



**WARNER/CHAPPELL MUSIC INC.**  
**FILM SYNCHRONIZATION AND PERFORMANCE LICENSE**

Date: NOVEMBER 21, 2018

Licensor: WARNER-TAMERLANE PUBLISHING CORP. (BMI)  
c/o WARNER/CHAPPELL MUSIC, INC.  
10585 Santa Monica Boulevard  
Los Angeles, CA 90025-4950

Licensee: AMAZING GRACE LLC  
1633 N. Stanley Ave.  
Hollywood, CA 90046

Film: AMAZING GRACE DOCUMENTARY

Composition: TAKE MY HAND, PRECIOUS LORD

By: THOMAS A. DORSEY

% Owned or Controlled By Licensor: 100.00%

Attributable to: NAMED WRITER

Publisher Credit For Cue Sheet: WARNER-TAMERLANE PUBLISHING CORP. (BMI)

Type and Duration of Use: VV / (8:38)

Territory: WORLD

1. Grant Of Rights. Subject to the payment to Licensor of the Fee(s) required by paragraph 3 below, and to the delivery to Licensor of an accurate cue sheet for the Film on Licensee's customary form, Licensor hereby grants to Licensee, its successors and assigns the following non-exclusive, irrevocable rights with respect to that portion of the Composition indicated above as owned or controlled by Licensor:

(a) to record the Composition in synchronism or timed relation with the Film in any manner, medium, form or language, to make copies of such recordings, and to exploit the same in each country of the Territory in accordance with the terms, conditions and limitations contained in this license;

(b) *(Intentionally Deleted)*

(c) to publicly perform and to authorize others to perform the Composition as so recorded in the exhibition of the Film (by direct projection, by television, or by any other means now known or hereafter devised subject to paragraph 1 (e) below) throughout the Territory to audiences in motion picture theatres and other public places of entertainment where motion pictures are customarily exhibited, and (subject to the provisions of paragraph 2, below) on all forms of television (including, without limitation, broadcast, satellite, and cable transmission); and

(d) to include the Composition as so recorded in home video devices of all types and configurations (whether now known or hereafter devised subject to paragraph 1(e) below) and to manufacture, distribute and sell and/or rent the same throughout the Territory; and

(e) Licensee shall have the right to use the Composition as synchronized in the Film in any media whatsoever now known or hereafter devised (including use on the Internet so long as the internet service provider and site, as applicable, possess a valid U.S. small performing rights license), whether capable of being viewed and/or broadcast or otherwise exhibited by means of any playback, cable or other transmission systems including but not limited to CD-I, CD-ROM, 3DO or any other storage, delivery and/or retrieval devices or systems; provided, however, that Licensee shall not be permitted to use the Composition in any device which does not embody the Film substantially as generally released (excluding so-called Editor's and/or Director's cuts, or other similar alterations) or which is programmed in such a manner as to permit the viewer to manipulate the images and/or audio program material in a non-linear (i.e., non-sequential) progression. For the purposes hereof, the inclusion of "chapter stops" or other addressable locator code of any kind on the applicable storage device shall not be deemed to constitute "non-linear manipulation."

## 2. Performing Rights.

(a) Performance of the Composition in the Film and/or trailer by means of television (other than performance in theatres and other public places described in paragraph 1(c), above), including but not limited to broadcast (so-called "free" broadcast television, whether network, syndicated, or local) cable (so-called "basic" or "CATV", "subscription" or "pay" cable, "pay-per-view", closed-circuit hotel television, and otherwise) and satellite transmission (whether received directly or through a cable system, and whether or not the transmission is clear or scrambled subject to decoding) (any person, firm or corporation by whom or through whom the signal is conveyed to the consumer being referred to below as a "Broadcaster") or the Internet, shall be permitted so long as the Broadcaster and/or Internet service provider and site, as applicable, possess a valid U.S. small performing rights license secured by:

(i) the Broadcaster or Internet service provider and site from a performing rights society authorized to license the performance of the Composition in the Film in the country in which performance occurs; or

(ii) a United States Broadcaster or Internet service provider and site directly from Licensor; or

(iii) Licensee directly from Licensor in respect of the United States.

