

SYNCHRONIZATION AND PERFORMANCE LICENSE

1. **COMPOSITION**: The musical composition covered by this license is: "If You Want the Rainbow" written by Mort Dixon, Billy Rose, and Oscar Levant (the "Composition").
2. **MOTION PICTURE**: The motion picture covered by this license is entitled: SITA SINGS THE BLUES (the "Motion Picture").
3. **USAGE**: The type, duration and number of uses of the Composition to be recorded are: one (1) visual vocal use for up to the full length of the Composition.
4. **TERRITORY**: The territory covered hereby is the United States only (the "Territory").
5. **CONSIDERATION**: In consideration of the sum(s) of:
 - (a) Five Hundred Eighty-Three Dollars and Forty-Five Cents (\$583.45), to be paid upon the execution and delivery hereof; and
 - (b) in the event the worldwide box office receipts of the Motion Picture as reported in *Daily Variety* (or if *Daily Variety* ceases publication, *The Hollywood Reporter*) reach or exceed One Million Dollars (\$1,000,000.00), Licensee shall pay Licensor a "bonus" payment of Five Hundred Eighty-Three Dollars and Forty-Five Cents (\$583.45); and
 - (c) in the event the worldwide box office receipts of the Motion Picture as reported in *Daily Variety* (or if *Daily Variety* ceases publication, *The Hollywood Reporter*) reach or exceed Two Million Dollars (\$2,000,000.00), Licensee shall pay Licensor a second "bonus" payment of Five Hundred Eighty-Three Dollars and Forty-Five Cents (\$583.45); and
 - (d) in the event the worldwide box office receipts of the Motion Picture as reported in *Daily Variety* (or if *Daily Variety* ceases publication, *The Hollywood Reporter*) reach or exceed Three Million Dollars (\$3,000,000.00), Licensee shall pay Licensor a third "bonus" payment of Five Hundred Eighty-Three Dollars and Forty-Five Cents (\$583.45); and
 - (e) in the event the worldwide box office receipts of the Motion Picture as reported in *Daily Variety* (or if *Daily Variety* ceases publication, *The Hollywood Reporter*) reach or exceed Four Million Dollars (\$4,000,000.00), Licensee shall pay Licensor a fourth "bonus" payment of Five Hundred Eighty-Three Dollars and Forty-Five Cents (\$583.45); and
 - (f) in the event the worldwide box office receipts of the Motion Picture as reported in *Daily Variety* (or if *Daily Variety* ceases publication, *The Hollywood Reporter*) reach or exceed Five Million Dollars (\$5,000,000.00), Licensee shall pay Licensor a fifth "bonus" payment of Five Hundred Eighty-Three Dollars and Forty-Five Cents (\$583.45); and

(g) Licensee shall pay Licensor "bonus" payments in the amount of Two Hundred Six Dollars and Twenty-Five Cents (\$206.25) for each and every five thousand (5,000) videogram units and digital downloads sold embodying the Composition as contained in the Motion Picture as a whole;

BUG MUSIC, INC. on behalf of OLDE CLOVER LEAF MUSIC (ASCAP) (collectively "Licensor") hereby grants to NINA PALEY PRODUCTIONS, LLC and its successors and assigns ("Licensee") the non-exclusive, irrevocable perpetual right, license, privilege, and authority to record in any manner, medium, form or language, in each country of the Territory the aforesaid type and use of the Composition in synchronism or timed-relation with the Motion Picture by any and all means or methods and in any and all devices now or hereafter known or devised (but subject to the restrictions set forth in paragraph 10 hereinbelow), and to make copies of such recordings and import said recordings and/or copies thereof into any country throughout the Territory all in accordance with the terms, conditions and limitations hereinafter set forth.

6. **LICENSED RIGHTS:** For the consideration set forth herein, Licensor hereby grants to Licensee the non-exclusive right and license to publicly perform for profit or non-profit and authorize others so to perform the Composition in the exhibition of the Motion Picture to audiences in motion picture theaters and other places of public entertainment where motion pictures are customarily exhibited in the United States, its territories and possessions ("the U.S."), and elsewhere throughout the rest of the Territory subject to the provisions of paragraph 8 hereof, including the right to televise the Motion Picture into such theaters and such other public places, as well as the so-called "non-theatrical" markets, with the understanding and upon the condition that that exhibition of the Motion Picture in the U.S. by means of any other forms of television for any other purpose whatsoever shall be subject to the provisions of paragraph 7 below.

