

LICENSE AGREEMENT

Dated as of August 24, 2015

Between: **Amazing Grace Movie LLC**
1633 North Stanley Avenue
Los Angeles, CA 90046

And: **Time TV Corporation**
1271 Avenue of the Americas
New York, NY 10020

The following memorializes the covenants, terms and conditions of the agreement (the "Agreement") between Time TV Corporation ("Company") and Amazing Grace Movie LLC ("Licensor") in connection with the license by Licensor to Company of certain distribution and related rights in and to the audiovisual work currently entitled "Amazing Grace" (the "Picture"). For good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged received, Licensor and Company hereby agree as follows:

1. **Conditions Precedent:** Company's obligations hereunder are expressly conditioned upon: (i) Company's receipt of Licensor's signature to this Agreement, a copyright mortgage and assignment in a form approved by Company, and an instrument of transfer in a form approved by Company; (ii) Company's receipt and approval of Licensor's insurance application, policy, additional insured certificates and endorsements as set forth herein; and (iii) Company's receipt and approval of the chain of title for the Picture as specified in the Delivery Schedule attached hereto as Schedule "A" and made part hereof (the "Delivery Schedule").
2. **Picture Specifications:** The feature-length documentary film currently entitled "Amazing Grace", directed by an uncredited Sydney Pollack, photographed in the English language on color 16mm film and capable of receiving an MPAA rating no more restrictive than an "R" (collectively, the "Specifications"). Licensor represents and warrants that the Picture has been accepted into the 2015 Telluride Film Festival ("Telluride") and the 2015 Toronto International Film Festival ("TIFF").
3. **Promotional Exclusives Territory:** The World (the "Promotional Exclusives Territory"). The Promotional Exclusives Territory, together with the Distribution Rights Territory (defined below), are collectively referred to herein as the "Territory."
4. **Promotional Exclusives Term:** Commencing upon the execution hereof and continuing through December 31, 2016, Company shall have the exclusive right to exploit the Promotional Exclusives (defined below), and commencing January 1, 2017 and continuing through December 31, 2017, the Company shall have the non-exclusive right to exploit the Promotional Exclusives (collectively, the "Promotional Exclusives Term").
5. **Promotional Exclusives:** Licensor hereby irrevocably grants to Company, on an exclusive basis except as specified above and/or below throughout the Promotional Exclusives Territory during the Promotional Exclusives Term, the following rights in and to the Picture (i) to exhibit the Picture theatrically at the Essence Festival to be held in July 2016; (ii) to create and exhibit up to six (6) individual promotional clips with four (4) such clips not exceeding three (3) minutes per clip and two (2) such clips not exceeding five (5) minutes consisting of footage from the Picture (provided, however, that Company's exhibition of the promotional clips shall be non-exclusive at all times during the Promotional Exclusives Term); (iii) to exhibit the theatrical trailer for the Picture, which exhibition rights shall be exclusive to Company for a period twenty-four (24) hours before such theatrical trailer is released for exhibition by Licensor to others and thereafter shall be non-exclusive to Company for the remainder of the Promotional Exclusives Term; and (iv) to exhibit such other content from the Picture selected by Licensor and made available to Company on a best efforts basis to support the marketing and promotion of the Picture by Company which exhibition rights shall be exclusive to Company for a

period twenty-four (24) hours before such theatrical trailer is released for exhibition by Licensor to others and thereafter shall be non-exclusive to Company for the remainder of the Promotional Exclusives Term (collectively, the "Promotional Exclusives"). The Promotional Exclusives shall include the license and privilege under copyright to, and to authorize, license and sublicense others to exhibit, distribute, transmit, reproduce, manufacture, publicly display, project, publicly perform, advertise, promote and otherwise exploit the promotional clips, theatrical trailer and other content, in any and all media, by all means of transmission and delivery, now known or hereafter devised. Licensor acknowledges and agrees that the Promotional Exclusives granted to Company include the right to advertise and promote the Picture worldwide during the Promotional Exclusives Term in any manner or media, now known or hereafter devised, including, without limitation, the right to use and license others to use Licensor's name, the title of, trailers, promotional clips and other content created for the Picture, and the name, voice and likeness of and any biographical material concerning all persons appearing in or connected with the Picture for the purpose of advertising, promoting and/or publicizing the Picture and Company; provided, however, that Company shall adhere to any pre-existing contractual restrictions concerning the use of the name, voice or likeness of and any biographical material concerning all persons appearing in or connected with the Picture of which Licensor notifies Company in writing. Without limiting the generality of the foregoing, Company agrees not to use the name, voice and likeness of and any biographical material concerning Aretha Franklin without Licensor's prior, written approval, except that Company may use the fact that Aretha Franklin appears in the Picture, and the name, voice and likeness of Aretha Franklin as it appears in promotional clips, other content and the Picture in connection with Company's exploitation of the Promotional Exclusives as and to the extent permitted herein. Notwithstanding the foregoing, nothing herein shall be construed to limit the rights Company would have as a member of the general public to the use of the name, voice or likeness of and any biographical material concerning all persons appearing in or connected with the Picture under the doctrine of "fair use" or otherwise. Licensor agrees not to institute, support, maintain or authorize any action or lawsuit on the ground that any motion picture, sound recording, or other work licensed hereunder in any way constitutes a violation of Licensor's moral rights or contains any unauthorized variation, alteration, modification, or change to the Picture. The Promotional Exclusives, together with the Distribution Rights (defined below), are collectively referred to herein as the "Rights."

