

WILLIAMSON MUSIC
229 WEST 28th STREET, 11th FLOOR
NEW YORK, NEW YORK 10001

As of September 1, 2015

AMAZING GRACE LLC
1633 N. STANLEY AVE.
HOLLYWOOD, CA 90046

Good Day:

This is to confirm the understanding between you ("Producer") and us concerning the following copyrighted musical composition (the "Composition"):

TITLE: YOU'LL NEVER WALK ALONE
WRITER: RICHARD RODGERS, OSCAR HAMMERSTEIN II
PUBLISHER: WILLIAMSON MUSIC
USE/TIMING: VISUAL VOCAL/ 02:02 – HEARD PERFORMING LIVE

PUBLISHER'S INTEREST IN COMPOSITION: 100% WORLD

1. In consideration of the sum of FIVE HUNDRED DOLLARS (\$500.00 USD), most favored nations with all other compositions, payable on the execution and delivery hereof, we hereby give and grant unto Producer the non-exclusive right and license to record the Composition in synchronism with a program produced by Producer and known as: "AMAZING GRACE" (hereinafter the "Program") and to exhibit the composition as embodied in the Program over all film festivals.

2. This license is granted upon the express condition that the Composition is to be used solely in synchronism or timed-relation with the Program, that no sound records produced pursuant to this license are to be manufactured, sold, licensed or used separately or apart from the Program, and upon the further condition that the Program shall not be exhibited in or televised into theaters or other public places of amusement where motion pictures are customarily shown or places where an admission is charged.

3. This is a license to record only, and the exercise of the recording rights herein granted is conditioned upon the obtaining of valid performance licenses from the person, firm, corporation or other entity having the legal right to issue performance rights licenses on behalf of the owner of such rights in the respective territories in which the Composition shall be performed hereunder, or for the United States from the owner thereof.

4. The Composition may be used in in-context advertising and promotion in the licensed media.

5. This license is granted for the territory of the WORLD (the "Territory").

6. The term of this license shall be one year commencing as of September 4, 2015.

7. Either party hereto may assign this agreement or any part of their rights hereunder provided that no such assignment shall relieve such party from its obligations hereunder.

8. Producer shall cause the cue sheet relating to the Program to indicate that the musical composition is the Composition recorded thereon and that we are the publisher thereof. Promptly when available, Producer shall provide us with one copy of the music cue sheet containing all information required hereunder with respect to the Composition.

9. We represent and warrant that we own or control the copyright in and to the composition for the territories and percentages indicated herein, that we have the exclusive right to license the synchronization rights herein granted and this license is given without other warranty or recourse, except that our liability shall be limited to the amounts received by Producer hereunder with respect to the Composition. Notwithstanding anything contained in the foregoing, we reserve all rights and uses whatsoever in and to the Composition not herein specifically granted to Producer.

10. Producer shall indemnify and hold harmless Williamson Music, the partners therein, and its and their respective principals, officers, directors, parents, subsidiaries, agents, employees, representatives, administrators, trustees, beneficiaries, licensees, successors and assigns from any and all claims, liabilities, losses, damages and expenses including, without limitation, reasonable attorneys' fees and expenses, arising out of Producer's breach of any of its representations and warranties hereunder.

11. No Failure by Producer to perform any of its obligations hereunder shall constitute a breach of this license, unless we have given Producer written notice of such non-performance and Producer fails to cure such non-performance within thirty (30) days of its receipt of such notice. In the event of any breach or alleged breach of this agreement by Producers, we shall in no event have the right to rescind or terminate this agreement, or sue for injunctive relief, it being expressly understood and agreed that our remedy shall be limited to an action at law to recover damages claimed to be due us hereunder.

12. OPTIONS:

12a) Producer shall pay the fee of \$2,500 USD, Most favored Nations with all compositions, for the right to extend the terms of this agreement into All Media, Worldwide in Perpetuity and in the event all revenue worldwide reaches \$500,000, \$1 Million, \$3 Million, \$5 Million, \$7 Million, \$9 Million and \$11 Million producers shall immediately pay an additional fee of \$2500 at each step.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first hereinabove written.

ACCEPTED AND AGREED:
AMAZING GRACE LLC

IMAGEM MUSIC, LLC

BY: _____

BY: _____
(FEDERAL I.D. #98-0623079)