

**Synchronization License Agreement (Film/Trailer)**

Dated: February 25, 2019

THIS LICENSE AGREEMENT ("Agreement") is made by and between EMI ENTERTAINMENT WORLD, INC. on behalf of the "Publisher" specified below in connection with the Composition licensed herein, 25 Madison Avenue, 24th Floor, New York, NY 10010-8601 and Amazing Grace LLC, 1633 N. Stanley Ave., Hollywood, CA 90046 ("Producer"). All capitalized terms in this Agreement are defined in paragraph 1 of the standard terms and conditions ("Standard Terms"), attached hereto as set forth in the Agreement, unless otherwise indicated. The parties hereto hereby agree that the Standard Terms are binding and are incorporated into this Agreement. In the event of any inconsistency(ies) between the provisions of the Standard Terms and the provisions set forth directly below, the latter shall control.

WHEREAS, Producer is engaged in the motion picture / film industry, and whereas Publisher controls the music publishing rights in and to certain musical compositions; and

WHEREAS, Producer desires to obtain and Publisher desires to grant a license for the use of certain specified Composition(s) in the certain specified Motion Picture and/or Trailer(s), as indicated below;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

PRODUCTION:	Amazing Grace Motion Picture
<u>CREDIT INFORMATION:</u>	
COMPOSITION:	As detailed in Schedule A
WRITERS:	As detailed in Schedule A
PUBLISHER:	As detailed in Schedule A All rights reserved.
% OWNED/CONTROLLED:	As detailed in Schedule A
COLLECTION SOCIETY:	ASCAP / BMI / SESAC
MFN:	With Master, With Co-Publishers, With all songs in the Production
TOTAL FEE DUE:	<b>Ten Thousand Dollars And Zero Cents (\$10,000.00)</b> See Schedule A for Individual Composition Fee details
<u>Initial:</u>	
TERRITORY:	World
TERM:	Perpetuity commencing December 14, 2018
USE / TIMING:	As detailed in Schedule A
RIGHTS GRANTED:	All Media NKHD
FEE:	In consideration of the sum of the following:

(a) Our pro-rata share of Two Thousand Five Hundred Dollars And Zero Cents (\$2,500.00) per Composition, as detailed in Schedule A, to be paid within sixty (60) days of the date hereof; but in any event prior to the first exhibition of the Motion Picture,

(b) Our pro-rata share of Two Thousand Five Hundred Dollars And Zero Cents (\$2,500.00) per Composition, as detailed in Schedule A, to be paid within fifteen (15) days of VARIETY's initial publication that the worldwide total revenue receipts of the Motion Picture, based on all forms of exploitation, reach Five Hundred Thousand Dollars (\$500,000.00);

(c) Our pro-rata share of Two Thousand Five Hundred Dollars And Zero Cents (\$2,500.00) per Composition, as detailed in Schedule A, to be paid within fifteen (15) days of VARIETY's initial publication that the worldwide total revenue receipts of the Motion Picture, based on all forms of exploitation, reach One Million Dollars (\$1,000,000.00);

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(d) Our pro-rata share of Two Thousand Five Hundred Dollars And Zero Cents (\$2,500.00) per Composition, as detailed in Schedule A, to be paid within fifteen (15) days of VARIETY's initial publication that the worldwide total revenue receipts of the Motion Picture, based on all forms of exploitation, reach Three Million Dollars (\$3,000,000.00);

(e) Our pro-rata share of Two Thousand Five Hundred Dollars And Zero Cents (\$2,500.00) per Composition, as detailed in Schedule A, to be paid within fifteen (15) days of VARIETY's initial publication of all worldwide total revenue receipts of the Motion Picture, based on all forms of exploitation, for each increment of Two Million Dollars thereafter (i.e. \$5,000,000.00; \$7,000,000.00; \$9,000,000.00; etc)

SUPPLEMENTAL PROVISIONS: Cue sheets and screen credits are not required for Trailers; they are required solely for Motion Pictures.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed as of the date first written above, and acknowledge and agree that this AGREEMENT includes the Standard Terms attached below.

EMI ENTERTAINMENT WORLD, INC. on behalf of  
PUBLISHER

Amazing Grace LLC

By \_\_\_\_\_  
An Authorized Signatory

By  030  
An Authorized Signatory

Schedule A

COMPOSITION	WRITERS	OUR CONTROLLED INTEREST/PUBLISHER/US PRS	USE / TIMING	INITIAL FEE (a) – (e)
Mary Don't You Weep	Inez Andrews	(100%) Screen Gems-EMI Music Inc. (BMI)	(1) Visual Vocal / Full Use	\$2,500.00
Old Landmark	A. M. Brunner	(100%) Screen Gems-EMI Music Inc. (BMI)	(1) Visual Vocal / (02:57)	\$2,500.00
Wholy Holy	Rinaldo Benson, Alfred W Cleveland, Marvin Gaye	(100%) FCG Music, Jobete Music Co Inc., MGIII Music, NMG Music, Stone Agate Music (ASCAP, BMI)	(2) Visual Vocal / (06:56)	\$2,500.00
You've Got A Friend	Carole King	(100%) Colgems-EMI Music Inc. (ASCAP)	(1) Visual Vocal / (03:20)	\$2,500.00

## STANDARD TERMS

### 1. Definitions.

(a) "Agreement" means this synchronization license agreement, which encompasses (i) the parties' mutually negotiated standard terms and conditions ("Standard Terms") as set forth below, and (ii) the signed instrument to which the Standard Terms are attached which lists specific Term, Territory, Usage, Composition, and Production details in connection with the licensed use of the Composition in the Production, as executed by the parties hereto. The parties acknowledge and agree that the Standard Terms are binding and are incorporated into this Agreement.

(b) All rights granted hereunder shall be specifically set forth above, and pertain to Producer's right to synchronize Composition solely in the Production as set forth in this Agreement for the purpose of exhibiting, transmitting or distributing the Production (embodying the Composition) substantially in its entirety in any or all of the following media, or otherwise, as specifically stated above. "All Media NKHD [NKHD shall mean 'now known or hereafter devised']" means all forms of media now known or hereafter devised, via any means of transmission or method of distribution whether now known or hereafter devised (whether via electronic, cable, internet, fiber optic, phone line, power line, wireless, or other technology), to any type of motion picture theater, television or video receiver, personal computer, wireless device, or any other viewing or storage device, stationary or portable, handheld or otherwise, including without limitation: "Theatrical" (i.e., exhibiting and publicly performing for profit or non-profit the Production in motion picture theaters, film festivals, and other places of public entertainment where motion pictures are customarily exhibited); "Free TV" (i.e., network, local), "Basic Cable" (i.e., standard cable, e.g., CNN), "Pay Subscription Cable" (i.e., pay TV subscription channels and expanded cable networks), "Satellite TV" (i.e., DBS, etc.), "Closed Circuit TV", "VOD" (i.e., video-on-demand, free ("FVOD") and subscription ("SVOD"), regardless of the means of data retention/transmission, for personal use, including PPV), "PPV" (i.e., pay-per-view, for personal use, for a separate fee to consumer), "Internet Streaming"/ "Internet Downloads" (i.e., websites, online, etc.), "Wireless Streaming"/ "Wireless Downloads" (i.e., mobile telephones, etc.); "All Video NKHD" (e.g., all audio-visual products for personal use now known or hereafter devised, including without limitation, unless otherwise set forth above, tangible physical video discs/cassettes for insertion into a player ("Video – Physical"), and other digital video devices and electronically delivered copies regardless of the means of data retention ("Video – Electronic"); and "Non-theatrical" (e.g., exhibiting and publicly performing the Production on common carriers such as commercial airlines, trains, ships and buses, as well as in educational, religious and penal institutions, health care facilities, libraries, museums, hospitals, military bases, oil rigs, marine and industrial installations, clubs, bars, restaurants, and similar "non-theatrical" venues where there is typically no direct charge for viewing imposed), all subject to the public performance provisions set forth below. For clarity, All Media NKHD encompasses all media listed above in this paragraph. "All TV NKHD" means all of the aforementioned media formats in this paragraph excluding All Video NKHD, Internet Streaming/Downloading, Wireless Streaming/Downloading, and Theatrical Rights. All of the afore-referenced formats, among others, may alternatively be individually requested/licensed on an a la carte basis hereunder, and, accordingly shall be specifically set forth above. Use of the Composition in "Making Of's / Featurettes" is not automatically included in All Media NKHD, but may be separately requested and licensed hereunder.

(c) "Composition" means the musical composition specified by title in this Agreement which is owned and/or controlled in whole or in part by Publisher, and which is made available, in Publisher's discretion and subject to Publisher's written approval, to Producer subject to the terms and conditions set forth in this Agreement. With respect to any Composition which is or may be owned or controlled by Publisher only in part, the term "Composition" shall refer only to that portion of the musical composition owned or controlled by Publisher.

(d) "Options", if any, shall be listed above, and, unless otherwise specifically agreed, shall be exercisable by written notice and simultaneous payment in full to Publisher prior to Producer's exploitation of the applicable option rights. Unless otherwise specified above said Options rights shall expire the earlier of twenty-four (24) months from the date of this license or prior to the expiration of the Terms.

(e) "Production" means the specified motion picture ("Motion Picture") and / or Trailer(s) produced / licensed by Producer, as each shall be indicated above.

(f) The "Term" and "Territory" of the Usage licensed hereunder are specified above, and refer to the time period and geographic area licensed hereunder, respectively.

(g) "Trailer" means:

(i) "In-Context Trailers" means the Producer's right to use the Composition solely as synchronized in the Motion Picture as set forth above, in in-context excerpts of the Motion Picture, solely in connection with the advertising and exploitation of the Motion Picture. In-Context Trailer rights are automatically included in licenses granting Motion Picture Production rights, and such In-Context Trailers may be offered/transmitted in the same media as the Motion Picture, and/or as otherwise specified hereinabove; and/or

(ii) "Out-Of-Context-Trailers" means the Producer's right to synchronize the Composition solely as set forth above in out-of-context excerpts of the Motion Picture, solely in connection with the advertising and exploitation of the Motion Picture, whether (or not) the Composition appears in the Motion Picture (as shall be specified hereinabove, if at all). Out-of-context promotional excerpts of the Motion Picture (i.e., Out-Of-Context Trailers) are not automatically included in Motion Picture Production rights licensed hereunder, but may be separately licensed upon request, as may be specifically set forth above.

(h) "Usage" means the type, maximum duration and number of uses of the Composition to be recorded in the Production, as indicated above.

## 2. Synchronization Rights.

(a) In consideration of the non-refundable sum(s) set forth in this Agreement, to be paid within sixty (60) days of the date hereof and/or upon exercise of the specified option hereunder, Publisher hereby grants Producer the right to record the aforesaid Usage of the Composition in synchronism or in timed-relation with the Production, but not otherwise, and to make copies of such recordings in the form necessary for the exhibition, transmission or distribution of the Production as herein provided for, strictly in accordance with the terms, conditions and limitations set forth in this Agreement.

(b) Producer shall accord the writer(s) of the Composition screen credit in the end credits of the Production in a format substantially as follows, using the specific credit information detailed above:

"Composition Title" written by [Writer(s) Name(s)]

It is understood that Producer's inadvertent failure to accord such credit shall not constitute a material breach of this Agreement. Upon Producer's receipt of notice from Publisher of any such failure, Producer will use reasonable efforts to cure such failure on future runs of the material concerned. Notwithstanding the forgoing, in the event that credit is accorded to any other publisher of any other musical composition for use of a composition in the same or similar fashion as the Composition hereunder, the following line shall be added to the credit: "Used by permission of [EMI Entity]".