6. **Promotional Exclusives License Fee:** Subject to satisfaction of the Conditions Precedent, Company shall pay to Licensor for the Promotional Exclusives granted hereunder the amount of One Hundred Thousand U.S. Dollars (USD \$100,000) (the "Promotional Exclusives License Fee"), payable in full upon execution of this Agreement by Licensor. Apart from the Promotional Exclusives License Fee, Licensor shall not be entitled to any additional compensation from Company for the rights granted hereunder, the parties hereto agree that the Promotional Exclusives License Fee is the complete and total compensation that Licensor shall be due hereunder (subject to Licensor's exercise of the Distribution Rights Option as specified in Paragraph 10 below), and the parties hereto acknowledge its sufficiency. For the avoidance of any doubt, Company shall owe no share of its profits, receipts, commissions, or sums received or deemed received in connection with its exploitation of the Promotional Exclusives granted hereunder.
7. **Distribution Rights Territory:** The United States, and its territories and possessions (the "Distribution Rights Territory").
8. **Distribution Rights Term:** If Licensor exercises the Distribution Rights Option (defined below), commencing upon the Distribution Rights Start Date (defined below) and continuing for a period of two (2) years (the "Distribution Rights Term"), Company shall have the non-exclusive right to exploit the Distribution Rights (defined below). If after expiration of the Distribution Rights Term, Licensor desires to license any of the Distribution Rights in or to the Picture in the Distribution Rights Territory, Company shall have an exclusive fifteen (15)-day right of first negotiation and five (5) day last matching right to renew, extend or further license any or all such Distribution Rights.
9. **Distribution Rights:** Licensor shall have the option, exercisable in writing on or before January 1, 2017 to license the Picture to Company on the following terms: (i) to grant to Company (A) the non-exclusive right to exhibit the Picture via advertiser-supported video-on-demand ("AVOD"), i.e., by way

of example only and not limitation, on the Hulu Classic service; (B) the non-exclusive right to exhibit the Picture via subscription video-on-demand (“SVOD”), i.e., by way of example only and not limitation, on the Netflix service; and/or (C) the non-exclusive right to exhibit the Picture via subscription and advertiser-supported video-on-demand (“S+AVOD”), i.e., by way of example only and not limitation, on the Hulu Plus service (collectively, the “Distribution Rights”); (ii) to grant to Company the Distribution Rights for exploitation commencing no later than sixty (60) days after the Picture is initially exhibited in the Distribution Rights Territory via AVOD, SVOD or S+AVOD (the “Distribution Rights Start Date”). The Distribution Rights shall include the license and privilege under copyright to, and to authorize, license and sublicense others to exhibit, distribute, transmit, reproduce, manufacture, publicly display, project, publicly perform, advertise, promote and otherwise exploit the Picture, in any and all media, by all means of transmission and delivery, now known or hereafter devised. Licensor acknowledges and agrees that the Distribution Rights granted to Company include the right to advertise and promote the Picture worldwide during the Distribution Rights Term in any manner or media, now known or hereafter devised, including, without limitation, the right to use and license others to use Licensor’s name, the title of, trailers and other materials created for the Picture, and excerpts from the Picture, and the name, voice and likeness of and any biographical material concerning all persons appearing in or connected with the Picture for the purpose of advertising, promoting and/or publicizing the Picture, Company, its licensees, and/or the program service on which the Picture is exhibited, if any. To the fullest extent permitted by applicable law, Licensor hereby assigns to Company the benefits of any provision of law known as “droit moral,” “moral rights,” or any similar law. Notwithstanding the foregoing, Licensor agrees not to institute, support, maintain or authorize any action or lawsuit on the ground that any motion picture, sound recording, or other work licensed hereunder in any way constitutes a violation of Licensor’s moral rights or contains any unauthorized variation, alteration, modification, or change to the Picture. Notwithstanding any contrary provision of this Agreement, Company shall have the unrestricted right to assign or license to any person, on either an exclusive or non-exclusive basis, or otherwise exploit, any or all of the Rights by such manner and means and on such terms and conditions as Company deems appropriate, including without limitation the assignment or licensing of any exhibition or distribution rights to exhibitors, sub-distributors, consumers, end-users and other persons and the granting to such third parties of the right to further license or assign the rights granted to them by Company. Nothing contained in this Agreement is intended to limit or restrict in any manner the full and unrestricted exercise by Company (and its licensees) of any of the Rights as Company deems appropriate, and the foregoing is intended by the parties to be a specific consent by Licensor to such licensing and assignment (and further licensing and assignment by Company and its assignees and licensees) and to overcome any restrictions on such licensing or assignment arising under the case Gardner v. Nike, 279 F.3d 774 (9th Cir. 2002).

