

SESAC

LOCAL TELEVISION PRIMARY CHANNEL BLANKET LICENSE AGREEMENT

AGREEMENT made between SESAC, LLC ("SESAC") and

_____, ("LICENSEE")
(corporate name or legal ownership)

with regard to the television station with:

Call Letters: _____ FCC-assigned Channel: _____

FCC City/State of License: _____ ("Station")

Designated Market Area ("DMA"): _____

Station Address/City/State/Zip:

as follows (the "Agreement"):

I. Grant of Rights.

A. SESAC grants to LICENSEE and LICENSEE accepts, for a period commencing as of January 1, 2008 ("Effective Date") and ending December 31, 2012 (the "Term"), a nonexclusive license to publicly perform such non-dramatic musical compositions as are now, or that hereafter during the term hereof may become, copyrighted, composed, written or published by the affiliates of SESAC and that are now, or that hereafter during the term hereof may become, a part of the repertory of SESAC, and which SESAC shall have the right to license hereunder ("Compositions," "SESAC Music"), as part of LICENSEE's Non-Network Programs and Non-Network Announcements:

(1) by non-digital Television Broadcasting over Station's free, over-the-air analog signal, and

(2) before the Digital Conversion Date, by Digital Broadcasting of programming identical to that being broadcast simultaneously over Station's free, over-the-air analog signal, and

(3) on and after the Digital Conversion Date, by Digital Broadcasting over Station's free, over-the-air primary digital signal (the "Primary Channel Blanket License").

B. Without expanding the Primary Channel Blanket License, the performances licensed hereunder may originate at the Station or at any other place whether or not such other place is licensed to publicly perform the Compositions, but nothing herein shall be deemed to grant a license to such place itself (or to the parties responsible for any performances therein) for the public performance in such place of any such Compositions.

C. It is understood that so-called "Grand Rights" of dramatic works owned or controlled by SESAC (e.g., dramas, plays, operas, operettas, revues and musical comedies) are not granted by the Primary Channel Blanket License. As used herein, "Grand Rights" means the right to

broadcast dramatic performances of musical works. For the purposes hereof, a dramatic performance shall mean a performance in which there is a definite plot depicted by action, which plot has the performance of the musical work woven into it for the purposes of carrying forward the plot and its accompanying action. The use of dialogue to establish program format or the use of any non-dramatic device to introduce a performance of a work shall not be deemed to make such performance dramatic. "Grand Rights" include, but are not limited to, the right to perform in whole or in part, dramatico-musical and dramatic works in a dramatic setting. For purposes of the Primary Channel Blanket License, performances of compositions in music videos, syndicated television programs and motion pictures originally produced for theatrical exhibition, shall be construed as non-dramatic performances.

D. Except as specifically provided for in this Paragraph I, nothing contained herein shall be construed as (1) permitting LICENSEE to publicly perform, transmit, re-transmit or reproduce any Composition by any means, medium, method, device or process now or hereafter known, or (2) authorizing LICENSEE to grant to others any right to reproduce or perform publicly by any means, method or process whatsoever, any of the musical compositions licensed hereunder or as authorizing any receiver of any television broadcast to perform publicly or reproduce the same, by any means, method or process whatsoever.

E. SESAC reserves the right to withdraw from the scope of the Primary Channel Blanket License, upon written notice, the right to perform any Composition as to which any action has been threatened, instituted, or a claim made that SESAC does not have the right to license the performance rights in such Composition.

II. Primary Channel Blanket License Fee

A. As consideration for the Primary Channel Blanket License, LICENSEE agrees to pay to SESAC license fees pursuant to **Schedule "A"** attached hereto and incorporated herein by this reference (individually and collectively, "Primary Channel Blanket License Fee(s)").