(b) (i) If at any time performances of the types described in paragraph 2(a), above, are not administered by a performing rights society in the United States, or any United States Broadcaster or

Licensee (or any successor or assignee of Licensee) (Licensee, such Broadcaster, or such successor or assignee being referred to below interchangeably as an "Entity") wishes to enter into a direct performing rights license with Licensor (whether of the "blanket" or "per-program" variety) such Entity shall be contractually required to so notify Licensor in writing in advance of such Entity's first presentation of the Film not undertaken pursuant to a performing rights society "blanket license" and Licensor and such Entity shall negotiate in good faith for a period of 90 days thereafter with a view toward establishing an appropriate fee for such performance, and if they are unable to agree on an appropriate fee within such ninety-day period, they shall submit the matter to arbitration in Los Angeles in accordance with the then-applicable Rules for Commercial Arbitration of the American Arbitration Association, all costs of such arbitration (including Licensor's reasonable outside counsel fees) to be borne by such Entity.

(ii) Each such Entity which accepts in writing the provisions of this paragraph 2(b) shall be permitted to perform the Composition as recorded in the Film during the pendency of such negotiations (and, if applicable, such arbitration). Any such Entity which does not deliver to Licensor such written acceptance prior to such Entity's first such performance shall not be permitted to avail itself of the provisions of this paragraph 2(b).

(c) The theatrical, Internet or television performance of the Composition as recorded in the Film and/or trailer in any country outside of the United States shall be subject to clearance by the applicable performing rights society authorized to license performing rights in the Composition in such country, in accordance with such society's customary practice and subject to payment to such society of such society's customary fees for such performance.

3. Fee(s).

(a) The fee(s) to be paid for the rights granted hereunder shall be (the "Fee(s)") as follows, and are conditioned on Film being released theatrically:

- (i) \$2,500.00, payable upon the execution of this license;
- (ii) (1) an additional \$2,500.00 upon worldwide gross box office receipts of \$500,000.00;
- (2) an additional \$2,500.00 upon worldwide gross box office receipts of \$1 Million;
- (3) an additional \$2,500.00 upon worldwide gross box office receipts of \$3 Million; and
- (4) an additional \$2,500.00 upon worldwide gross box office receipts of \$5 Million.
- (iii) \$2,000.00 when the Film is initially released on television.
- (iv) \$2,000.00 when the Film is initially released on SVOD.

(b) Licensor's consent to the foregoing is given with the provision that no owner (inclusive of any entity through whom the owner derives its rights) of the master recording shall receive more favorable treatment (economic or otherwise) than that accorded to Licensor in regard to the

Composition(s). In the event that any such owner of the master recording of the Composition(s) receives more favorable treatment (economic or otherwise) for any reason whatsoever, then Licensor shall automatically be afforded the benefit of such more favorable treatment (economic or otherwise).

(c) The rights granted herein are contingent upon a worldwide theatrical release.

(d) This license shall not be effective nor shall any rights be granted hereunder until Licensor receives the executed license and payment of the Fee(s). In the event that the executed license and payment of the Fee(s) are not received within thirty (30) days from the date hereof, Licensor's offer to grant this license will terminate, and any use of the Composition(s) will be considered to be a willful infringement of copyright.

(e) Commencing upon the initial theatrical release of the Film, and continuing for a period of three (3) years thereafter, Licensee shall render to Licensor a written statement on a semi-annual basis within forty-five (45) days following each June 30<sup>th</sup> and December 31<sup>st</sup> for the prior six months detailing all income earned by the Film from all forms of exploitation of the Film. Each such statement shall be accompanied by a remittance in United States currency of any such amount shown to be due.

