

TIME BROKERAGE AMENDMENT LETTER

(Letterhead of Licensee)

Licensee _____
Call Letters _____
City and State _____
Date _____

Dear ASCAP:

1. Radio station _____ ["STATION"] has entered into a time brokerage agreement with _____ ["BROKER"] for the period _____ through _____ .

2. STATION and BROKER wish to add BROKER as a party to the Local Station Radio License Agreement in effect between STATION and ASCAP ("the license") with all of the rights and obligations of the Licensee as set forth in the license for the full period of the brokerage agreement referred to in (1) above.

3. We agree that for all periods that STATION simulcasts or is sold in combination with another radio station owned or operated by BROKER ["BROKER STATION"] that has an ASCAP Local Station Radio License we shall report all gross revenue of STATION as follows:

- a. All BROKER revenue relating to STATION will be included in BROKER's license fee reports for BROKER STATION. If such revenue constitutes all gross revenue for STATION, no license fee or license fee reports will be required of STATION.
- b. All of STATION's other revenue (as defined in the license) will be included in STATION's license fee reports.
- c. Amounts payable by BROKER to STATION as consideration for the time brokerage agreement shall not be reportable by STATION or deductible by BROKER STATION.
- d. In the event that STATION and BROKER STATION have different forms of ASCAP license, all BROKER revenue relating to programs of STATION which simulcast or are sold in combination with BROKER STATION shall be apportioned between STATION and BROKER STATION in the same ratio as the adjusted gross revenue of STATION and BROKER STATION bear to each other for the most recent year prior to the brokerage agreement reported by STATION and BROKER STATION to ASCAP (annualized for any period less than a year). Any such revenue apportioned to, and reported for, STATION pursuant to this paragraph shall not be reportable by BROKER on its license fee reports for BROKER STATION.

4. If STATION fully simulcasts programs broadcast by BROKER STATION and has no separate programs, STATION and BROKER agree to maintain the same form of ASCAP license (blanket or per program) for STATION as BROKER has for BROKER STATION. In the event that BROKER has a different form of license for BROKER STATION at the time this agreement is executed, this letter shall constitute our notice in accordance with the license agreement (Paragraph 17 of the blanket license or Paragraph 18 of the per program license) to substitute the other form of license in place of our current agreement. In the event that STATION and BROKER STATION have the same form of license at the time this agreement is executed, and BROKER STATION subsequently provides notice pursuant to its license agreement to substitute the other form of license, said notice shall be deemed to apply as well to STATION.

5. For all periods that STATION has a per program license agreement, BROKER STATION shall submit the reports required by Paragraph 8 of the per program license for all programs provided by BROKER STATION which are broadcast by STATION, and STATION shall submit such reports for all other programs broadcast by STATION. If STATION fully simulcasts programs broadcast by BROKER STATION and has no separate programs, and if all revenue relating to STATION is included in BROKER's license fee reports for BROKER STATION in accordance with Paragraph 3.a. above, STATION shall not be required to submit separate reports pursuant to Paragraph 8 of the per program license.

6. STATION and BROKER jointly designate the following single address for billing and all other purposes:

Address: _____

Please indicate your consent to the amendment of our license agreement in accordance with this letter by countersigning the letter in the space provided below and returning a copy to us.

Very truly yours,

(LICENSEE)
By _____
(BROKER)
Dated _____ By _____

The undersigned, American Society of Composers, Authors and Publishers, hereby consents and agrees to the amendment of the above mentioned license agreement.

American Society of Composers
Authors and Publishers

Dated _____ By _____