

SESAC

LOCAL TELEVISION DIGITAL MULTIPLEX CHANNEL 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: _____, that is also licensed under a
SESAC Local Television Primary Channel Blanket License Agreement or SESAC Local Television Primary
Channel Per Program License Agreement ("Station")

Designated Market Area ("DMA"): _____

Station Address/City/State/Zip:

as follows (the "Agreement"):

WHEREAS, the parties acknowledge that the fee structures associated with the transmission of television programming by means of Digital Broadcasting are developing; and

WHEREAS, the parties acknowledge that the fee structures for the public performance of musical compositions made as part of said transmissions are also developing;

NOW, THEREFORE, SESAC and LICENSEE hereby mutually agree that the following Agreement and License Fee(s) set forth in **Schedule "A"** attached hereto and incorporated herein by this reference are experimental in nature and shall not be cited in any proceeding, or otherwise, to establish a precedent for the value of the music in such transmissions:

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") by Digital Broadcasting on Station's Digital Multiplex Channel(s) (as defined in Subparagraph XI.E below), which shall be reported on **Schedule "A"** (the "Digital Multiplex Channel License").

B. Without expanding the Digital Multiplex Channel 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 Digital Multiplex Channel 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 Digital Multiplex Channel 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 digital 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 Digital Multiplex Channel 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.

F. The Digital Multiplex Channel License for Station shall only be effective during periods during which LICENSEE is also licensed for Station under a SESAC Local Television Primary Channel Blanket License Agreement or SESAC Local Television Primary Channel Per Program License Agreement.

II. License Fees

A. As consideration for the License, LICENSEE agrees to pay to SESAC license fees as calculated pursuant to **Schedule “A”** attached hereto and incorporated herein by this reference (individually and collectively, “Digital Multiplex Channel License Fee(s)”).

B. (1) If LICENSEE fails to pay a Digital Multiplex Channel License Fee within fifteen (15) days of the date such fee is due, SESAC shall have the right to charge a late payment charge of one percent (1%) of the unpaid amount of such Digital Multiplex Channel License Fee on the fifteenth (15th) day of each month until LICENSEE pays such Digital Multiplex Channel 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 transmitted by Station by means of Digital Broadcasting on its Digital Multiplex Channel(s):

(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 any 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. Right of Verification

A. LICENSEE represents and warrants that any information provided to SESAC on this Agreement, **Schedule "A,"** any reports or by any other means is true, correct, and complete to the best of LICENSEE's knowledge; and that any additional information or changes to the current information shall be true, correct, and complete to the best of LICENSEE's knowledge. SESAC retains the right to obtain such information through independent sources and make appropriate adjustments to the Digital Multiplex Channel License Fee(s).

B. In the event information obtained through independent sources pursuant to Subparagraph VIII.A demonstrates that any additional Digital Multiplex Channel License Fee amount is due SESAC, SESAC shall give LICENSEE notice of such amount and an explanation therefor. In the event that such amount is equal to five percent (5%) or more of the corresponding Digital Multiplex Channel License Fee, LICENSEE shall be required to pay the reasonable costs and expenses of the examination and a monthly late payment fee of one percent (1%) for the period beginning with the original due date of such Digital Multiplex Channel License Fee and ending on the date of SESAC's notice of such amount. LICENSEE shall submit any amounts due under this Subparagraph VIII.C within forty-five (45) days from SESAC's notice. If LICENSEE does not pay such amounts as aforesaid, SESAC shall have the right to charge a late payment fee of one percent (1%) of the amount of such underpayment on the fifteenth (15th) day of each month until LICENSEE pays such amount.

IX. 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.

X. 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 made, 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.

XI. Definitions

A. “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.

B. “Annual Digital Multiplex Channel License Fee” means LICENSEE’s Digital Multiplex Channel License Fee (as adjusted from time to time in accordance with the terms and conditions of this Agreement) for Station’s Digital Multiplex Channel(s) payable for the relevant calendar year pursuant to **Schedule “A.”**

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

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

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

- (1) any Digital Broadcasting channel broadcast before the Digital Conversion Date that is not a simulcast of the 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. The term “Digital Multiplex Channels” shall only refer to Digital Broadcasting channels transmitted over the relevant Authorized Station’s FCC assigned frequency.

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

G. “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.

H. “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.

I. “Program” means any material broadcast or transmitted by Station other than Announcements.

J. "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."

K. 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 DIGITAL MULTIPLEX CHANNEL LICENSE AGREEMENT

DIGITAL MULTIPLEX CHANNEL(S) FEE SCHEDULE

I. **Reference** is made to the SESAC LOCAL TELEVISION STATION DIGITAL MULTIPLEX CHANNEL 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: _____

(the "Agreement") to which this **Schedule "A"** is attached. Whereas, the parties acknowledge that the fee structures associated with the transmission of television programming by means of Digital Broadcasting are developing; and, whereas, the parties acknowledge that the fee structures for the public performance of musical compositions made as part of said transmissions are also developing; therefore, SESAC and LICENSEE hereby mutually agree that the following Fee Schedule is experimental in nature and shall not be cited in any proceeding, or otherwise, to establish a precedent for the value of the music in such transmissions.

II. SESAC's Experimental Digital Multiplex Channel Fee Schedule. Except where otherwise specified herein, each term used in this **Schedule "A"** that has been defined in the Agreement shall have the same meaning herein. For the purposes of the Agreement and this **Schedule "A,"** the following additional terms shall have the following meanings:

A. The "**DMA Population**" shall mean the number of television households in the Station's Designated Market Area as determined by Nielsen Media Research, or such other similar industry standard source as reasonably determined by SESAC in its sole discretion, which is currently updated annually on or about November 15 of each year. In the event that a change in the DMA Population triggers a change in LICENSEE's Annual Digital Multiplex License Fee, such fee shall be prospectively adjusted effective the immediately following January 1.