10. **Distribution Rights License Fee:** Subject to satisfaction of the Conditions Precedent, and subject to exercise by Licensor of the Distribution Rights Option, Company shall pay to Licensor for the Distribution Rights granted hereunder: (i) the amount of Twenty Thousand U.S. Dollars (USD \$20,000) per year of the Distribution Rights Term if AVOD rights are granted to Company; (ii) the amount of Twenty-Five Thousand U.S. Dollars (USD \$25,000) per year of the Distribution Rights Term if SVOD rights are granted to Company; and/or (iii) the amount of Ten Thousand U.S. Dollars (USD \$10,000) per year of the Distribution Rights Term if S+AVOD rights are granted to Company. The foregoing amounts (as applicable) shall be payable for the first year of the Distribution Rights Term in four (4) equal quarterly installments commencing on the Distribution Rights Start Date, and for the second year of the Distribution Rights Term in four (4) equal quarterly installments commencing on the first anniversary of the Distribution Rights Start Date. Company shall be entitled to withhold from the Distribution Rights License Fee any legally required withholding taxes and any other sums as may be required by applicable law. Apart from the Distribution Rights License Fee, Licensor shall not be entitled to any additional compensation from Company for the rights granted hereunder, the parties hereto agree that the Distribution Rights License Fee is the complete and total compensation that Licensor shall be due hereunder, and the parties hereto acknowledge its sufficiency. For the avoidance of any doubt, Company shall owe no share of its profits, receipts, commissions, or sums received or deemed received in connection with its exploitation of the Distribution Rights granted hereunder.

11. **Delivery:** For the purposes of this Agreement, "Delivery" shall mean Licensor's delivery to and acceptance by Company of all delivery materials ("Delivery Materials") as set forth on the Delivery Schedule, and receipt by Company of written notice from Licensor of its completion of Delivery. The Delivery Materials shall be delivered to a location specified by Company at Licensor's sole cost and expense. Licensor is required to complete Delivery by no later than December 31, 2015 (the "Delivery Date"). Company shall have thirty (30) days from delivery of the Delivery Materials to review the Delivery Materials and to advise Licensor of any deficiencies relating thereto, and Licensor shall correct any such deficiencies to the reasonable satisfaction of Company. In the event that Delivery is not complete by the Delivery Date, Company will provide written notice to Licensor of the items that have not yet been satisfactorily delivered, Licensor shall correct any such deficiencies to the reasonable satisfaction of Company within thirty (30) days. In the event that Licensor fails to cure the deficiencies by the foregoing deadline, Company will have the option, in its sole discretion, to terminate this Agreement and to have the Promotional Exclusives License Fee previously paid by Company repaid to Company. Alternatively, if Delivery is not complete by the Delivery Date, Company shall have the option, at its sole discretion and to the extent possible, to create any items required to complete Delivery and to obtain reimbursement for all of the costs associated therewith from Licensor hereunder. For the avoidance of doubt, Licensor is solely responsible for obtaining from all applicable individuals or entities, any and all required rights, releases, consents, clearances, licenses, and other authorizations which are necessary to exploit the Rights granted herein. Nothing herein shall relieve Licensor of its obligations to deliver the Picture hereunder. In the event Licensor exercises the Distribution Rights Option, and notwithstanding the completion of delivery of the Delivery Materials set forth on the Delivery Schedule attached hereto as Schedule "A," Licensor shall deliver such additional delivery materials as Licensor reasonably may require to exploit the Distribution Rights (the "Additional Delivery Materials"). A revised Delivery Schedule incorporating the Additional Delivery Materials will be negotiated in good faith between Licensor and Company, and once finalized, Licensor shall complete the delivery of the Additional Delivery Materials to Company, at Licensor's sole cost and expense, no later than ninety (90) days prior to the Distribution Rights Start Date. Company shall have thirty (30) days from delivery of the Additional Delivery Materials to review the Additional Delivery Materials and to advise Licensor of any deficiencies relating thereto, and Licensor shall correct any such deficiencies to the reasonable satisfaction of Company. In the event that Delivery is not complete by the date that is ninety (90) days prior to Distribution Rights Start Date, Company will provide written notice to Licensor of the items that have not yet been satisfactorily delivered, Licensor shall correct any such deficiencies to the reasonable satisfaction of Company within thirty (30) days. In the event that Licensor fails to cure the deficiencies by the foregoing deadline, Company will have the option, in its sole discretion, to terminate this Agreement and to have the Distribution Rights License Fee, if previously paid by Company, repaid to Company.
12. **Credits:** Licensor shall include the following screen credits for Company in the Picture: (i) a presentation logo for Time Inc. (or at Company's election, for TIME) in first position among the opening credits, or in second position only to any presentation credit(s) accorded to distributor(s) of the Picture, or if there are no opening credits, the foregoing Time Inc. (or "TIME" if applicable) presentation credit shall appear first in time at the opening of the film; (ii) an "In Association With" production company credit in last position in the main titles as follows "A Time Inc. [or "A TIME", if applicable] Presentation in association with Rampante," or if no production company credits appear in the main titles, the "A Time Inc. [or "A TIME", if applicable] Presentation in association with Rampante," credit shall appear in last position in the end titles; and (iii) an executive producer credit for Alexandra Johnes. The foregoing screen credits shall be incorporated into the Picture prior to exhibition of the Picture at Telluride, and shall appear on all prints and copies of the Picture for Telluride, TIFF and all subsequent exhibitions of the Picture in any and all media and on all advertising and publicity materials for the Picture. Notwithstanding the foregoing, Company acknowledges and agrees that the screen credits for Telluride may vary from the foregoing requirements, and Company acknowledges that it has reviewed and approved the final screen credits to be accorded to Company for the version Picture that will be exhibited at Telluride, and Licensor agrees not to modify such approved screen credits for Company in such version without Company's prior, written consent. For clarity, the presentation logo for Time Inc. (or for TIME if applicable) shall appear on the poster and in paid ads for the Picture and