3. Production In Its Entirety / Manipulating the Composition. Producer shall not be permitted to use the Composition in whole or in part in any device or manner which does not embody the Production (and/or so-called Editor's or Director's versions or other similar versions (e.g., for the hearing impaired and alternate ratings versions, if applicable) substantially in its entirety or which is programmed in such a manner as to permit the viewer to manipulate, modify or otherwise alter the images and/or audio program material in a non-linear (i.e., nonsequential) progression. For the purposes hereof, the ability of a viewer to stop/start/pause/rewind/fast forward the Production, or the inclusion of chapter stops or other addressable locator codes on the applicable transmission device or the ability of the viewer to access expository material, interviews, or other similar material contained on separate audio or audio-visual tracks embodied in the Production shall not be deemed to constitute non-linear manipulation. In no event shall the Composition be featured separately from the Production, or in any manner other than as originally embodied in the Production (i.e., manner, placement, use), or be offered or provided in or as a non-linear, separate, downloadable, or alterable file, unless otherwise specifically agreed in writing. As applicable for Motion Pictures and/or Trailers, Producer agrees to furnish Publisher with one (1) DVD copy of the Motion Picture or Trailer upon Publisher's request; however failure to provide such DVD shall not be deemed a breach of this license.

## 4. Public Performance, Communication to the Public & Making Available.

Solely with respect to Theatrical and Non-Theatrical rights granted hereunder and solely with regard to U.S. Compositions (or other Compositions to the extent of Publisher's right to so grant), Publisher hereby grants Producer the right to publicly perform for profit or non-profit and authorize others so to perform the Composition in the exhibition of the Production to audiences in the United States and its possessions. ("U.S. Compositions" shall mean those Compositions hereunder that were written by U.S. writers (i.e., writers that are direct members of any U.S. performing rights organization or society).

As used in the following sentence, "Media Entity" means a television station, broadcasting company, website, internet or wireless proprietor, or other entity that exhibits, broadcasts, transmits or publicly performs the Production anywhere in the Territory. Media Entities shall secure, from the applicable collection society or other authorized party, in accordance with custom, practice, law, or regulation, a valid non-dramatic blanket license which applies to the

transmission of the Composition as embodied in the Production during the Term of the applicable Agreement hereunder (collectively, "Valid Blanket License") but for avoidance of doubt, not a synchronization license. If at any time Producer becomes aware that any Media Entity does not have a Valid Blanket License, then Producer shall: (i) notify Publisher thereof immediately; (ii) immediately notify the Media Entity (with a copy of such notice to Publisher) of the Media Entity's obligation to secure such Valid Blanket License, and (iii) reasonably cooperate with Publisher in its pursuit of any and all remedies against the Media Entity for failure to secure a Valid Blanket License other than injunctive or other equitable prohibitory relief. Without limitation of the foregoing, Producer expressly agrees that if any Media Entity does not have a Valid Blanket License, then Publisher or the applicable collection society or a designee of Publisher in the applicable country, shall have the absolute right to negotiate a Valid License directly with the Media Entity. Such license shall provide for the payment to Publisher of a license fee, which shall be at the then-current full market rate for the contemplated use. Irrespective of the foregoing, it is understood that clearance by performance and foreign societies in such portion of the Territory as is outside of the United States will be in accordance with their customary practices and the payment of their customary fees, with respect to each country where the Production is exhibited and/or performed. No additional payments (collectively, "Additional Payments"), including without limitation, tariffs, royalties, download fees and mechanical reproduction fees, shall be due for the distribution of the Production, unless the Additional Payments are specifically required by local law and/or otherwise not contractually waivable. In the event that local statutes or custom in any territories require an Additional Payment which is not legally waivable by Publisher, then Producer shall have the right to distribute and exploit the Production containing the Composition provided that the manufacturer, distributor or provider of the Production has secured the applicable mechanical and/or performance license and paid the pertinent Additional Payment to the appropriate collection society or governmental agency, as the case may be.

5. Security Measures. Producer shall use reasonable commercial efforts to institute (or cause to be instituted) security measures with respect to all aspects of its distribution of the Production embodying the Composition that meet or exceed current industry standards as they exist from time to time for the licensed delivery of motion pictures via digital transmission.

6. Cue Sheets. As Applicable solely for Motion Pictures, Producer agrees to furnish Publisher and the applicable performance rights society(ies) with a cue sheet of the Motion Picture upon execution of this Agreement, or forty-five (45) days after the first public exhibition of the Motion Picture at which admission is charged (except excluding so-called "sneak previews"), whichever is later, subject to the notice and cure provisions of this Agreement. Notwithstanding the foregoing, this Agreement shall be deemed of no force and effect until such time as Publisher has received said cue sheet.