B. The "**Programming Source**" for a particular Digital Multiplex Channel shall mean the source of such Digital Multiplex Channel's programming. In the event that a Digital Multiplex Channel's programming is not provided by one of the Programming Sources listed in the table below, that Digital Multiplex Channel will have a Programming Source of "Independent/Non-Network/Other." In the event that a Programming Source (other than Independent/Non-Network/Other and Local

News/Weather/Sports) listed in the table below merges with, acquires, or is acquired (in whole or in part) by any third party not listed in the table below and/or adopts a different name, for the purposes of determining the Programming Source for a particular Digital Multiplex Channel : (1) the resulting entity shall still constitute the same Programming Source, and (2) the programming provided by such resulting entity shall be deemed to come from the same Programming Source. In the event that the programming for a Digital Multiplex Channel comes from multiple Programming Sources, that Digital Multiplex Channel's Programming Source shall be the Programming Source that provides the highest percentage of such Digital Multiplex Channel's programming.

C. The license fee for each of the Station's Digital Multiplex Channels shall be determined using the **DMA Population** and **Programming Source** in accordance with the following fee schedule ("Annual Digital Multiplex License Fee"):

2008 Annual Digital Multiplex License Fee Schedule:

Programming Source	DMA Population							
	2,000,000 or greater	1, 250,000 - 1,999,999	750,000 - 1,249,999	500,000 - 749,999	300,000 - 499,999	175,000 - 299,999	50,000 - 174,999	Less than 50,000 or Non-DMA
ABC, CBS, NBC, FOX	\$19,416	\$11,136	\$7,260	\$4,716	\$2,808	\$1,752	\$948	\$396
CW, My Network	\$16,548	\$5,292	\$2,652	\$1,476	\$744	\$372	\$216	\$120
Independent/ Non-Network/ Other	\$2,940	\$1,872	\$1,224	\$708	\$324	\$288	\$204	\$120
Local News/ Weather/ Sports	\$744	\$468	\$312	\$180	\$120	\$120	\$120	\$120

DTV Sub-Channel Programming Source DMA Population Per Multiplex Channel Fee

			\$
			\$
			\$
			\$
			\$
			\$

Total Digital Multiplex License Fee:

\$

III. License Fee Calculation and Payment

A. Upon execution of this Agreement, LICENSEE shall set forth above each Digital Multiplex Channel broadcast by Station as of the Effective Date (along with the DMA Population and Programming Source of each such Digital Multiplex Channel).

B. In the event that LICENSEE shall broadcast on Digital Multiplex Channel(s) in addition to those listed above ("Additional Channel(s)"), LICENSEE shall, within thirty (30) days thereof, provide SESAC with written notice of such Additional Channel(s) together with payment of an amount calculated using the then current license fee rate(s) for each Additional Channel from the first day of the month in which LICENSEE first broadcasts or transmits on such Additional Channel through the end of the then current billing period provided; however, if LICENSEE first broadcasts or transmits on an Additional Channel after the fifteenth day of a particular month, no adjustment shall be made to the Monthly Digital Multiplex License Fee for such month to account for such Additional Channel. Upon such Notice, SESAC shall add each Additional Channel to this Agreement effective the first day of the month in which LICENSEE first broadcasts on such Additional Channel.

C. (1) In the event that LICENSEE shall cease to engage in Television Broadcasting on any of the Digital Multiplex Channel(s) listed above ("Non-Operational Channel(s)"), LICENSEE shall, within thirty (30) days thereof, provide SESAC with written notice of such Non-Operational Channel(s) and upon such timely notice:

(a) SESAC shall remove each Non-Operational Channel from this Agreement effective as of the first day of the month during which the Non-Operational Channel ceases broadcasting; and

(b) SESAC shall credit LICENSEE's account for any License Fee(s) paid for such Non-Operational Channel for the period after such channel became non-operational; provided, however, if LICENSEE ceases engaging in Television Broadcasting on a Non-Operational Channel following the fifteenth day of a particular month, no adjustment shall be made to the Monthly Digital Monthly License Fee for such month to account for such Non-Operational Channel.

(2) In the event that SESAC does not receive notice pursuant to Subparagraph III.C(1) of such Non-Operational Channel(s), SESAC shall remove each Non-Operational Channel effective the first day of the month following the month in which SESAC receives from LICENSEE written notification of such Non-Operational Channel, and credit LICENSEE's account accordingly.

D. On or before the first day of each month, LICENSEE shall pay SESAC a sum equal to one-twelfth of the Annual Digital Multiplex License Fee ("Monthly Digital Multiplex License Fee"). The Monthly Digital Multiplex 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.

E. In the event that the Programming Source for Digital Multiplex Channel(s) shall change (“Adjusted Channel(s)”), the Adjusted Channel(s) shall be added to the Agreement effective the first day of the month in which such Programming Source change(s) become effective and LICENSEE shall, within thirty (30) days thereof, notify SESAC in writing of such Adjusted Channel(s) together with payment of any additional fee resulting from such Adjusted Channel(s) through the end of the then current billing period.

F. Effective January 1, 2009 and each January 1 thereafter during the Term, the rates set forth in this **Schedule “A”** shall be increased annually by ten percent (10%).

IV. This **Schedule “A”** is incorporated and made part of the Agreement, and its terms shall apply as if restated fully therein.