the words "A Time Inc. [or "A TIME", if applicable] Presentation in association with Rampante" shall appear in all press, award submissions, paid ads, advertising and publicity materials for the Picture, which presentation credit may be in second position to the presentation credit accorded to distributors of the Picture. Licensor also shall include in its press conferences, briefings and/or junkets for Telluride, TIFF and all subsequent exhibitions of the Picture appropriate references to Time Inc. and its involvement with the Picture, which references shall be approved in writing by Company. Licensor hereby represents and warrants that it has obtained all of the necessary rights and clearances to employ the names and likenesses of those appearing in the Picture (and the name of the director) in all of the marketing, advertising, publicity and promotion of the Picture, without restriction.

13. **Exploitation and Marketing:** Except as specifically granted to Company herein, Licensor shall have complete discretion and control as to the time, manner and terms of distribution, exhibition, licensing, exploitation, advertising and marketing of the Picture. Company will use commercially reasonable efforts to accommodate Licensor's requests for use of archival material owned or controlled by Time Inc. in connection with Licensor's efforts to market and publicize the Picture.
14. **Third-Party Payments:** Licensor hereby represents and warrants that it has obtained all of the necessary consents, clearances, agreements and documentation required in order for Company to exploit the Rights and to be permitted to employ the names and likenesses of all persons or entities appearing in a recognizable way in the Picture in all of the publicity, promotion, marketing and advertising related to the Picture. Company shall not be responsible for any additional payments, including, without limitation, union or guild residuals or supplemental market payments, royalties, reuse fees, deferrals, bonuses, profit participations, music payments or any other amounts arising as a result of Company's exploitation of the Rights granted hereunder (however, Licensor represents and warrants that all such items shall be fully and appropriately cleared and paid for to the full extent of the Rights licensed to Company hereunder).
15. **Edits:** Except as expressly set forth below, Company shall not make changes, cuts or edits to the Picture without the prior written approval of Licensor, such approval not to be unreasonably withheld or delayed. Notwithstanding the foregoing, Company shall have the right to cut, edit, delete from, dub and subtitle the Picture in its sole discretion solely for the following reasons: (i) to create close captioned versions of the Picture as is customary for exploitation of the Picture; and (ii) to avoid legal liability and/or conform the Picture to meet the requirements of a governmental censorship authority or comply with local or national broadcast standards or any other applicable laws or standards (including obscenity laws or standards). If Licensor exercises the Distribution Rights Option, Company also shall have the right to cut, edit, delete from, dub and subtitle the Picture in its sole discretion solely for the following reasons: (i) to insert bugs, advertising, sponsorships or other commercial materials (including, without limitation, such promotional and commercial material that may run concurrently with the end credits); (ii) to insert or imbed interactive and digitally created elements into the Picture in a manner which is then current in the motion picture and television industries; (iii) to squeeze and compress the Picture and the credits in a manner which is then current in the motion picture and television industries; (iv) to create promotional materials; (v) to meet time and/or standards requirements of airlines and television broadcasters; (vi) to ensure that the Picture does not receive a more restrictive MPAA rating than "R"; and (vii) to create and license clips from the Picture in a manner which is customary in the motion picture and television industries, and/or to authorize any person or third party to do the foregoing.
16. **Representations and Warranties:** Licensor represents and warrants to Company with respect to the Picture that: (i) Licensor has all the rights, capacity and authority necessary to enter into this Agreement and to perform all of its obligations hereunder and to exclusively grant, sell, assign, transfer and convey to Company all the Rights granted or purported to be granted herein; (ii) there shall be no defects in the chain-of-title to the Picture, the screenplay or any other literary, musical or dramatic material upon which the Picture is based which would adversely affect any of Company's rights; (iii) Licensor owns or controls all literary, dramatic, musical synchronization and mechanical rights contained in the Picture; (iv) Licensor owns or controls the exclusive rights to authorize the manufacture, distribution, exhibition, sale, marketing, advertising, publicizing, promotion and exploitation of the Picture throughout the Territory in the manner and form contemplated by this Agreement; (v) without limiting the generality of