7. Favored Nations. If applicable, as may be specifically set forth above, during the Term of this Agreement, if Producer shall pay to a music publisher and/or an entity that owns/controls the master recording of the Composition licensed for use in the Production a proportionate fee in excess of the fees set out herein, or shall license on terms more favorable than those set forth herein, for use of the Composition as set forth herein, Producer shall pay to Publisher a corresponding amount equal to the proportionate difference between the fee set out herein and the fee paid to said publisher or entity and this Agreement shall be deemed to contain such more favorable term or condition retroactive to the date of this Agreement. Favored nations provisions, if any, shall be abbreviated above, in accordance with the provisions of this paragraph, as follows: with "co-publishers" (i.e., use of the Composition is MFN with co-publishers of the Composition); with "master" (i.e., use of the Composition is MFN with the master of the Composition).

8. Restrictions / Reservation of Rights. This Agreement does not authorize or permit any use of the Composition in whole or in part not expressly set forth herein and does not include the following rights unless otherwise agreed in writing by the parties hereto: (i) to alter the fundamental character of the music or create lyrics of the Composition; (ii) to parody the music and/or lyrics of the Composition; (iii) to make foreign adaptations and/or translations of the music and/or lyrics of the Composition; (iv) to use the title or subtitle of the Composition as the title of the Production; (v) to use the story of the Composition or dramatically depict the Composition; (vi) to use a particular master recording or sound-alike recording and/or any audiovisual master of the Composition not owned or separately licensed by Producer, such rights to be licensed separately from the applicable copyright owner thereof, it being specifically understood and agreed that Publisher makes no representation and warranty as to the use of any master recording or sound-alike recording of the Composition; (vii) to make any other use of the Composition not expressly authorized hereunder; or (viii) to use the Composition in or on any program, platform, media or storage device or for any promotional use not enumerated or contemplated hereinabove, including but not limited to videogames, merchandise, mobile tones, karaoke, and other similar separate multimedia uses. Publisher reserves all rights not expressly granted to Producer hereunder. All rights granted hereunder, except as shall be expressly specified to the

contrary, are granted on a non-exclusive basis. No right whatsoever is being granted hereunder to use or authorize other persons to use the names (including any professional names, previously, now or hereafter used), facsimile signatures, voices, likenesses or biographical material of, concerning, or regarding the writer(s) of the Composition for any purpose whatsoever, including, without limitation, for purposes of exploitation of the Production (except right to use writer(s) name(s) in credits if applicable) or in any press release or public disclosure related to the Production, without first obtaining Publisher's prior written consent which can be withheld in Publisher's absolute discretion. The rights granted herein shall endure for the worldwide period of all copyrights in and to the Composition, to the extent that Publisher may now own or control same, and any and all renewals or extensions thereof which Publisher may hereafter acquire but, in the latter instance, Producer shall not be required to pay any additional fees or compensation beyond those prescribed herein with respect to the rights herein granted.

9. Warranties, Representations, and Indemnification.

(a) Publisher warrants that it has the legal right, power and authority to grant this license and this license is given and accepted without any other warranty or recourse. Subject to Producer's full compliance with all of the material terms and conditions contained in this Agreement, Publisher hereby agrees to indemnify and hold harmless Producer and its respective officers, directors, agents, and employees (hereinafter, the "Producer Indemnitees") from and against any and all liabilities, damages, costs, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind or nature, actually incurred by Producer Indemnitees (including reasonable attorneys' fees and disbursements) which may be obtained against, imposed upon or suffered by the Producer Indemnitees or any of them, by reason of any breach by Publisher of any of its warranties or representations hereunder. In no event shall the total liability of Publisher in connection with the rights granted for the Composition licensed hereunder exceed the consideration received by Publisher in connection with the licensing of said Composition. Producer will give Publisher prompt notice of any claim and Publisher will have the right to assume the defense thereof at Publisher's expense.

