



**WARNER/CHAPPELL MUSIC INC.
SYNCHRONIZATION LICENSE**

LICENSE AGREEMENT ("License") entered into the 26th day of November 2018, between Amazing Grace LLC, whose address is 1633 N. Stanley Ave., Hollywood, CA 90046 ("Licensee"), and WARNER/CHAPPELL MUSIC, INC., whose address is 10585 Santa Monica Boulevard, Los Angeles, California 90025-4950 ("Licensor").

1. Composition(s). The musical composition(s) (the "Composition(s)") which is/are the subject of this License is:

| COMPOSITION | WRITER(S) | PUBLISHER(S) | USE/TIMING |
|------------------------|---------------|-----------------------------------|-------------|
| GIVE YOURSELF TO JESUS | ROBERT FRYSON | COTILLION MUSIC INC. (100.00%) | VV / (5:18) |

2. The only program (the "Program") covered by this License is entitled: **AMAZING GRACE DOCUMENTARY (DVD BONUS FEATURES)**.

3. The "Territory" shall be **WORLD**.

4. Subject to the terms hereof, Licensor hereby grants to Licensee the non-exclusive right, license and authority:

(a) to record or re-record within each country of the Territory the uses of the Composition(s) in synchronism or timed relationship with the Program, but not otherwise, and to make copies of the Program containing the Composition(s), all in accordance with the terms and conditions set forth below;

(b) cause or authorize third parties to cause the fixation of the Composition(s) in and as part of the Program as a whole on video discs and similar compact and audio-visual devices of a non-interactive nature, now known or hereafter devised, which are intended primarily for home use (collectively, "Videograms").

(c) to sell, rent or otherwise distribute such Videograms to the public within the Territory for use in conjunction with a television-type playback system or mechanism intended for home use only.

5. The "Term" of this License shall be for the period of ten (10) years from November 23, 2018, and upon such termination any and all rights given and granted hereunder shall forthwith cease and terminate, including the right to make or authorize any use or distribution whatsoever of said recording(s) of said musical Composition(s) in the Program or otherwise.

6. Licensee shall pay to publisher or its designee the following sums on the terms and conditions set forth below:

(a) Licensee shall pay Licensor a non-returnable advance (“Advance”) recoupable against the Royalty (as defined below) otherwise payable to Licensor hereunder in the amount of Licensor’s pro-rata share of **Six Hundred Dollars (\$600.00)** per Composition for the manufacture and sale of 5,000 Videogram copies of the Program.

(b) With respect to Videograms sold and not returned in the Territory, Licensee shall pay Licensor a “Royalty” in an amount equal to Licensor’s pro-rata share of **Twelve Cents (\$0.12)** per Composition, per Videogram copy of the Program.

(c) Both parties understand and agree that the above fee arrangement is on a one-time basis, and that neither shall be obligated to conclude any similar arrangement in the future.

(d) If this License is not returned executed together with payment as provided in paragraph 6(a) within thirty (30) days from execution date herein below, this License shall not be deemed effective nor shall the license rights be deemed granted. In the event that paragraph 6(a) payment and an executed license is not received within such thirty (30) day period, any offer to grant the license rights hereunder shall be deemed withdrawn, and any license right use Licensee may make of the Composition shall be deemed unauthorized under United States copyright law and subject to the rights and remedies of the copyright owner(s).

(e) 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 of the Composition(s) in connection with the Program licensed herein 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 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).

7. (a) Licensee shall render to Licensor, on a quarterly basis, within forty-five (45) days following each March 31st, June 30th, September 30th and December 31st, for the prior three months, a detailed written statement of the royalties due to Licensor with respect to Videograms of the Program containing the Composition(s). Such statement shall be accompanied by a remittance of such amount shown to be due in United States currency. Any statement remitted by Licensee hereunder shall be presumed to be true and correct and binding upon Licensor, except in the case of fraud, unless Licensor submits to Licensee specific objections to the submitted statement in writing within three (3) years after such statement has been remitted to Licensor.