7. **TELEVISION EXHIBITION:** The right to exhibit the Motion Picture in the U.S. by means of television (other than as described in paragraph 6 hereinabove) including by means of "free television," "pay," "cable," "pay-per-view," "subscription television," "CATV," "direct-by-satellite (DBS)," "video-on-demand" and "closed circuit into homes television" and all other forms of television broadcast, whether now known or hereafter devised, is and shall be available only under the following circumstances:

(a) The Motion Picture may be exhibited by means of television by networks, local stations or closed circuits having valid performance licenses therefor from the American Society of Composers, Authors and Publishers ("ASCAP") or Broadcast Music, Inc. ("BMI"), as the case may be.

(b) Exhibition of the Motion Picture by means of television by networks, local stations or closed circuits not licensed for television by ASCAP or BMI is subject to clearance of the performing right either from Licensor or ASCAP (or BMI), or from any other licensor acting for or on behalf of Licensor.

8. **VIDEOGRAMS:** Licensor hereby further grants to Licensee, in each country of the Territory, the non-exclusive right to cause or authorize the fixing of the Composition in and as part of the Motion Picture on audio-visual contrivances such as digital video discs, laser

discs, video cassettes, video tapes, video-records and any other audio-visual devices now known or hereafter known or devised (hereinafter "Videograms") and:

(a) to utilize such Videograms for any of the purposes, uses and performances hereinabove set forth and,

(b) Licensor hereby further grants to Licensee, in each country of the Territory, the non-exclusive right to make and distribute Videograms of the Motion Picture in substantially its original form embodying the fixation of the Composition to the general public as a device intended primarily for "home use" (as such term is commonly understood in the entertainment industry) without Licensee having to pay any further consideration therefor other than as set forth in subparagraph 5(g) above.

9. **INTERNET**: Subject to the provisions of paragraph 10 below, Licensor hereby further grants to Licensee, in each country of the Territory, the non-exclusive right to perform publicly and authorize others to so perform the Composition in and as part of the Motion Picture to audiences through the Internet, whether the Motion Picture is downloaded, streamed or provided by any other means now known or hereafter created, developed or devised.

10. **NEW TECHNOLOGY**: Included with the rights granted herein is the non-exclusive right for the Territory and for the Term to use the Composition as synchronized in the Motion Picture in any media whatsoever now known or hereafter devised, whether capable of being viewed and/or broadcast or otherwise exhibited by means of any so-called interactive devices in any and all formats and platforms or cable systems including but not limited to CD-1, CD-ROM, 3DO, on-line transmissions to home monitors or any other future storage and/or retrieval devices or systems, provided however, Licensee shall not be permitted to use the Composition in any device which does not embody the Motion Picture substantially as generally released (excluding so-called "Editor's" or "Director's" cuts, or similar alterations) or for which the viewer is invited 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 codes of any kind on the applicable storage device, or the inclusion of expository material/interviews with directors, filmmakers and/or other third parties contained on a separate audio or audio-visual track, shall not be deemed to constitute non-linear manipulation.

11. **RESERVED RIGHTS**: Licensor reserves all rights not expressly granted to Licensee hereunder. All rights granted hereunder by Licensor are granted on a non-exclusive basis. This license does not include the right to alter the fundamental character of the music of the Composition, to use the title or subtitle of the Composition as the title of the Motion Picture or to use the story of the Composition.

12. **USE IN ADVERTISING**: The recording and performing rights hereinabove granted are limited to such rights for "in-context" only trailers in all media used solely for the advertising, promotion and exploitation of the Motion Picture.

13. **COPYRIGHT**: The recording and performing rights hereinabove granted shall endure for the worldwide period of all copyrights in and to the Composition, and any and all

renewals or extensions thereof without Licensee having to pay any additional consideration therefor (the "Term").

