

FILM FESTIVAL SYNCHRONIZATION LICENSE

FILM FESTIVAL

This license agreement ("**License**") is entered into as of May 20, 2016, by and between Wixen Music Publishing, Inc. as agent for Harrisongs, Ltd. (ASCAP) ("**Licensor**"), 24025 Park Sorrento, Suite 130, Calabasas, CA 91302, Attention: Randall Wixen, on the one hand, and Amazing Grace LLC ("**Licensee**"), 1633 N. Stanley Avenue, Hollywood, CA 90046, on the other hand.

1. **DEFINED TERMS:** The following terms shall have the following meanings:

(a) "**Composition**" shall mean the 65% copyright interest in and to the musical composition entitled "**My Sweet Lord**" written by George Harrison.

(b) "**Picture**" shall mean the motion picture entitled **Amazing Grace**.

(c) "**License Fee**" shall mean the non-returnable sum of **Three Hundred Twenty-Five Dollars (\$325.00)** (Licensor's pro-rata share of \$500.00).

(d) "**Licensed Media**" shall mean film festivals in the Territory during the Term hereof.

(e) "**Term**" shall mean one (1) year, commencing on the initial release date of the Picture (April 13, 2016).

(f) "**Territory**" shall mean the World.

(g) "**Use and Duration**" shall mean the following number, type and duration of use of the Composition in the Picture: one (1) visual vocal up to forty-five seconds (0:45) in duration.

2. **GRANT OF RIGHTS:** In accordance with the terms and conditions hereof, and subject to Licensor's receipt of the License Fee, Licensor hereby grants to Licensee, during the Term and throughout the Territory, the non-exclusive, non-sublicenseable, non-assignable (except as specifically permitted hereunder), limited right to: (a) record and reproduce the Composition in synchronization and/or timed relation with the Picture solely in accordance with the Use and Duration set forth above for exploitation solely via the Licensed Media; and (b) subject to paragraph 4 below, publicly perform the Composition as reproduced in the Picture for exploitation solely via the Licensed Media.

3. **LICENSE FEE:** In consideration of the grant of rights set forth above, Licensee shall pay the License Fee to Licensor, which shall be payable promptly upon Licensee's receipt of an invoice from Licensor. Licensee's payment of the License Fee hereunder is a condition precedent of this License, and Licensor conveys no license and/or grant of rights in or to the Composition absent Licensor's receipt of the License Fee. Upon Licensor's receipt of the License Fee and partially-executed copies of this License, Licensor shall promptly counter-execute this License and return the appropriate copies to Licensee.

4. **PUBLIC PERFORMANCE RIGHTS AND PAYMENTS:** Notwithstanding the grant of rights set forth above, the right to publicly perform the Composition as embodied in the Picture for exploitation via the Licensed Media is subject to clearance and licensing by the applicable performance rights and/or collection societies throughout the Territory during the Term hereof in accordance with their customary practices and payment of their customary fees.

5. **SCREEN CREDIT:** Licensee shall accord screen credit in the end titles of the Picture in substantially the following form:

"My Sweet Lord"
Written by George Harrison
Published by Harrisongs, Ltd. (ASCAP)

6. **CUE-SHEETS:** Licensee shall provide Licensor with an accurate cue-sheet for the Picture as soon as it is available, but in no event later than thirty (30) days after the initial release date of the Picture.

7. OPTION/OPTION FEE: Provided that Licensee is not in material breach of this License, Licensee shall have the option to:

(a) Expand the Licensed Media to include All media for the territory of the World for life of copyright in and to the Composition, including any renewals and extensions thereof, commencing upon Licensee's exercise of this option. Licensee shall have the right to exercise such option within one (1) year after the initial release date of the Picture by remitting payment in full to Licensor in the amount of **One Thousand Six Hundred Twenty-Five Dollars (\$1,625.00) (Licensor's pro-rata share of \$2,500.00)**. In consideration of such option, Licensee shall also pay Licensor the following additional payments:

(i) In the event that worldwide gross receipts for the Picture ("**Receipts**") reach **Five Hundred Thousand Dollars (\$500,00.00)** based on reports from Variety or The Hollywood Reporter, then within ten (10) business days from the date thereof, Licensee shall pay to Licensor an additional fee in the amount of **One Thousand Six Hundred Twenty-Five Dollars (\$1,625.00) (Licensor's pro-rata share of \$2,500.00)**.

(ii) In the event that Receipts reach **One Million Dollars (\$1,000,000.00)** based on reports from Variety or The Hollywood Reporter, then within ten (10) business days from the date thereof, Licensee shall pay to Licensor an additional fee in the amount of **One Thousand Six Hundred Twenty-Five Dollars (\$1,625.00) (Licensor's pro-rata share of \$2,500.00)**.

(iii) In the event that Receipts reach **Three Million Dollars (\$3,000,000.00)** based on reports from Variety or The Hollywood Reporter, then within ten (10) business days from the date thereof, Licensee shall pay to Licensor an additional fee in the amount of **One Thousand Six Hundred Twenty-Five Dollars (\$1,625.00) (Licensor's pro-rata share of \$2,500.00)**.