(b) Producer represents and warrants that there are no actions, suits, proceedings, agreements or other impediments, actual or threatened, which would prevent or impair it from performing its duties and obligations hereunder; that it has the legal right, power and authority to enter into this Agreement and to perform its duties and obligations hereunder, that it is and shall at all times remain possessed of all rights necessary for it to completely fulfill all of its material obligations hereunder, and that its entering into this Agreement and fulfilling such obligations does not and shall not infringe upon the rights of any person whatsoever. Producer agrees to indemnify and hold harmless Publisher and its respective officers, directors, and employees (hereinafter, the "Publisher Indemnitees") from and against any and all liabilities, damages, costs, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind or nature, actually incurred by Publisher Indemnitees (including reasonable attorneys' fees and disbursements) which may be obtained against, imposed upon or suffered by Publisher Indemnitees, by reason of any breach by Producer of any of its warranties or representations hereunder. Producer's representations, warranties and indemnifications shall apply throughout the Term and shall survive the expiration of the Term hereof.

10. Termination.

(a) Subject to subparagraphs (b) and (c) of this paragraph below, this Agreement shall automatically terminate if any payment due hereunder has not been paid in full subject to the terms and conditions of this Agreement. Notwithstanding anything to the contrary contained herein, if a payment is not made as herein provided in connection with a particular use, it is understood and agreed that termination as a result of the failure to make such payment shall only apply to that medium or grant of rights, as the case may be, for which payment was not timely made.

(b) Without limiting or affecting the rights or remedies which Publisher may have under this Agreement or at law or equity, with respect to Producer's obligations under this Agreement, it is agreed that in the event of default or breach on the part of Producer, Publisher will notify Producer in writing of such default or breach and Producer shall have thirty (30) days (or, alternatively, fifteen (15) days if in respect to payment of any monies whatsoever) to cure such default or breach after which time this Agreement and all of Producer's rights and remedies hereunder shall automatically terminate, subject to subparagraph (c) below.

(c) The automatic termination of this Agreement pursuant to this paragraph shall render the further exhibition of a Production actionable as an act of infringement fully subject to the remedies provided by the Copyright Act, Title 17, of the United States Code, together with other legal and equitable remedies available to Publisher. Notwithstanding anything to the contrary contained in this paragraph, if a license fee due under this Agreement has been paid in full, Publisher shall not be entitled to seek injunctive relief with respect to any breach by Producer hereunder with respect to the Production, provided, however, that Publisher hereby reserves the right to injunctive relief

with respect to any use of the Composition in any service, program, medium, device or otherwise the rights to which are not granted to Producer by Publisher under this Agreement.

11. Assignment. This license is binding upon and shall inure to the benefit of the respective permitted successors and/or assigns of the parties hereto. Insofar as the Composition is concerned, in the ordinary course of business, and in order to facilitate Producer's ability to exercise the synchronization rights in the Composition licensed hereunder by Publisher, Producer may assign or transfer the license rights to its successors, subsidiaries, affiliates and/or licensees, provided that any such assignment shall be subject to the terms and conditions hereof. In the event that Producer assigns or transfers all or a substantial portion of Producer's assets to a third party inclusive of Producer's rights and obligations hereunder, then Producer shall notify Publisher in writing of such assignment and the assignee will assume all of Producer's obligations and liabilities hereunder. In any event of assignment, Producer shall remain not less than secondarily liable hereunder. Publisher may assign this agreement to any third party provided that any such assignment shall be subject to the terms and conditions hereof.

12. Governing Law. This Agreement has been entered into and delivered in the State of New York, and the validity, interpretation and legal effect of this Agreement shall be governed by, and construed in accordance with, the internal laws of the State of New York applicable to contracts entered into and performed entirely within the State of New York. Only the New York courts (state and federal) will have jurisdiction over any controversies regarding this Agreement and the transactions contemplated by this Agreement; any action or other proceeding which involves such a controversy will be brought in those courts, in New York County, and not elsewhere. Producer hereby irrevocably submits to the jurisdiction of the New York courts (state and federal) in any such action or proceeding and irrevocably waives any right to contest the jurisdiction (in rem or in personam) or power or decision of that court within or without the United States other than appropriate appellate courts. Producer also irrevocably waives any defense of inconvenient forum to the maintenance of any such action or proceeding. Any process in any such action or proceeding may, among other methods, be served upon Producer by delivering it or mailing it, by registered or certified mail, directed to the address specified in the Notices provision of this Agreement. Any such delivery or mail service shall be deemed to have the same force and effect as personal service within the State of New York.

13. Notices and Payments. All notices hereunder required to be given to Publisher shall be sent to the address set forth above, or to such other address as Publisher may hereafter designate in writing to Producer, as follows: Attention: Music Services Licensing. Payments hereunder shall be in United States Dollars, and shall be sent to Publisher, MSC 410820, PO BOX 415000, Nashville, TN 37241-0820, by executing a paper check through a United States bank made payable to EMI Entertainment World, Inc. No payments shall be diminished or reduced in any manner for any reason, including without limitation, any withholdings, currency restrictions, exchanges or taxes. All notices hereunder required to be given to Producer shall be sent to Producer at the address set forth above, or to such other address as Producer may hereafter designate in writing to Publisher. Any notice shall be deemed complete when the same (containing whatever information may be required hereunder) is deposited in any mail box properly addressed and sent as aforesaid, except that: (a) all materials personally delivered shall be deemed served when actually received by the party to whom addressed; (b) air express materials shall be deemed served on the day of delivery to the air express company; (c) notices of change of address shall be effective only from the date of receipt; and (d) royalty statements, if applicable, may be sent by regular mail and shall be deemed rendered when actually received by Publisher.

14. Miscellaneous. (a) This Agreement contains the entire understanding of the parties to this Agreement relating to the subject matter of this Agreement. All prior and contemporaneous conversations, negotiations, agreements, and alleged agreements, representations, covenants and warranties concerning the subject matter of this Agreement are merged herein. This is a fully-integrated agreement. (b) A waiver by either party of any term or condition of this Agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. (c) All remedies, rights, undertakings, obligations, and agreements contained in this Agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, obligation or agreement of either party, whether expressed herein, or otherwise. (d) Producer shall keep this Agreement confidential and shall not disclose the information contained herein at any time to any third party, except, subject to nondisclosure provisions, as necessary in the ordinary course of business to effectuate the rights granted herein, and except to the extent required by an order of a court or other tribunal having jurisdiction or pursuant to rules and regulations of a governmental body. Notwithstanding the foregoing, Publisher acknowledges and agrees that in certain situations, such as where third parties require a favored nations provision, the information contained in this Agreement may have to be divulged with respect to fees and/or rights granted hereunder. (e) Producer shall use best business efforts to accord appropriate copyright credit to Publisher and its writers in a manner that is industry-standard for the relevant usage. Producer shall comply with all applicable laws and limitations regarding the subject matter

hereof, including but not limited to copyright laws, throughout the Territory. The rights granted herein shall be subject to any applicable rules and regulations of any local rights, collection or other society to whom Publisher has granted or may grant rights in or with respect to the Composition(s) affected by this Agreement anywhere in the Territory. (f) This license shall not be changed or modified, or any covenant, representation, warranty or provision hereof waived, except by a license in writing signed by the party against whom such change, modification or waiver is sought to be charged; and (g) Any arrangement(s) (or derivative lyrics if and as applicable as must be specified and approved above) which Producer shall cause to be made of the Composition shall be made at Producer's own expense and shall be created only as the result of employment-for-hire, and such arrangement (and or derivative lyrics) shall be "Work Made For Hire" as such term is used in the United States Copyright Law. Producer hereby sells, assigns and transfers any such arrangement (and or derivative lyrics) to Publisher and the worldwide copyright and renewals and extensions of copyright therein. The arranger (and or lyricist) shall not be entitled to authorship credit or status as a collaborator or any remuneration by way of royalty or otherwise from the authors of the Composition or from Publisher or from any performing rights society. No arrangement shall change the basic melody of the Composition.

~~-END STANDARD TERMS AND CONDITIONS-~~