of the second preceding year (the “Arbitron Base Ratings Period”)⁴ of 5,000 or more (Group A) (e.g., a station in the 25th MSA with an AQH Audience of 10,000 during the Spring and Fall 2003 ratings period will be a Group A station in 2005);

³ The following weights shall be used for purposes of calculating a station’s weighted quarter hour program periods:

	Time Period	Applicable Weight
Weekdays:	Midnight to 6:00 a.m.	.25
	6:00 a.m. – 10:00 a.m.	1.00
	10:00 a.m. – 3:00 p.m.	.50
	3:00 p.m. – 7:00 p.m.	.75
	7:00 p.m. – Midnight	.50
Weekends:	Saturdays and Sundays	.25

⁴ AQH Audience for stations located in more than one MSA in the top 100 (e.g., Nassau-Suffolk (Long Island), NY and New York, NY) is measured in the larger MSA.

b) 5.6% of the Blanket Group's portion of the Incremental Industry-Wide Amount shall be payable by stations in the top 100 MSA's with MSA AQH Audience in the Arbitron Base Ratings Period of less than 5,000 (Group B); and

c) 28.7% of the Blanket Group's portion of the Incremental Industry-Wide Amount shall be payable by stations located outside of the top 100 MSA's in the Arbitron Base Ratings Period (Group C).

(iii) *Allocation Of Incremental Industry-Wide Amount Among Group A Stations*

For each of the years 2005 through 2009, the Group A Incremental Industry-Wide Amount shall be allocated to each Group A station in proportion to its share of the total Group A AQH Audience, based upon an average of the AQH Audience in the Arbitron Base Ratings Period. (For example, allocation of the Group A Incremental Industry-Wide Amount for calendar year 2005 shall be based upon each Group A station's share of the total Group A AQH Audience as measured by Arbitron in its Spring 2003 and Fall 2003 ratings periods. A Group A station with 0.1% of the total Group A AQH Audience in Spring 2003 and Fall 2003 shall be allocated 0.1% of the Group A Incremental Industry-Wide Amount in 2005.)

(iv) *Allocation of Incremental Industry-Wide Amount Among Group B Stations*

For each of the years 2005 through 2009, each station in the Blanket Group B shall be assigned an allocated portion of the Incremental Industry-Wide Amount equal to its 2004 Benchmark Fee times a factor equal to the percentage difference between the total Annual License Payments owing by the stations then included in Group B to ASCAP in calendar year 2004 and the Annual License Payments owing by that Group to ASCAP in the relevant calendar year. (For example, if the total fees payable by Group B in 2005 are 8% higher than the fees owing to ASCAP in 2004 by the stations in Group B in 2005, each Group B station's share of the Group B Incremental Industry-Wide Amount shall be calculated by multiplying the station's 2004 Benchmark Fee times 8%.)

(v) *Allocation Of Incremental Industry-Wide Amount Among Group C Stations*

For each of the years 2005 through 2009, each station in the Blanket Group C shall be assigned an allocated portion of the Incremental Industry-Wide Amount equal to its 2004 Benchmark Fee times a factor equal to the percentage difference between the total Annual License Payments owing by Group C to ASCAP in calendar year 2004 and the Annual License Payments owing by that Group to ASCAP in the relevant calendar year. (For example, if the total fees payable by Group C in 2004 are 8% higher than the fees owing to ASCAP by Group C in 2004, each Group C station's share of the Group C Incremental Industry-Wide Amount shall be calculated by multiplying the station's 2004 Benchmark Fee times 8%.)

III. Changes Between Blanket and Program Period Status

A. Any station that changes from a "music format" to a "non-music format"⁵ (and any "non-music format" station that is operating on a blanket basis) in any of the years 2005 through 2009 shall have the right to switch, as of January 1 and July 1 of a given year, on no less than sixty (60) days advance written notice, to the program period basis. A station that switches as of July 1 shall pay one-half of the annual fee it owes under the blanket basis and one-half the annual fee it owes under the program period basis during the year of the switch. The annual program period license fee of a station that changes from a blanket to a program period basis in 2005 through 2009 shall consist of two parts: (i) a base fee, which applies to all new program period stations, equal to 17.4% of the station's previously applicable blanket license fees for the calendar year in which the switch occurs and (ii) a supplemental fee as set forth in paragraph II.A.(ii) above.

B. Any station that changes from a non-music format to a music format in any of the years 2005 through 2009 shall be required to switch from an ASCAP program period basis to the blanket basis as of the succeeding January 1 or July 1, whichever is sooner. A station that switches as of July 1 shall pay one-half of the annual fee it owes under the program period basis and one-half the annual fee it owes under the blanket basis during the year of the switch. The annual blanket license fee of a station that changes from a program period to a blanket basis in 2005 through 2009 shall equal 5.75 times the station's previously applicable program period base fee for the calendar year in which the switch occurs.

C. For the period commencing January 1, 2005, any station operating on a program period basis shall notify ASCAP and the RMLC that it has changed from a non-music format to a music format, or of a change in the number of weighted program periods with ASCAP music that the station broadcasts per week that would affect the amount of the station's supplemental fee payment, within thirty (30) days after such a change.

D. In the event it is determined that a station has elected to operate on a basis to which it is not entitled,⁶ the station shall be treated for purposes of fee allocation as if it were operating under the properly applicable basis beginning as of the nearest preceding January 1 or July 1 preceding the date as of which it is determined that the station had elected a basis to which it is not entitled (an "involuntary change of license"). A station that is subject to an involuntary change of license shall be required to pay to ASCAP the full amount of the license fees that the station would have been required to pay under the applicable license basis, plus interest in the amount of 1% per month calculated on the difference between the fees previously paid by the station to ASCAP and the fees owing under the applicable license basis. Any additional amounts owing by a station as a result of an involuntary change of license shall be billed to the station in the nearest practicable January or July following such an involuntary license change.

⁵ A "music format" station is any station that makes some feature use of ASCAP music in more than 90 of its fifteen-minute weighted program periods in any given week; a "non-music format" station is any station that makes some feature use of ASCAP music in 90 or fewer of its fifteen-minute weighted program periods in any given week.

⁶ This includes stations that: (1) elected to operate on a program period basis and should have been on a blanket basis; (2) stations that correctly elected the program period basis and should have, but failed to pay a supplemental fee; and (3) stations that paid an insufficient supplemental fee.

(i) If as result of any involuntary changes of license, fees payable to ASCAP for any given year exceed the Annual License Payment owing to ASCAP pursuant to paragraph 4 of the ASCAP/RMLC Letter Agreement, any such excess amount paid to ASCAP shall be credited against the fees owing by the industry to ASCAP pursuant to the provisions of paragraph 6 of the ASCAP/RMLC Letter Agreement.

(ii) For the six-month period commencing with the nearest January or July following the date as of which a station is subject to an involuntary change of license, a station may only elect the appropriate license basis that the station should have elected previously, or another license basis with a higher fee amount.⁷

(iii) A station shall be deemed to have elected a license basis to which it is not entitled if it fails to notify ASCAP and the RMLC that it has changed from a non-music to a music format, or of a change in the number of weighted program periods with ASCAP music that it broadcasts per week that would affect the amount of the station's Supplemental Fee payment, either within thirty (30) days after such a change or sixty (60) days in advance of the nearest subsequent January 1 or July 1.

IV. New Stations

A. Any station newly licensed by the FCC in 2004 through 2009 and any station unlicensed by ASCAP prior to 2004 is considered a "New Station" for every year it is licensed during 2004 through 2009. (Collectively, the New Stations shall be referred to as the "New Station Group.") A New Station with a music format shall be licensed on the blanket basis and a New Station with a non-music format shall have the option of being licensed on either the program period basis or the blanket basis. A New Station licensed for only a portion of the first calendar year of its license shall pay a pro-rata portion of the annual fee in that year.

(i) The annual blanket fee in the years 2005 through 2009 for any New Station that is either located outside an MSA, or that had no reported AQH audience within its MSA in the Arbitron Base Ratings Period, shall equal the following minimum fee amounts: \$744 in 2004; \$804 in 2005; \$876 in 2006, \$912 in 2007; \$948 in 2008 and \$984 in 2009.

(ii) The annual program period fee in the years 2005 through 2009 for any New Station that is either located outside an MSA, or that had no reported AQH audience within its MSA in the Arbitron Base Ratings Period, shall equal a minimum fee calculated in two parts: (a) a base fee, which applies to all New Stations electing the program period license basis, equal to \$132 in 2004, \$144 in 2005, \$156 in 2006; \$162 in 2007, \$168 in 2008, and \$180 in 2009; and (b) a supplemental fee as set forth in paragraph II.A.(ii) above.

(iii) The annual blanket fee in the years 2005 through 2009 for any New Station located in an MSA that had a reported AQH audience within its MSA in the Arbitron Base Ratings Period shall equal the minimum annual blanket fee for the relevant year reflected in subparagraph (i) of this section times one-one hundredth of the average number of listeners to the station in the Arbitron Base Ratings Period. (For example, a New Station that elects the blanket license basis as of January 1, 2005, which had average reported AQH audience within its MSA of 300 listeners in the 2003 Spring and Fall ratings periods, would pay a blanket fee in 2005 equal to 3 (or $1/100 \times 300$) times \$804, or \$2,412. A New Station that elects the blanket license basis as of January 1, 2005, that had no reported audience within its MSA in 2003 or 2004, but which has average reported AQH audience within its MSA of 300 listeners in the 2005 Spring and Fall ratings periods, would pay a blanket fee equal to \$804 in 2005, \$876 in 2006 and 3 (or $1/100 \times 300$) times \$912, or \$2,736 in 2007.)