B. (1) If LICENSEE fails to pay a Primary Channel Blanket License Fee within fifteen (15) days of the date such Primary Channel Blanket License Fee is due, SESAC shall have the right to charge a late payment charge of one percent (1%) of the unpaid amount of such Primary Channel Blanket License Fee on the fifteenth (15th) day of each month until LICENSEE pays such Primary Channel Blanket License Fee.

(2) SESAC shall have the right to impose an additional charge of \$40.00 for each dishonored check or other form of payment.

(3) In the event that SESAC incurs any reasonable costs or fees in connection with the collection of any amounts past due to SESAC hereunder, including without limitation reasonable attorney's fees, then LICENSEE shall be responsible for paying such amounts to SESAC.

III. Station Performance Reporting Requirements

A. LICENSEE agrees to provide to SESAC, or shall cause others to provide to SESAC, within thirty (30) days of SESAC's reasonable request, the following information with respect to Programs broadcast by Station:

(1) copies of music "cue sheets," as the term is commonly understood in the television industry, or any equivalent thereof ("Cue Sheets") relating to Programs which are produced or co-produced by LICENSEE and which are in LICENSEE's possession; and

(2) Cue Sheets relating to Programs which are produced or co-produced by LICENSEE and which are not in LICENSEE's possession, by utilizing its best efforts to satisfy any such request; and

(3) Cue Sheets relating to Programs not produced or co-produced by LICENSEE, by utilizing its reasonable efforts to satisfy any such request.

B. Notwithstanding anything contained in this Paragraph III to the contrary, LICENSEE shall not be obligated to furnish materials covering more than two (2) four (4) week periods during any one calendar year. SESAC shall make requests under this Paragraph III only where reasonably necessary for its purpose, and SESAC shall use its best efforts not to request from LICENSEE Cue Sheets (and other information required by this Paragraph III) already possessed by SESAC.

C. Where possible, LICENSEE shall produce information required by this Paragraph III in an Excel format or other common electronic format required by SESAC, and SESAC may require LICENSEE to submit such information to a third party designee in an Excel format or other common electronic format compatible with such third party designee's computer system.

IV. Breach or Default

Upon LICENSEE'S default in making any payment required under the terms of this Agreement, or its breach of any other term of this Agreement, SESAC may give LICENSEE forty-five (45) days' Notice to cure such breach or default. SESAC may terminate this Agreement pursuant to this Paragraph IV if, having provided such Notice, such breach or default has not been cured within said forty-five (45) day period.

V. Indemnity Clause

A. SESAC agrees to indemnify, save and hold harmless, and to defend LICENSEE, its sponsors and their advertising agencies, and its and their officers, employees, and artists, and each of them, from and against any claims, demands, or suits for copyright infringement that may be made or brought against them or any of them arising out of their performance under this Agreement of any Compositions that were in SESAC's repertory at the time of the performance, and as to which LICENSEE had received no written notice from SESAC pursuant to Subparagraph I.E. hereof prior to the performance; provided, however, that the foregoing indemnity shall not extend to any claims, demands, or suits arising out of any acts of LICENSEE, its sponsors and their advertising agencies, and its and their officers, employees, and artists, or any of them, separate and apart from those acts authorized pursuant to the rights granted hereunder.

B. LICENSEE agrees to give SESAC prompt Notice of any claim, demand, or suit covered under Subparagraph V.A. and agrees to promptly deliver to SESAC all papers pertaining thereto. SESAC shall have full charge of the defense of any covered claim, demand, or suit and LICENSEE shall cooperate fully with SESAC in such defense. LICENSEE, however, shall have the right to engage counsel of its own at its own expense who may participate in the defense of any such action.

VI. Rights of Termination

A. In the event of the termination or suspension of the governmental licenses covering Station or any substantial alteration or variation of the terms and conditions thereof, or any major interference with the operations of Station due to governmental measures or restrictions, LICENSEE shall have the right to terminate this Agreement upon no less than thirty (30) days' Notice (for the sake of clarity, the FCC-mandated digital conversion shall not constitute an event triggering LICENSEE's termination right under this Subparagraph VI.A).

B. SESAC shall have the right to terminate this Agreement as follows:

(1) In the event of any major interference with the operations of SESAC in the state, territory, dependency, possession or political subdivision in which Station is located, by reason of any law of such state, territory, dependency, possession or political subdivision, SESAC shall have the right to terminate this Agreement upon no less than thirty (30) days' Notice; and

(2) In the event of any substantial increase in the cost to SESAC of operating in such state, territory, dependency, possession or political subdivision, by reason of any law of such state, territory, dependency, possession or political subdivision, which is applicable to the licensing of performing rights, SESAC shall have the right to terminate this Agreement upon no less than thirty (30) days' Notice; and

(3) At any time upon Notice in the event LICENSEE is adjudicated bankrupt, or a petition in bankruptcy is filed with respect to LICENSEE, or LICENSEE is declared or becomes insolvent.

C. Upon termination, this Agreement (subject to any remaining rights and obligations of LICENSEE and SESAC pursuant to the provisions of Paragraphs II, III, VII, and VIII of this Agreement, and exclusive of any continuing rights and obligations of LICENSEE and SESAC pursuant to provisions of Paragraph V of the Agreement) shall no longer remain in effect and the parties shall be relieved of all obligations arising hereunder. Notwithstanding the foregoing, upon termination, LICENSEE shall be relieved of any obligation under Paragraphs II.A and VII of the Agreement to pay fees, except as to fees accrued and owing prior to the effective date of termination.

VII. Tax Clause

In the event the taxing authority of any state, territory, commonwealth, or possession in which LICENSEE has a tax nexus, finds SESAC to be liable for the payment of any tax on amounts received from LICENSEE pursuant to this Agreement, which tax is instituted during the Term, the following conditions shall apply:

A. LICENSEE shall pay, within thirty (30) days of Notice of demand by SESAC, the pro rata share of any such tax assessed against SESAC, provided however, that if SESAC, in its sole discretion, shall contest the assessment of such tax, then SESAC shall make no demand until after the termination of such contest unless, during the pendency of such contest, SESAC is required to pay such tax. To the extent that such contest is allowed and a refund is thereafter received, SESAC shall refund to LICENSEE any payments made by LICENSEE to SESAC under this Paragraph VII; and

B. SESAC shall furnish to LICENSEE all documents regarding the assessment of any such tax that LICENSEE reasonably requests in writing, but only if such documents specifically and directly relate to LICENSEE's proportion of such assessment, and no such document is or could be considered confidential or contains proprietary information of any other licensee of SESAC or specifically relates to any other licensee's proportion of any assessment. SESAC shall also give LICENSEE the opportunity to consult with it with respect to such tax assessment; and

C. LICENSEE shall not be responsible for its share of any such tax if SESAC fails to demand payment therefor within two (2) years after the later of (i) the assessment of such tax by the competent authority, and (ii) the finality of any contest of such tax.

VIII. Warranty and Representation

LICENSEE warrants and represents that any information provided to SESAC on this Agreement, **Schedule “A,”** or by any other means is true, correct, and complete to the best of LICENSEE’s knowledge.

IX. Primary Channel Per Program License

A. The SESAC Local Television Primary Channel Per Program License Agreement (“Primary Channel Per Program License Agreement”) is being offered to LICENSEE simultaneously with this Agreement during the Term.

B. During the Term, LICENSEE may elect to change from this Agreement to the Primary Channel Per Program License Agreement, or from the Primary Channel Per Program License Agreement to this Agreement, as of the first day of a month, prospectively on at least thirty (30) but not more than ninety (90) days notice to SESAC in the form of a signed and completed copy of the election letter attached as **Exhibit I** (“Election”).

C. LICENSEE may make an Election up to twice in any given twelve (12) month period during the Term.

D. By making an Election, LICENSEE agrees to all the terms of the elected agreement, and accordingly LICENSEE’s first Election, if any, to change to the Primary Channel Per Program License Agreement shall be accompanied by a signed and completed copy of the Primary Channel Per Program License Agreement.

X. Notices

A. All Notices required or permitted to be given by either of the parties to the other hereunder shall be delivered to the following addresses (either party may change its address by Notice to the other party):

(1) if to LICENSEE, to its address first set forth above, and

(2) if to SESAC, to:

Vice President, Licensing Administration
SESAC, LLC
55 Music Square East
Nashville, TN 37203.

B. For the sake of clarity, any “notice” required or permitted to be given shall be given as set forth in the paragraph in which such particular requirement of “notice” is found.

XI. General

A. This Agreement shall inure 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 as to performances broadcast, acts done and obligations incurred prior to the effective date of the assignment.

B. This Agreement shall be construed in accordance with the laws of the State of New York applicable to contracts made and to be performed entirely within such State (excluding its conflicts of law rules and principles).

C. This Agreement contains the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior agreements, proposals, representations, arrangements or understandings, written or oral, with respect thereto. This Agreement may only be amended in a writing signed by both parties.

D. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other body or entity having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect.

XII. Definitions

A. “Affiliated Station” or “Network-Affiliated” means any Television Broadcasting station in the United States and its territories that regularly broadcasts Programs transmitted by a Television Network.

B. “Announcement” means any commercial, promotional, or public service announcement (exclusive of program-length “infomercials” of greater duration than 120 seconds), or any producer’s or distributor’s logo.

C. “Annual Primary Channel Blanket License Fee” means LICENSEE’s Primary Channel Blanket License Fee for Station’s Primary Channel payable for the relevant calendar year pursuant to **Schedule “A.”**

D. “Digital Broadcasting” shall mean non-interactive standard definition or high definition Television Broadcasting over FCC-assigned frequencies, within LICENSEE’s existing geographic market(s).

E. “Digital Conversion Date” shall mean the first date that LICENSEE permanently discontinues broadcasting on Station’s analog signal.

F. “Digital Multiplex Channels” shall be defined as:

(1) any Digital Broadcasting channel broadcast before the Digital Conversion Date that is not a simulcast of Station’s free, over-the-air analog signal, and

(2) any Digital Broadcasting channel broadcast on or after the Digital Conversion Date other than Station’s free, over-the-air primary digital signal.

G. “Monthly Primary Channel Blanket License Fee” shall be defined as an amount equal to one-twelfth (1/12) of LICENSEE’s Annual Primary Channel Blanket License Fee for Station’s Primary Channel for the relevant calendar year.

H. “Network Announcement” means any Announcement transmitted by a Television Network, and broadcast simultaneously or by so-called “delayed” or “repeat” broadcasts (sometimes known as “rebroadcasts”) over two or more of such Television Network’s Affiliated Stations.

I. “Network Program” means any Program, transmitted by a Television Network, identified as a Program of the Television Network, and broadcast simultaneously or by so-called “delayed” or “repeat” broadcasts (sometimes known as “rebroadcasts”) over two or more of such Television Network’s Affiliated Stations.

J. “Non-Network Announcement” means any Announcement broadcast by Station other than a Network Announcement.

K. “Non-Network Program” means any Program broadcast by Station other than a Network Program.

L. “Notice” shall mean written notice to the other party by means of registered or certified United States mail or generally recognized same-day or overnight delivery service. For the sake of clarity, any “notice” required shall be given as set forth in the paragraph in which such particular requirement of “notice” is found.

M. "Primary Channel" shall mean (1) before the Digital Conversion Date, Station's free, over-the-air primary analog signal, and (2) on and after the Digital Conversion Date, Station's free, over-the-air primary digital signal. For the sake of clarity, Primary Channel shall expressly exclude any of Station's Digital Multiplex Channels.

N. "Program" means any material broadcast or transmitted by Station other than Announcements.

O. "Television Broadcasting" shall mean free, unscrambled, point-to-multipoint over-the-air non-digital or digital broadcasting in the United States, and its territories, commonwealth and possessions from Station by means of television. For the avoidance of doubt, "Television Broadcasting" shall include any period of intermittent or occasional broadcasting, including without limitation any so-called "test period."

P. "Television Network" means NBC, ABC, and CBS and their successors and assigns.

Q. For the purposes of this Agreement, the terms "transmit(s)," "transmission(s)," "transmitted," "publicly perform(s)," and "public performance(s)" shall be defined in accordance with the U.S. Copyright Act, currently set forth at 17 U.S.C. § 101 et seq. (2007).

IN WITNESS WHEREOF, this Agreement has been duly executed by SESAC and LICENSEE this _____ day of _____, 20__.

LICENSEE

SESAC, LLC

By: _____

By: _____

Title: _____

Title: _____

(Print Name)

SCHEDULE "A" – 2008 - 2012

SESAC

LOCAL TELEVISION PRIMARY CHANNEL BLANKET LICENSE AGREEMENT

PRIMARY CHANNEL BLANKET LICENSE FEE SCHEDULE

I. Reference is made to the SESAC LOCAL TELEVISION PRIMARY CHANNEL BLANKET LICENSE AGREEMENT with

_____, ("LICENSEE")
(corporate name or ownership)

with regard to the television station with:

Call Letters: _____ FCC-assigned Channel: _____

FCC City/State of License: _____

Designated Market Area ("DMA"): _____

Station Address/City/State/Zip: _____

(the "Agreement") to which this **Schedule "A"** is attached.

II. As consideration for the Primary Channel Blanket License, LICENSEE shall pay the following Annual Primary Channel Blanket License Fee:

2008: _____

2009: _____

2010: _____

2011: _____

2012: _____

III. The Monthly Primary Channel Blanket License Fee attributable to any given month shall be payable on or before the first day of the following month, i.e. the January 2008 fee is due on or before February 1, 2008.

IV. LICENSEE represents and warrants that any information provided to SESAC on this **Schedule "A"** or otherwise is true, correct, and complete to the best of LICENSEE's knowledge.

V. This **Schedule "A"** is incorporated and made part of the Agreement, and its terms shall apply as if restated fully therein. Unless otherwise indicated, all capitalized terms in this **Schedule "A"** shall have the same meaning as set forth in the Agreement.

EXHIBIT I

SESAC

LOCAL TELEVISION PRIMARY CHANNEL BLANKET LICENSE AGREEMENT

PER PROGRAM ELECTION LETTER

This letter shall be used to elect the Primary Channel **Per Program** License Agreement throughout the Term in accordance with Paragraph IX of the Agreement. This letter shall be accompanied by a signed and completed copy of the Primary Channel **Per Program** License Agreement, if a signed and completed copy of such agreement has not already been provided to SESAC.

Dear SESAC:

1. Reference is made to the SESAC LOCAL TELEVISION PRIMARY CHANNEL BLANKET LICENSE AGREEMENT with:

_____, (“LICENSEE”)
(corporate name or legal ownership)

with regard to the television station with:

Call Letters: _____ FCC-assigned Channel: _____

FCC City/State of License: _____

Designated Market Area (“DMA”): _____

Station Address/City/State/Zip: _____

(please complete the above)

(the “Agreement”). Unless otherwise indicated, all capitalized terms in this **Exhibit I** shall have the same meaning as set forth in the Agreement.

2. LICENSEE elects to switch to the Primary Channel **Per Program** License Agreement effective _____ 1, _____ pursuant to the terms of the Agreement.
(month) (year)

LICENSEE

Per Program Report Provider _____

Dated: _____

Station Per Program Contact Information

By: _____

Contact Name _____

Title: _____

Contact Email address _____

Contact Telephone number _____