

January 6, 2017

Elizabeth Matthews  
ASCAP  
One Lincoln Plaza  
New York, NY 10023

Re: ASCAP – Local Television Station Interim Licenses

Dear Beth:

The Television Music License Committee, LLC (“TVMLC”) having applied to the American Society of Composers, Authors and Publishers (“ASCAP”) for blanket and per program licenses authorizing public performances of copyrighted musical works in the ASCAP repertory for the term beginning January 1, 2017 for the commercial television stations it represents (“the Stations,” a list of which is attached hereto as Exhibit A, which may be amended from time to time) pursuant to Sections VI and IX(A) of the Second Amended Final Judgment entered in *United States v. ASCAP*, 41 Civ. 1395 (S.D.N.Y. 2001) (“AFJ2”), this letter sets forth the terms and conditions we have agreed upon for interim licenses for the Stations.

Specifically, ASCAP and the TVMLC agree that: (i) except as otherwise stated herein, the terms and conditions of the Local Station Blanket Television License, the Local Station Alternative Blanket Television License, and the Local Station Per Program Television License in effect for the period ending December 31, 2016 (collectively, “the Licenses”) shall continue in effect for the period beginning January 1, 2017 and ending on the date on which ASCAP and the TVMLC reach agreement on final license fees and terms subject to the right of either ASCAP or the TVMLC to give a written, thirty-day notice of termination of such period (“the Interim License Period”); (ii) the Stations shall report and pay license fees for the Interim License Period in accordance with the terms and conditions of the Licenses, subject to retroactive adjustment as determined by agreement of ASCAP and the TVMLC, or by the Court in a proceeding under Section IX of AFJ2; (iii) the interim “Blanket License Fee” (as that term is defined in the Licenses) for each Station shall be the Blanket License Fee allocated by the TVMLC to each Station for 2016; and (iv) the sixty-day negotiating period prescribed by Section IX of AFJ2 shall be extended on a month-to-month basis, subject to termination as provided herein.

ASCAP and the TVMLC further agree that, in the event that either party gives notice of termination in accordance with the preceding paragraph, they will negotiate in good faith to determine interim license fees for the period beginning on the date such termination becomes effective.

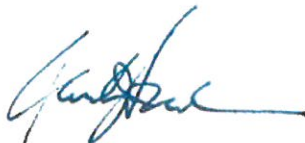
ASCAP and the TVMLC are entering into this agreement with respect to the Interim License Period without prejudice to any arguments or positions they may assert in the future as to what constitute appropriate interim license fees or reasonable blanket and per program license

fees and terms for the Stations or, in ASCAP's case, as to any other licensee, or, in the TVMLC's case, as to any other licensor.

Please confirm that the foregoing correctly states our agreement by dating and signing the enclosed copy of this letter and returning it to me.

Sincerely yours,

Television Music License Committee, LLC



Charles Sennet

Chairman

Accepted and agreed to this

\_\_\_ day of January, 2017

ASCAP

By:



Elizabeth Matthews, Chief Executive Officer