(iv) The annual program period fee in the years 2005 through 2009 for any New Station located in an MSA that had a reported AQH audience within its MSA in the Arbitron Base Ratings Period shall be calculated in two parts: (a) a base fee that equals the minimum annual base program period fee for the relevant year reflected in subparagraph ii) of this section times one-one hundredth of the average number of listeners to the station in the Arbitron Base Ratings Period; and (b) a supplemental fee as set forth in paragraph III.A.(ii) above. (For example, a New Station electing the program period license basis as of January 1, 2005, that had an average reported AQH audience within its MSA of 300 listeners in the 2003 Spring and Fall ratings periods, and that makes some feature use of ASCAP music in 10 weighted program periods in a given week, would pay a base fee in 2005 equal to 3 (or $1/100 \times 300$) times \$144, or \$432, and a supplemental fee of \$432 times 45% or \$194.40. A New Station making some feature use of ASCAP music in 10 weighted program periods in a given week, that elects the program period license basis as of January 1, 2005, and that had no reported audience within its MSA in 2003 or 2004, but which has average reported AQH audience within its MSA of 300 listeners in the 2005 Spring and Fall Ratings periods, would pay: a base fee equal to \$144 and a supplemental fee equal to \$64.80 in 2005; a base fee of \$156 and a supplemental fee of \$70.20 in 2006; and a base fee equal to 3 (or $1/100 \times 300$) times \$162, or \$486, and a supplemental fee of \$486 times 45% or \$218.70 in 2007.)

(v) Any New Station that changes from a music format to a non-music format may switch, upon 60 days' notice, as of January 1 and/or July 1 of a given year to the program period license basis and pay the program period fee set forth in subparagraphs (ii) and (iv) above. Any New Station that changes from a non-music format to a music format is required to switch as of the succeeding January 1 or July 1, whichever is sooner, to the blanket license basis and pay the blanket fee set forth in subparagraphs (i) and (iii) above. A New Station that switches as of July 1 shall pay one-half of the annual fee it owes under the blanket basis and one-half the annual fee it owes under the program period basis during the year of the switch.

B. Any station that is a "move-in" station in 2004 through 2009 shall be considered a New Station for every year it is licensed during 2004 through 2009 and its fees shall be determined as in IV.A. above, provided, however, that the amount of a move-in station's fees shall in no event be lower than it would have been had the station not moved in.⁸

⁷ For example, if it is determined in August 2005 that a station that elected a "Base Fee Only" program period basis made feature uses of ASCAP music in 4 weighted program periods in May 2005: (a) in January 2006, the station will be billed by ASCAP an amount equal to 9% of its base fee, plus 1% per month interest for the period January through December 2005; and (b) for the period January 1, 2006 through June 30, 2006, the station will be deemed to have elected the program period license basis with a supplemental fee equal to 9% of its base fee amount, or, if the station chooses, either the program period basis with a higher supplemental fee amount or the blanket basis.

⁸ A "move in" station is an existing station that moves into a new market by means of a change in its signal (for example by relocating its transmitting tower, changing its city of license or changing its frequency).



Radio Station Election to Change License Basis Form

Date: _____

Call Letters:

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AM
 FM

ASCAP Account Number:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Station Frequency: _____ FCC Community of License: City _____ ST _____

Legal Name of Licensee: _____

Group Owner: _____

Previous Program Format: _____

New Program Format: _____ Date of Change: _____

Check appropriate box:

Convert to Blanket Basis (currently licensed on Program Period Basis)

Convert to Program Period Basis (currently licensed on Blanket Basis)

Effective Date of Conversion*

/	/
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* Please note that you are permitted to convert prospectively your station's license type effective the following January 1st or July 1st, whichever is sooner. You are required to make your request in writing at least sixty (60) days prior to the effective date of the change. Your station must be current in both reports and payments due ASCAP as required by your license in order to be eligible.

Complete this section only if you are converting to a Program Period Basis

Contact: _____ Contact Title: _____

Contact Phone #: _____ Contact Fax #: _____

Contact E-Mail Address: _____

Please estimate the number of quarter hours feature music is played on an average weekday, Saturday, and Sunday during each of the following time periods:

Average Weekdays: 12am-6am (max 24) _____ Average Saturday: All Day (max 96) _____
6am-10am (max 16) _____ Average Sunday: All Day (max 96) _____
10am-3pm (max 20) _____
3pm-7pm (max 16) _____
7pm-12mid (max 20) _____

_____ Signature
_____ Print Name of Signatory
_____ Print Title of Signatory

Please Fax or Mail to **BOTH ASCAP and the RMLC**

ASCAP
Fax #: (212) 621-6446
One Lincoln Plaza
New York, NY 10023
Attention: Ray Schwind,
AVP Dir. of Broadcast Licensing

RMLC
Fax #: (212) 754-9286
9 East 53rd Street
New York, NY 10022
Attention: Keith F. Meehan,
Executive Director