the foregoing, Licensor has obtained all of the rights, permissions and licenses required to grant the Rights granted herein to Company and to enable Company to fully exploit the Picture (including, without limitation, the right to use performers' names, images, likenesses and biographies to advertise, publicize and promote the Picture), and Licensor shall be solely responsible for the payment of all of these third party rights, including, without limitation, all production expenses, taxes, fees, charges, salaries and all fees and charges required to be paid by union or guild arrangements; (vi) with respect to the Territory, Licensor has no other agreement for license or distribution with any other person or entity with respect to the Picture which may conflict or interfere or be inconsistent with any of the provisions of this Agreement or the enjoyment by Company of the rights granted to it hereunder; (vii) Licensor has obtained all rights, clearances, consents and approvals necessary to the use and exploitation of each and every item of footage and/or music and/or sound effect included in the Picture, to the full extent of the Rights granted to Company hereunder, and Licensor has adequate written documentation to this effect in respect of each and every performer, contributor, person or entity having performed services in respect of or appearing in the Picture in a recognizable way, in any way, shape or form, all in a manner consistent with customary practices for theatrically released motion pictures in the United States; (viii) there are not now nor shall there be during the Term any liens or encumbrances against the Picture which will adversely affect or interfere with any of the Rights granted herein, and all costs of production (including, without limitation, all compensation, laboratory costs, license fees, royalties, and any and all music costs and/or licenses) have been paid in full and all clearance of elements contained therein (including, without limitation, music) has been secured for use by Company for the full extent of all Rights granted herein; (ix) with respect to music, and without limiting the generality of the foregoing, every musical composition contained in the Picture and every performance of a musical composition contained in the Picture has been licensed for use in and in connection with the Picture (including, without limitation, for use in trailers, whether "in-context" or "out-of-context") for the entire Term on a "flat buy-out basis" for the Territory, so that no payment of any kind shall be required other than the one-time fixed fee provided in the applicable license, all of which fees are fully paid; and in particular, no residuals, royalties, reuse fees, mechanical rights fees or any other fees or costs of any kind shall be required for use of any such performance or composition as contemplated herein; (x) there is no claim, action, suit, investigation or proceeding relating to or affecting the Picture pending or threatened, before any federal, state, provincial, county, municipal, administrative or governmental instrumentality, at law or in equity; (xi) nothing contained in the Picture or in the ancillary material to be supplied to Company hereunder, nor the entering into or performing of this Agreement, nor the exercise of any of the rights granted hereunder, will violate or infringe upon any rights whatsoever (including, without limitation, any copyright (whether common law or statutory), patent, trademark, and right of privacy or publicity, or other moral, literary, artistic, dramatic, private, personal, civil or proprietary right or interest) of any third persons or result in any other liability; (xii) the Picture shall not defame, slander, libel or hold in false light any person or entity; (xiii) there has been no prior exploitation in the Territory of the Picture in theaters, on television or on-line, either by Licensor or by any other party; (xiv) all materials required to be delivered pursuant to this Agreement shall be made available to Company pursuant to the terms hereof, and all such materials will be of technically acceptable quality; (xv) the Picture will be delivered in accordance with the Specifications; and (xvi) Licensor shall comply with all applicable law in its performance hereunder including without limitation those with respect to the collection and protection of personally identifiable information, foreign corrupt practices, endorsements and sponsorships.

17. **Indemnity:** Licensor shall at all times defend, indemnify and hold harmless Company, its parent, subsidiary and affiliated companies, and their respective successors, licensees, distributors, and assigns and their respective officers, directors, shareholders, employees, attorneys, agents and other representatives from and against any and all claims, actions, suits, judgments, obligations, damages, losses, penalties, liabilities, costs and expenses (including, without limitation, fees and disbursements of counsel) of whatsoever kind and nature imposed on, incurred by, or asserted against Company in any action, claim or proceeding between Company and Licensor or between Company and any third party or otherwise, arising out of or in connection with the exercise of any of the Rights granted herein or out of any breach by Licensor of any representation, warranty, covenant or other provision hereof.

18. **Insurance:** Licensor will obtain, from insurance companies approved by Company, and maintain in full force and effect industry standard Errors & Omissions liability insurance issued by a nationally recognized insurance carrier pre-approved in writing by Company covering the Picture in accordance with the specifications on Schedule I, with minimum limits of at least One Million U.S. Dollars (USD \$1,000,000) per claim and Three Million U.S. Dollars (USD \$3,000,000) for all claims in the aggregate with a deductible of not more than Twenty-Five Thousand U.S. Dollars (USD \$25,000). Such insurance policy shall: (i) include Company and its parent, subsidiaries, licensees, successors, related and affiliated companies, and its and their officers, directors, agents, employees, representatives and assigns as additional insureds as set forth on Schedule I; and (iii) contain an endorsement that negates the “other insurance” clause in the policy and be endorsed by the insurance carrier to indicate coverage is primary and any insurance maintained by the additional insureds is neither primary nor non-contributory; and (iv) provide coverage for any claims related to the Picture, and advertising and promotion materials with respect thereto, including music and title coverage in all media, throughout the universe. Licensor shall deliver to Company valid insurance certificates (in form and substance reasonably satisfactory to Company) evidencing the insurance coverage required hereby and in compliance with the specifications set forth on Schedule I. The insurance policy required to be maintained by Licensor hereunder shall be primary and shall not require contribution from any coverage maintained by Company. Such insurance policy shall be cancellable only upon thirty (30) days’ prior written notice to Company.
19. **Copyright:** The copyright in the Picture will be held by Licensor, and Licensor shall register, renew, extend and protect such copyright in its name for the maximum period of time allowed by law and furnish Company with copies of such registrations. If Licensor fails to do so, Company shall have the right to register the copyright in Licensor’s name in the U.S. Copyright Office. In addition, Company shall have the right to take such steps and to institute such suits and proceedings as Company may deem necessary or advisable to protect the copyright in the Picture and its elements and to prevent any infringement thereof. In connection with the foregoing, Licensor hereby irrevocably appoints Company as its attorney-in-fact with the full power to execute any and all documents as may be required. This appointment shall be a power coupled with an interest.
20. **Security Interest:** If Licensor exercises the Distribution Rights Option, as security for the performance by Licensor of all of its obligations hereunder, Licensor hereby grants and assigns to Company a mortgage of copyright and a continuing security interest in all of Licensor’s right, title and interest in and to the Picture and all allied, ancillary, subsidiary and derivative rights therein and all proceeds thereof, whether now in existence or hereafter made, acquired or produced. Licensor agrees to execute all such documents as Company may reasonably require in order to effectuate the security interest, including without limitation, the instrument of transfer/short form license agreement and copyright mortgage and assignment specified in the Delivery Schedule. In the event Licensor fails to execute any such documents, Licensor hereby appoints Company as its irrevocable attorney-in-fact with the power to execute such documents as may be required in connection with the perfection and continuation of the security interest. This appointment shall be a power coupled with an interest. Company shall have all rights of a secured party under the Uniform Commercial Code and Licensor hereby authorizes Company to file a UCC-1 Financing Statement in any jurisdiction deemed to be appropriate by Company in order to perfect the security interest granted to Company herein.
21. **Default:** At Company’s option and upon written notice given to Licensor, Company shall have the right to terminate this Agreement and shall be entitled to immediate repayment of all out-of-pocket costs incurred by Company in connection with the Picture (including without limitation, the Promotional Exclusives License Fee and/or Distribution Rights License Fee [if applicable]) and may declare all obligations hereunder due and owing and may proceed to enforce payment and performance by Licensor and exercise all of Company’s rights and remedies at law or equity, if (i) Licensor breaches any covenant, agreement or obligation under this Agreement and fails to cure such breach within five (5) days of receiving written notice Company (except such right to cure shall not apply to Licensor’s failure to deliver the Picture by the Delivery Date); (ii) any representation or warranty made by Licensor is untrue or incomplete in any material respect on or as of the date made; (iii) Licensor becomes insolvent or a petition under any bankruptcy or insolvency law shall be filed by or against Licensor or any property of Licensor is attached and such attachment is not released within ten (10) days or if Licensor

executes an assignment for the benefit of creditors or if a receiver, custodian, liquidator or trustee is appointed for Licensor; or (iv) the security interest granted by Licensor to Company shall cease to be enforceable or perfected or of the same effect and priority purported to be created hereby. Without limiting any other remedies available to it hereunder or by law, Company shall have the right to withhold and reserve from any monies whatsoever payable to Licensor hereunder, sums reasonably sufficient to secure Company from and against Licensor's liabilities or the breach of any of its obligations under this Agreement.

22. **Limitation of Remedies:** In the event of any dispute relating to the subject matter of this Agreement, Licensor shall be limited to its remedies at law for monetary damages, if any, actually sustained by Licensor. Further, Licensor agrees that it shall not seek to or be entitled to enjoin Company's distribution, advertising or exploitation of the Rights granted herein or to terminate or rescind the Agreement.
23. **Rights in Bankruptcy:** All rights and licenses granted pursuant to any section of this Agreement are, and will otherwise be, for purposes of Section 365(n) of the U.S. Bankruptcy Code and/or any similar or comparable section of the U.S. Bankruptcy Code (as such sections may be modified, amended, replaced, or renumbered from time to time), executory licenses of rights to "intellectual property," as defined under Section 101 (35A) of the U.S. Bankruptcy Code and/or any similar or comparable section of the U.S. Bankruptcy Code (as such sections may be modified, amended, replaced, or renumbered from time to time). The parties will retain and may fully exercise all of their respective rights and elections under the U.S. Bankruptcy Code. Accordingly, the licensee of such rights shall retain and may fully exercise all of its rights and elections under the U.S. Bankruptcy Code. Upon the commencement of bankruptcy proceedings by or against either party under the U.S. Bankruptcy Code, the other party shall be entitled to retain all of its license rights and use rights granted under this Agreement.
24. **Notices:** All notices hereunder must be in writing and must be personally delivered or be sent by registered or certified mail, postage prepaid, and/or by courier. The address for all notices required to be sent to Licensor shall be:

AMAZING GRACE MOVIE LLC
1633 North Stanley Avenue
Los Angeles, CA 90046
Attention: Alan Elliott

With copies to:

Todd W. Musburger, Ltd.
142 E. Ontario, Suite 500
Chicago, IL 60611
Attention: Todd W. Musburger, Esq.

and

WME
9601 Wilshire Blvd., Third Floor
Beverly Hills, CA 90210
Attention: Liesl Copland & Tom McGuire

The address for all notices required to be sent to Company shall be:

TIME TV CORPORATION
1271 Avenue of the Stars
New York, NY 10020
Attention: General Counsel

With a copy to:

Frankfurt Kurnit Klein & Selz, P.C.
488 Madison Avenue
New York, NY 10022

25. **Confidentiality:** Neither party shall disclose to any third party (other than their respective employees, in their capacity as such) any information with respect to this Agreement except: (i) to the extent necessary for Licensor to enter into agreements with third parties to distribute the Picture; (ii) to the extent necessary for Licensor to comply with Licensor's disclosure obligations to third parties from which Licensor has been granted rights in the Picture; (iii) to the extent necessary to comply with law or the valid order of a court of competent jurisdiction; (iv) as part of its normal reporting or review procedure to its parent or subsidiary company, its partners, its auditors and its attorneys; and (v) in order to enforce or defend its rights pursuant to this Agreement in a legal proceeding. Notwithstanding the foregoing, Company may issue a press release announcing its involvement with the Picture.
26. **Further Instruments:** Licensor shall duly execute and deliver to Company any and all assignments or instruments which Company may deem necessary to carry out and effectuate the purposes and intent of this Agreement, including without limitation, separate assignments of any rights granted by Licensor in this Agreement. In the event Licensor fails to execute any such instrument, Licensor hereby irrevocably appoints Company as Licensor's attorney in fact, which appointment shall be deemed a power coupled with an interest, with full rights of substitution and delegation, to execute any such instruments in Licensor's name and on Licensor's behalf.
27. **Assignment:** Company shall have the right to freely assign, license or otherwise transfer this Agreement or any of its rights or any interest hereunder to any entity(ies), provided that Company will remain secondarily liable for all of its representations, warranties, and obligations contained in this Agreement. Any assignment by Company shall be binding upon Licensor and shall inure to the benefit of Company, its successors, licensees and assignees. Licensor may not enter into any assignment of its rights and obligations hereunder, without Company's prior written consent unless such assignment is to a parent company or related entity or pursuant to a merger, acquisition or sale of all or substantially all of the assets of Licensor, provided that such assignee assumes all of Licensor's obligations hereunder and Licensor remains at all times primarily liable.
28. **No Obligation:** Nothing in this Agreement shall obligate Company to use or exploit the Picture or any Rights herein granted. Company's obligations to Licensor under this Agreement will be fully performed by the payment to the Licensor of the License Fee.
29. **Use of Name.** Licensor shall not acquire any right to use the name of Company or its affiliates or any designs or trademarks, tradenames, copyrights or other intellectual property of Company or its affiliates, except as expressly authorized in this Agreement.
30. **Miscellaneous:** This Agreement supersedes and cancels all prior negotiations and understandings between the parties and contains all of the terms, conditions and agreements of the parties with respect to the transactions contemplated herein. No modification of this Agreement shall be valid or binding unless in writing and executed by both parties. Nothing herein contained shall in any way create any association, partnership, joint venture or the relation of principal and agent between the parties. The titles and captions in this Agreement are inserted for reference and convenience only and in no way define, limit or describe the scope of this Agreement or intent of any provision. No waiver by either party of a breach or default hereunder shall be deemed a waiver by such party of a subsequent breach of like or similar nature. This Agreement may be signed in counterparts and each such counterpart shall constitute an original document, and all such counterparts, taken together, shall constitute one and the same instrument. Counterparts delivered by facsimile or ".pdf" electronic copies shall have the same force and effect as an original. If a provision of this Agreement is prohibited or invalidated under applicable law, the remainder of the Agreement shall remain unaffected. Neither of the parties hereto

shall hold itself out contrary to the terms of this provision, by advertising or otherwise. This Agreement is not for the benefit of any third party. This Agreement shall be governed by the laws of the State of New York applicable to contracts made and entirely performed therein. All actions, proceedings or litigation brought by any party hereto relating to this Agreement shall be instituted and prosecuted exclusively within the Federal and State courts situated within the City of New York and State of New York, and the parties hereby agree and submit to the jurisdiction and venue of such courts for such purposes.

AGREED AND ACCEPTED as of the date first written above:

TIME TV CORPORATION

By: 
Name: Michael J. Bolinger
Title: SVP, Business and Legal Affairs, TV and Video
Date: 2-12-16

AMAZING GRACE MOVIE LLC

By: _____
Name: _____
Title: _____
Date: _____

shall hold itself out contrary to the terms of this provision, by advertising or otherwise. This Agreement is not for the benefit of any third party. This Agreement shall be governed by the laws of the State of New York applicable to contracts made and entirely performed therein. All actions, proceedings or litigation brought by any party hereto relating to this Agreement shall be instituted and prosecuted exclusively within the Federal and State courts situated within the City of New York and State of New York, and the parties hereby agree and submit to the jurisdiction and venue of such courts for such purposes.

