



Dear Broadcasters,

December 24, 2016

As a further follow up to my November 22 and November 28, 2016 industry messages, I am writing to let you know that, as the result of further discussions between the RMLC and GMR, GMR will make available to radio stations an interim license. This interim license will provide stations that choose to accept it the ability to perform GMR compositions during the term of the interim license.

While you should contact GMR to determine your specific fee for that interim license, we are attaching to this message a copy of GMR's interim license agreement. It contains all applicable license terms except your specific fee, which will be conveyed to you by GMR. We also want to report the following:

- GMR will make the interim license available to all stations that wish to take it (excepting those that have already entered into a license with GMR).
- You have until January 31, 2017 to sign the interim license agreement and pay GMR according to its terms. GMR will not initiate copyright litigation against any station before January 31, 2017.
- The term of the interim license is 9 months, running from January 1, 2017 through September 30, 2017. Any station that signs the interim license agreement by January 31, 2017 and pays the applicable interim license fees will not be subject to copyright infringement claims by GMR for the term of the interim license.
- The license fee is an interim one; that means GMR and you each retains the right to seek a retroactive fee adjustment in future licenses or as a result of the current litigations.

We encourage you to promptly contact GMR at licensing@globalmusicrights.com to ascertain your specific fee for the interim license.

Best regards,

Ed Christian
RMLC Chairman

Global Music Rights – w – the Station License

This agreement dated December 21, 2016 (the "Agreement") represents the understanding and agreement between the Parties with respect to the non-exclusive grant of public performance rights by GMR to [RMLC Member] for the Interim Term on the terms and conditions set forth below:

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|------------------------------|---|
| Parties | RMLC Member ("Station") and Global Music Rights, Inc. ("GMR") |
| Term | Nine months commencing January 1, 2017 (the "Interim Term"). |
| Territory | United States and its Territories and Possessions. |
| Rights Grant | <p>GMR grants the Station, on a non-precedential basis, the non-exclusive right to publicly perform non-dramatic renditions of the musical compositions in which GMR controls the right to license (alone or in combination with third party(ies), in each case depending on the percentage share of ownership that GMR controls for the specific composition) public performances (the "Compositions") via the Station's terrestrial radio service, non-interactive digital simulcasts, and promotional websites owned by the Station. The Station agrees that this Agreement is for any partial or full share of the Compositions represented by GMR.</p> <p>The grant of rights by GMR hereunder is limited to public performance and does not include any other rights to the Compositions (e.g., reproduction) or the sound recordings embodying the Compositions.</p> |
| Interim Licensing Fee | [\$] per month payable on or before the end of every month during the Interim Term (e.g., on or before January 31, 2017, February 28, 2017 and March 31, 2017, respectively); provided that, such payment shall not require an invoice from GMR; provided further that the interim license terminates automatically at the end of the month with no notice required if the Station's payment is not received by GMR by the last business day of the month. |
| GMR Data | During the Interim Term, GMR will provide the Station with a full and complete list of all musical compositions owned or controlled by GMR, as updated from time to time, along with all ownership splits.. |
| Reporting | The Station will provide GMR with substantially the same level and quality of data information it provides to any third party PRO from time to time. |
| Other Terms | GMR and the Station agree to keep confidential the terms of this Agreement, as well as all non-public information received in any matter by either party pursuant to this Agreement, including, but not limited to, all non-public information pertaining to GMR's client and composition list and the Station's accountings. Such information shall not be disclosed to any third party without the prior written consent of both parties unless in response to legal action, and then upon prior written notice of five (5) business days and opportunity to respond to such legal process and protect confidential information. Notwithstanding anything to the contrary contained in this Agreement, |

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| | <p>GMR shall be entitled to share with GMR represented songwriters, composers, music publishers, and, where relevant, foreign copyright organizations with whom GMR has reciprocal arrangements, the royalties generated from the Station's use of their compositions only and the data reported to GMR by the Station with respect to the Compositions, and the Station shall be permitted hereunder to share the information regarding the Interim Licensing Fees and the Compositions with its employees and representatives, including attorneys, provided that all such employees and representatives are bound by the terms of this paragraph.</p> <p>The parties warrant and represent that each has the right to enter into this Agreement and to satisfy its obligations hereunder. Moreover, GMR represents and warrants to the Station that it holds the rights granted to the Station herein solely with respect to the shares of the percentage shares of the Compositions which GMR controls and such grant does not infringe on any rights (including, without limitation, intellectual property rights) of any third party. This Agreement may not be assigned by either party without the prior written consent of the other party.</p> <p>This Agreement will be construed in accordance with the laws of the State of California with respect to contracts executed and fully performed there and is binding upon and inure to the benefit of the parties and their respective successors, heirs and assigns. All claims regarding this Agreement will be submitted to the exclusive jurisdiction of the California state courts located in Los Angeles County or to federal district courts located in Los Angeles, California.</p> <p>Nothing in this Agreement shall affect the rights, obligations, claims, or defenses of either party hereto, including, without limitation, in connection with any current litigations, except that GMR agrees that it shall have no claims against the Station arising from the public performance by the Station and its subsidiaries of the Compositions solely for the period of the Interim Term provided that the Station pays GMR the Interim License Fee identified above. The parties agree that the terms of this Agreement apply only to the Interim Term and shall be non-precedential with respect to any matter.</p> |
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ACCEPTED & AGREED:

[The Station]

GLOBAL MUSIC RIGHTS, LLC.

An Authorized Representative of the Station

An Authorized Representative of GMR

RMLC | 1616 Westgate Circle, Brentwood, TN 37027

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