14. **REPRESENTATIONS AND WARRANTIES**: Licensors warrants and represents that it owns or controls Thirty-Three and One Third Percent (33 1/3%) of the Composition, and that it has the full legal right and power to make and perform this license and to grant all of the rights granted herein without limitation or restriction. Licensors hereby agrees to indemnify Licensee and undertakes to hold Licensee harmless from any and all costs and expenses (including but not limited to reasonable attorneys' fees), losses, claims, liabilities or obligations arising out of any breach by Licensors of the warranties and representations made by Licensors herein.

15. **FAVORED NATIONS**: Licensee hereby warrants and represents that no portion of the Composition, no other musical composition, nor any master recording embodying the performance of a musical composition will be licensed for use in the Motion Picture by or on behalf of a third party for a more favorable payment or pro-rata payment to such third party than is provided to Licensors hereunder. If portion of the Composition, any other composition or any master recording embodying the performance of a musical composition is licensed for use in the Motion Picture for a higher pro-rata fee, Licensee hereby agrees that such higher pro-rata fee shall also be extended to the licensing of the Composition hereunder.

16. **CREDIT**: If the Composition is contained in the Motion Picture as first commercially released to the public, credit shall be given to the writer(s) of the Composition in the end title credits of the Motion Picture among the credits for all of the other "outside" (i.e. pre-existing) compositions, if any, used in the Motion Picture, in the same size of type as that used to accord credit to other songwriters in respect of such other outside compositions. All other characteristics of such credit shall be left to Licensee's sole and absolute discretion.

17. **CUE SHEET**: Licensee agrees to furnish Licensors with a cue sheet of the Motion Picture within sixty (60) days after the first public exhibition of the Motion Picture at which admission is charged (except so-called "sneak" previews).

18. **NO OBLIGATION TO USE**: Notwithstanding anything to the contrary herein contained, Licensee shall have no obligation under this license to in fact utilize the Composition within the Motion Picture.

19. **REMEDIES**: Licensors's rights and remedies in the event of a breach or alleged breach of this license by Licensee shall be limited to Licensors's right, if any, to recover damages in an action of law, and in no event shall Licensors be entitled by reason of any breach or alleged breach, to enjoin or restrain the distribution, exhibition, advertising or other exploitation of the Motion Picture. No failure by Licensee to perform any of its obligations hereunder shall constitute a breach of this license, unless Licensors has given Licensee written notice of such non-performance and Licensee fails to cure such non-performance within thirty (30) days of its receipt of such notice.

20. **NOTICE**: The respective addresses of Licensors and Licensee for the purposes of this license shall be as set forth below until notice of a new address shall be given. Any notice desired or required to be given by either party to the other shall be in writing and shall

be delivered by hand (to an officer if the addressee is a corporation), or sent by United States mail, postage prepaid. Properly addressed notices delivered or sent as provided herein shall be deemed given when delivered by hand, or when postmarked if delivered by mail.

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LICENSOR

FRED AHLERT MUSIC GROUP
c/o BUG MUSIC, INC.
7750 Sunset Boulevard
Los Angeles, CA 90046
Attn: Film & Visual Media

LICENSEE

NINA PALEY PRODUCTIONS, LLC
81 Bedford St., #4D
New York, NY 10014

21. **MISCELLANEOUS**: This license is binding upon and shall inure to the benefit of the respective successors and/or assigns of the parties hereto. This license cannot be canceled, altered, modified, amended or waived, in part or full, in any way except by an instrument in writing signed by both parties hereto.

22. **APPLICABLE LAW**: 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 claim, dispute or disagreement with respect to this license shall be submitted to the courts of the State of California, or the Federal courts within the State of California, which courts shall have the exclusive jurisdiction thereof.

IN WITNESS WHEREOF, the parties have caused the foregoing to be executed as of the 15th day of February, 2009.

AGREED TO AND ACCEPTED:

BUG MUSIC, INC. on behalf of
OLDE CLOVER LEAF MUSIC
("Licensor")

AGREED TO AND ACCEPTED:

NINA PALEY PRODUCTIONS, LLC
("Licensee")

By _____
Elizabeth Herndon
Director, Film & Visual Media
Administration

By _____

Federal Tax ID#: 95-4083782