(b) Licensor shall have the right to examine and inspect the books and records of Licensee which relate to the Program and Videograms of the Program containing the Composition(s) for the purpose of determining the accuracy of statements rendered by Licensee hereunder. Such examination shall be made during reasonable business hours, or reasonable business days, on no less than ten (10) days prior written notice at the regular place of business of Licensee where such books and records are maintained.

8. Nothing herein shall obligate or require Licensee to embody the Composition(s) in either the Program or any Videogram of the Program and it is expressly understood and agreed that the compensation provided in Paragraph 6(a) payable to Licensor hereunder in respect of sales of Videogram copies of the Program is conditioned upon the embodiment or fixation of the Composition(s) in such Videograms, but shall not be reduced by a lesser use of the entire Composition(s) than the use(s) provided herein.

9. All rights granted hereunder are granted on a non-exclusive basis and Licensor shall have the right to grant similar licenses for the use of the Composition(s) to other licensees.

10. This License is limited to those uses of the Composition(s) expressly set forth herein, and Licensor hereby reserves all rights not expressly granted to Licensee hereunder; provided, however, that nothing contained herein shall be deemed to limit or curtail any rights previously granted to and/or hereafter to be granted to Licensee under any other Agreement. By way of clarification and not in limitation thereof, this License does not grant the right to: (a) exhibit or authorize the exhibition of the Program in or by any medium not specified herein; (b) record or authorize the recording of the Composition(s) in any manner except as specified herein; (c) make, authorize or permit any change in the fundamental character of the music or lyrics of the Composition(s); (d) use the title of the Composition(s) as the title of the Program; or, (e) use the story of the Composition(s) as the story of the Program.

11. Licensor warrants only that it has the legal right to grant this License and this License is given and accepted without any other warranty or recourse, express or implied. If said warranty shall be breached in whole or in part, as determined by a final nonappealable judgment or a settlement with Licensor's consent, Licensor shall either repay to Licensee the Royalty theretofore paid to Licensor under this License with respect to the Composition(s) subject to any such final nonappealable judgment or settlement to the extent of the damage caused by such breach, or shall hold Licensee harmless to the extent of the Royalty theretofore paid to Licensor under this License with respect to the Composition(s) subject to any such final nonappealable judgment or settlement. In no event shall the total liability of Licensor exceed the Royalty actually received by Licensor hereunder from Licensee under this License with respect to the Composition(s) subject to any such final nonappealable judgment or settlement.

12. This License sets forth the entire agreement between Licensor and Licensee with respect to the subject matter hereof, and may not be modified or amended except by written agreement executed by the parties. This License shall be governed by and subject to the laws of the State of California, applicable to agreements made and to be wholly performed within such State. Any controversy arising under this license, if litigated, shall be adjudicated in a court of competent jurisdiction within the County of Los Angeles.

13. Licensee shall have the right to assign this License provided that such assignee shall agree to be bound by all of the terms and conditions hereof, but such assignment shall not relieve Licensee of its liability hereunder.

14. In any action between the parties to enforce any of the terms of this License subject to paragraph 10 above, the prevailing party shall in addition to any other award of damage or remedy, be entitled to court costs and reasonable attorneys' fees.

15. Except as may be otherwise specifically provided herein, any notice, demand or other communication hereunder must be in writing and given by personal delivery, registered or certified mail (return receipt requested), or by overnight (or two [2] day) air express that provides for proof of delivery to such party at the address set forth on page 1 above, or to such other address as either party may hereafter send to the other party by like notice.

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16. 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.

RELEASE DATE: NOVEMBER 23, 2018

WARNER/CHAPPELL MUSIC, INC.

AMAZING GRACE LLC

Signature:

Signature:

DocuSigned by:
Brooke Wentz
114E9184AAF8451...

Print Name:

Print Name:

Brooke Wentz

Title:

Title:

obo Amazing Grace