(iv) In the event that Receipts reach **Five Million Dollars (\$5,000,000.00)** based on reports from Variety or The Hollywood Reporter, then within ten (10) business days from the date thereof, Licensee shall pay to Licensor an additional fee in the amount of **One Thousand Six Hundred Twenty-Five Dollars (\$1,625.00) (Licensor's pro-rata share of \$2,500.00)**.

(v) In the event that Receipts reach **Ten Million Dollars (\$10,000,000.0)** based on reports from Variety or The Hollywood Reporter, then within ten (10) business days from the date thereof, Licensee shall pay to Licensor an additional fee in the amount of **Six Thousand Five Hundred Dollars (\$6,500.00) (Licensor's pro-rata share of \$10,000.00)**.

(vi) In the event that Receipts reach **Twenty Million Dollars (\$20,000,000.0)** based on reports from Variety or The Hollywood Reporter, then within ten (10) business days from the date thereof, Licensee shall pay to Licensor an additional fee in the amount of **Six Thousand Five Hundred Dollars (\$6,500.00) (Licensor's pro-rata share of \$10,000.00)**.

Notwithstanding anything to the contrary contained herein, if Licensee does not exercise such option in accordance with the terms and conditions hereof, then such option shall forever expire.

8. MOST FAVORED NATIONS: Notwithstanding anything to the contrary contained herein, if, in connection with the use of any other musical composition and/or master recording in the Picture, Licensee (a) pays any fees or other sums; or (b) grants any more favorable terms, to any third party, that are higher and/or more favorable, respectively, than the compensation and/or terms granted to Licensor herein, then Licensee shall immediately pay to Licensor the difference between such higher compensation and the compensation paid to Licensor hereunder and/or accord such more favorable terms to Licensor hereunder, as applicable.

9. RESERVATION OF RIGHTS: Licensor reserves to itself, its successors, licensees and assigns all rights and uses, in and by any and all media, formats, methods and/or manner, now known or hereafter devised, in and to the Composition not expressly granted to Licensee hereunder. Specifically, and without limiting the generality of the foregoing sentence, this License does not authorize and/or grant to Licensee

any right to (a) alter the fundamental character of the music and/or lyrics of the Composition (other than to shorten the Composition utilizing a contiguous portion thereof); (b) use the title or subtitle of the Composition; (c) use the story of the Composition; (d) use any particular master recording of the Composition; (e) use any portion of the Composition not owned and/or controlled by Licensor; and/or (f) use the Composition in any non-linear format, any so-called "in-context" and/or "out-of-context" advertising and promotions, and/or to use the Composition separate and apart from the Picture in any manner or media now known or hereafter devised. All rights granted to Licensee in this License are hereby granted on a non-exclusive basis. Licensee hereby acknowledges and agrees that the terms and conditions of this License are non-precedential, and that nothing contained herein shall be deemed to require Licensor, by implication or otherwise, to license the Composition to Licensee for any further uses and/or any additional media, territories and/or term.

10. NOTICES: All notices hereunder shall be in writing and shall be given by personal delivery, registered or certified mail (return receipt), or by fax, to the parties at their respective addresses set forth above or such other address as may be designated by either party by like notice. The date of delivery in accordance with the foregoing provision shall be the effective date of notice.

11. ASSIGNMENT: Licensor shall have the right to transfer or assign, in whole or in part, this License and/or any of its rights and/or obligations hereunder to any person or entity. Licensee shall not have the right to transfer or assign this License, in whole or in part, to any person or entity without the prior written consent of Licensor.

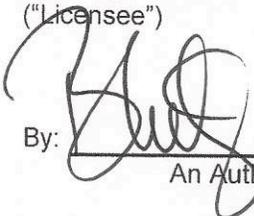
12. MISCELLANEOUS:

(a) Choice of Law/Venue: This License shall be deemed to have been made in the state of California and its validity, construction and effect shall be governed by the laws of the state of California applicable to agreements wholly performed therein. The exclusive venue for any action, suit or proceeding arising from or based upon this License shall be the appropriate state and federal courts located in Los Angeles county in the state of California.

(b) Entire License: This License supersedes any and all prior negotiations, understandings and agreements between the parties hereto with respect to the subject matter hereof. Each of the parties acknowledges and agrees that neither party has made any representations or promises in connection with this License nor the subject matter hereof not contained herein. This License may not be canceled, altered, modified, amended or waived, in whole or in part, in any way, except by an instrument in writing signed by authorized signatories of the parties hereto. The waiver by either party of any breach of this License in any one or more instances shall in no way be construed as a waiver of any subsequent breach of this License (whether or not of a similar nature). This License may be executed in counterparts and by photographic, electronic or facsimile signature, each of which shall be deemed to be an original and together shall constitute one instrument. Each of the parties hereto agrees that a photographic, electronic or facsimile copy of the signature evidencing a party's execution of this License shall be effective as an original signature and may be used in lieu of the original for any purpose.

IN WITNESS WHEREOF, the parties hereto have executed this License as of the date first set forth above.

Amazing Grace LLC
("Licensee")

By:  OBO Amazing Grace LLC
An Authorized Signatory

Wixen Music Publishing, Inc. as agent for
Harrisongs, Ltd. (ASCAP)
("Licensor")

By: _____
An Authorized Signatory
(Tax ID # 95-3912785)

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