



**BMI Local Television Station
2024 License Extension**

WHEREAS, LICENSEE (as identified below) and BMI® are parties to a BMI Television Station Music Performance Group License (a “**Group License**”) or a BMI Local Television Station Music Performance License (a “**Station License**”) binding each of the local television stations owned, operated, and/or managed by LICENSEE to the terms of the applicable BMI Local Television Station Music Performance license (all such stations identified in the Station License or Schedules A and B to the Group License, as applicable, the “**Licensed Stations**”), which covered the period January 1, 2018 through June 30, 2024 on a final basis; and

WHEREAS, BMI and the Television Music License Committee (the “**TVMLC**”) are negotiating the terms and conditions of a new final BMI commercial television broadcasting station license for the period commencing July 1, 2024 (the “**Final License Agreement**”), and in order to provide additional time for such negotiation, BMI and LICENSEE desire to extend the Station Licenses from July 1, 2024 forward on an interim basis on the terms set forth herein (this “**Extension**”);

NOW THEREFORE, the parties agree as follows:

- LICENSEE represents, warrants and covenants to BMI that (a) it has the requisite right, power and authority to execute and perform this Extension, including (if LICENSEE is a Group Owner) to bind each other entity that owns or controls the Licensed Stations (LICENSEE and, if applicable, any such entities, the “**Station Licensees**”) to the terms and conditions of this Extension; (b) its execution and performance of this Extension have been duly authorized; and (c) upon execution and delivery of this Extension, this Extension and the Interim License Agreement (as defined below) will constitute the valid and binding obligations of the Station Licensees, enforceable by BMI against each Station Licensee in accordance with their terms.
- Each of the Station Licensees shall be bound by all of the license terms and conditions negotiated between BMI and the TVMLC, or adjudicated by the BMI Rate Court, which shall be memorialized in the Final License Agreement.
- In the event that BMI and the TVMLC are unable to finalize the terms of the Final License Agreement by June 30, 2024, each of the Station Licensees shall be bound by an interim license which shall embody each and every term and condition set forth in the applicable Station License except as provided herein (the “**Interim License Agreement**”). The Station Licensees’ interim monthly license fees may be adjusted based upon agreement on different interim fees by BMI and the TVMLC, or as determined by the BMI Rate Court in a proceeding between BMI and the TVMLC. The “Term” of the Interim License Agreement shall commence on July 1, 2024 and continue until the terms of a Final License Agreement are reached as a result of the ongoing negotiations between BMI and the TVMLC or a decision is rendered by the BMI Rate Court in a proceeding between BMI and the TVMLC. The final fees and other license terms agreed to by BMI and the TVMLC, or as determined by the BMI Rate Court, shall be applied retroactively to July 1, 2024. The Station Licensees shall be obligated to pay BMI any monies owed BMI as a result of any retroactive adjustment of fees, and BMI shall be obligated to credit to the Station Licensees’ account(s) any monies owed them (as may be applicable) as a result of any retroactive adjustment of fees.
- Each of the Station Licensees hereby waives the rights to make its own separate application to BMI for reasonable fees and to the BMI Rate Court for reasonable final or interim fees under Section XIV of the BMI Consent Decree for the period commencing July 1, 2024.

IN WITNESS WHEREOF, this Extension, made in New York, New York, has been duly executed by BMI and LICENSEE on _____. This Extension may be executed in counterparts. Capitalized terms used but not defined in this Extension shall have the meanings ascribed to them in the Station License or Group License, as applicable.

<u>LICENSEE</u>		<u>BROADCAST MUSIC, INC.</u>		
Licensee’s Legal Name				
Authorized Signatory’s Signature				
Print Name	Title			
Signatory’s Email Address				
Please Sign & Return this Extension to: customerrelations@bmi.com or BMI, Licensing Department, 10 Music Square E., Nashville, TN 37203		FOR BMI USE ONLY	TVMLC22_EXT	LI-2024/MAY
		Customer Number		License Type