#### 4. Reserved Rights.

(a) This license does not authorize or permit any use of the Composition not expressly set forth herein, and all rights not expressly granted herein being reserved to the Licensor. Specifically, and without limiting the generality of the preceding sentence, Licensee shall not have the right to alter the fundamental character of the music of the Composition, utilize the Composition in the Film if the Film is released with an "NC-17" rating, utilize a substitute lyric with such music (except with the prior written consent of Licensor's Sr. Vice President of Licensing, which consent may be withheld in Licensor's sole discretion), utilize the title or subtitle of the Composition as the title of the Film, or utilize the story of the Composition.

(b) Licensee shall not authorize or knowingly permit the use of any "soundalike" recordings in which an artist (solo or group) performs the Composition in such a way as to imitate an earlier recorded performance of the Composition by a different artist.

(c) Furthermore, in the event that less than One Hundred percent (100%) of the Composition is indicated above as being owned or controlled by Licensor, it shall be Licensee's sole responsibility to obtain a license(s) from the co-publisher(s) of the Composition covering their interest(s).

5. Term. The rights granted hereby shall endure for the worldwide period of all copyrights in and to the Composition(s) that Licensor may now own or control, and any and all renewals or extensions thereof which Licensor may hereafter acquire but, in the latter instance Licensee shall not be required to pay any additional fees of or compensation beyond those prescribed above.

#### 6. Warranties and Representations; Indemnity

(a) Licensor warrants and represents that it has the legal right and power to grant this license, Licensee's use of the Composition(s) according to the rights granted hereunder does not infringe upon or violate the intellectual property rights of any third party, and makes no other warranty or representation. Without limiting the generality of the preceding sentence, it is specifically understood and agreed that in the event that Licensee secures a master use license for any recording of the Composition,

County, and both parties hereby submit themselves to the jurisdiction of such courts for such purposes. In any action between the parties to enforce any of the terms of this license, the prevailing party shall, in addition to any other award of damage or remedy, be entitled to court costs and reasonable attorneys' fees.

(b) Neither party shall be deemed to be in breach hereunder unless notice of breach shall have been given in the manner prescribed herein and the notified party shall fail to remedy such alleged breach within thirty (30) days (five (5) business days in case of payment of money) after receiving such notice (unless the alleged breach is of such nature that it cannot practicably be completely remedied within such thirty (30) day (or five (5) business day period, if applicable) period, in which event the party in breach shall be deemed to have timely remedied such alleged breach if it commences to do so within such thirty (30) day (or five (5) business day) period and proceeds to complete the remedying thereof within a reasonable time thereafter.

(c) The headings of paragraphs or other divisions hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this license or any part thereof, nor shall they otherwise be given any legal effect.

(d) This license sets forth the entire agreement between the parties hereto with respect to the subject matter hereof and no modification, amendment, waiver, termination or discharge of any provisions hereof shall be binding upon any party unless confirmed by a written instrument executed by the parties. **HANDWRITTEN REVISIONS TO THIS LICENSE SHALL NOT BE LEGALLY BINDING UNLESS INITIALED BY BOTH PARTIES.**

10. This license may be executed in one or more counterparts, all of which together shall constitute one and the same instrument. A signed copy of this license delivered by Portable Document Format ("PDF"), Joint Photographic Experts Group ("JPG"), Tag Image File Format ("TIFF"), or electronic signature shall be treated as if it had been delivered containing an original signature of the party whose signature appears in the facsimile, PDF, JPG, TIFF or electronic signature and shall be binding upon that party in the same manner as though an original signed copy had been delivered.

IN WITNESS WHEREOF, this license has been duly executed by the parties hereto as of the day and year first set above.

WARNER-TAMERLANE PUBLISHING  
CORP. (BMI)  
c/o Warner/Chappell Music, Inc.  
("Licensor")

AMAZING GRACE LLC  
("Licensee")

Signature:

Signature:

DocuSigned by:  
*Brooke Wentz BW*  
114E9184AAF8451...

Print Name:

Print Name:

Brooke wentz

Title:

Title:

obo Amazing Grace