AGREED AND ACCEPTED as of the date first written above:

TIME TV CORPORATION

AMAZING GRACE MOVIE LLC

By: _____
Name: _____
Title: _____
Date: _____

By: 
Name: ALAN FILCOTT
Title: PRODUCER
Date: 9.3.15

SCHEDULE "A"
DELIVERY SCHEDULE

GENERAL

All required materials to be delivery electronically with all files clearly organized and labeled to conform to each of the items listed below.

PROMOTION

Photo/Video/Audio Assets

1. Minimum Of 25 High Resolution Stills (300dpi, minimum 10MB) including Producers' Portraits. All Images Must be Approved and Include a Caption Sheet (indicating who appears in the image, scene reference and photo credit).
2. High Resolution Fully Layered Key Art .psd File, Containing Separate Layers For Billing Block, Font, Title Treatment And Obligated Logos.
3. High Resolution Digital of the Picture's Title-Style, and Visual Depiction of the Paid Advertising Credits (to reflect the positioning and sizing of the typeface required as per contractual credits).
4. Electronic Press Kit.
5. Quicktime ProRes 422 HD Texted and Textless Masters of Theatrical Trailer (specification: 1080 23.98psf original aspect ratio, 5.1 on channels 1-6, LT/RT on 7&8, M&E on channel 9&10).
6. Quicktime ProRes 422 HD Texted and Textless Masters of Other Content Selected by Licensor (minimum 60 minutes) (specification: 1080 23.98psf original aspect ratio, 5.1 on channels 1-6, LT/RT on 7&8, M&E on channel 9&10).

Documentation

7. Country of Production, Year of Production, Shooting Format, Ratio, Color/BW, Duration, Sound System, All Spoken Languages in the Film, Budget of Production, Copyright Owner and Notice, Production Company Name.
8. Short & Long Synopses, Producer's Statement, About the Production / Cast / Filmmakers and Full Cast and Crew Credits.
9. Billing Block and Obligated Logos.

PRODUCTION

Video/Audio Assets

10. Quicktime ProRes 422 HD Texted and Textless Masters of the Picture (specification: 1080 23.98psf original aspect ratio, 5.1 on channels 1-6, LT/RT on 7&8, M&E on channel 9&10).
11. DCP Print of the Picture suitable for exhibition at the Essence Festival.
12. Private, password-protected link for on-line viewing (i.e., via Vimeo or similar) and 10 DVD Screeners of the Picture.

Documentation

Music

13. All Music Licenses and Composer Agreements (all music cleared for worldwide, all media, perpetual exploitation).
14. Music Cue Sheet.

Clips/Images

15. All Clip and Image Licenses (all clips and images cleared for worldwide, all media, perpetual exploitation). For Getty and CNN Licenses, Provide Usage Report.
16. Visual Cue Sheet.

Script

17. Final, Time-Coded Transcript.

Credits

18. Final Main and End Credits.
19. Credit Obligation Statement.

Legal

20. Errors & Omissions Insurance Application, Policy, and Additional Insured Certificate.
21. Copyright Report (required) and Legal Opinion (if available).
22. Title Report (required) and Legal Opinion (if available).
23. Chain of Title Documentation (including copies of all instruments or contracts covering the acquisition of literary, dramatic, music and other works and materials of whatever nature which the Picture may be based and/or used in the production of the Picture).
24. Instrument of Transfer.
25. Certificate of Origin.

**Schedule I
Insurance Requirements**

CERTIFICATE HOLDER

TIME INC., ANDANTE, LLC DBA RAMPANTE, AND THEIR PARENT, SUBSIDIARY, AFFILIATED AND RELATED COMPANIES, LICENSEES, SUCCESSORS, INCLUDING OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, REPRESENTATIVES, AND ASSIGNS OF ANY OF THE FOREGOING

ERRORS & OMISSIONS - PROFESSIONAL LIABILITY

Limit of liability: \$1,000,000 (occurrence) / \$3,000,000 (aggregate)

Primary and Not Contributory

If the policy is written on an "occurrence" basis, Company shall maintain the policy for the full period of Company's exhibition rights. If the policy is written on a "claims-made" basis, the policy must remain in effect for a period of three (3) years after the last exhibition of the Picture.

CERTIFICATE HOLDER (AND ANY OF CERTIFICATE HOLDER'S PARENTS, SUBSIDIARIES AND AFFILIATES IDENTIFIED BY CERTIFICATE HOLDER) SHALL BE NAMED AS ADDITIONAL INSURED AS RESPECTS:

Company's Errors & Omissions-Professional Liability Policy

WRITTEN NOTICE OF CANCELLATION

Thirty (30) days cancellation, non-renewal, failure to renew, non-payment of premium, or material reduction

A- VIII BEST RATED INSURANCE CARRIERS REQUIRED