

SYNCHRONIZATION USE LICENSE AGREEMENT

This license agreement ("Agreement") dated, will confirm the understanding between CLARA & WILLA WARD PUBLICATIONS C/O JAY B. ROSS & ASSOCIATES, PC 842 W GRAND AVE. CHICAGO, IL 60642-6565 ("Licensor"), and AMAZING GRACE LLC 1633 N. STANLEY AVE. HOLLYWOOD, CA 90046 ("Licensee"), regarding Licensee's use of the below-referenced musical work(s) as part of and in connection with Licensee's film currently entitled, "Amazing Grace" (the "Production"). In consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

Name of Musical Composition: "How I Got Over" (referred to herein as the "Composition")

Writer(s): Clara Ward

Publisher: Clara & Willa Ward Publications

Use(s); Timing(s): visual vocal; Up to full use of Composition

"Term": 1 year - film festival

"Territory": World

Rights granted: Licensor hereby grants to Licensee, its successors and assigns, the non-exclusive, irrevocable right to record, dub, edit, modify with prior written approval, synchronize and otherwise utilize with prior written approval the Composition in connection with the Production and the exhibition, in film festival exhibition, in the Territory and during the Term. Subject only to rights granted herein, all rights of every kind and nature in and to Composition are reserved by Licensor.

Fee: For the rights granted herein, Licensee agrees to pay Licensor a synchronization use fee in the amount of \$500.00, payable within thirty (30) days following full execution of the Agreement.

Option: This fee will be based on option for all media rights to be a favorite nations basis, to be negotiated between all parties.

Credit: Licensee agrees to provide Licensor with end screen credit in the Production, in the same manner and format as provided to other copyright holders licensing content in the Production. The names to be listed after the publishing company name are Rita Scarlett, Charlotte Sims and Jay B. Ross, Esq.

Public performance of the Composition in synchronization with the Production by means of publicly-disseminated television and/or the Internet throughout the Territory and in theaters outside the United States and its possessions will be further subject to the maintenance or procurement of a valid performance license e.g., (issued by ASCAP, BMI, SESAC or other entity

controlling the licensing or performing rights in and to the Composition), the maintenance and/or procurement of which shall be the responsibility of the broadcaster or broadcasting entity.

Licensor hereby covenants, warrants and represents to Licensee that: (a) it is the sole and exclusive owner of the Composition and that (b) Licensor has the right to enter into this license and to grant the rights under this Agreement. Licensor shall indemnify (i) Licensee, and its parent, subsidiary and affiliated corporations, and all officers, directors, shareholders, agents, employees, representatives and associates thereof, and save and hold each and all of them harmless from and against any and all loss, cost, damage, liability and expense, including attorney's fees, with respect to any claim (e.g., an allegation that Licensee's use of the Composition as permitted hereunder infringes any person's or entity's intellectual property or other proprietary right) whatsoever arising from Licensee's use and promotion of the Composition but only if notice is given to Licensor of which perspective claim, and if Licensee is entitled to participate in any negotiation and litigation(at his own expense), and if not settlement is entered into without Licensee prior written approval which is not to be unreasonably refused.

Licensee shall have the power and authority to assign its rights and obligations under this Agreement to any party whatsoever without Licensor's consent, As long as licensor is notified with alacrity, time being of the essence and provided the license period herein is adhered to. The license is binding upon and shall inure to the benefit of the respective successors and/or assigns of the parties hereto. This Agreement sets forth the entire understanding of the parties hereto relating to the subject matter hereof and supersedes all prior and contemporaneous negotiation, understandings and discussions (including signed deal memos). This Agreement shall be governed and construed in accordance with the laws of the State of California applicable to agreements entered into and wholly performed therein, without reference to California's choice of law rules, as well as any applicable provisions of the U.S. copyright law.

If the aforementioned terms and conditions are acceptable to you, please so indicate your agreement by signing below.

LICENSOR LICENSEE

By _____ By _____

An Authorized Signatory An Authorized Signatory

Printed name: Printed name: