

AGREEMENT made as of the 1st of January, 2009, by and between WILLIAMSON MUSIC, A DIVISION OF THE RODGERS & HAMMERSTEIN ORGANIZATION, o/b/o BAMBALINA MUSIC, 229 West 28th Street, New York, New York 10001 (hereinafter referred to as "Publisher") and NINA PALEY PRODUCTIONS, LLC, 81 Bedford Street, #4D, New York, NY 10014 (hereinafter referred to as "Producer").

1. The musical composition covered by this license is:

TITLE: LOVER, COME BACK TO ME
WRITERS: HAMMERSTEIN, ROMBERG
PUBLISHER: BAMBALINA MUSIC
USAGE/TIMING: VISUAL/VOCAL; UP TO FULL USE
(hereinafter the "Composition").

2. The motion picture covered by this license is entitled "SITA SINGS THE BLUES" (hereinafter the "Motion Picture").

3. The Composition may be used in promotional trailers and advertising, in-context only.

4. The territory covered by this license is our fifty (50%) percent interest in the United States (hereinafter the "Territory").

5. The term of this license shall be in perpetuity commencing as of the date hereof (the "Term").

6. In consideration of the sums described in paragraph 7 herein, Publisher hereby grants to Producer, its successors and assigns, the non-exclusive right, license, privilege and authority to record in any manner, medium, form ("linear" devices only) or language, in each country of the Territory the aforesaid type and use of the Composition in synchronism or in timed-relation with the Motion Picture, but not otherwise, 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 following terms, conditions and limitations:

(a) 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 Territory including the right to televise the Motion Picture into such theaters and such other public places, with the understanding and upon condition that the Motion Picture shall not be exhibited in the Territory by means of television or for any other purposes whatsoever, until and unless licensed therefor as hereinafter provided.

(b) To exhibit the Motion Picture in the Territory by means of all television now known or hereafter devised including free, basic cable, pay, subscription television, CATV and "closed circuit into homes television" and shall be available only under the following circumstances:

(i) 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").

(ii) Exhibition of the Motion Picture by means of television by networks, local stations or closed circuits not licensed for television by ASCAP is subject to clearance of the performing right either from Publisher or ASCAP or from any other licensor acting for or on behalf of Publisher. In the event that any television exhibitor does not hold a valid performing rights license from Publisher's designated performing rights society, Publisher agrees to negotiate in good faith with said television exhibitor the terms and conditions of a direct performing rights license with respect to the Composition for the purpose of permitting the performance

of the Composition hereunder by such television exhibitor.

(c) To cause or authorize the fixing of the Composition in and as part of the Motion Picture on all audiovisual devices now known or hereafter devised including, but not limited to, DVD's, video discs and video cassettes ("videos") and to make and distribute such video copies of the Motion Picture embodying the fixation of the Composition to the general public for home and/or personal use.

7. For the rights granted herein, Producer shall pay Publisher:

(a) Upon the execution of this agreement, the sum of Eight Hundred Seventy-five (\$875.00) Dollars;

(b) In the event worldwide gross box office receipts reach \$1 Million, as reported in Variety, Producer shall immediately pay to Publisher the sum of Eight Hundred Seventy-five (\$875.00) Dollars;

(c) In the event worldwide gross box office receipts reach \$2 Million, as reported in Variety, Producer shall immediately pay to Publisher the sum of Eight Hundred Seventy-five (\$875.00) Dollars;

(d) In the event worldwide gross box office receipts reach \$3 Million, as reported in Variety, Producer shall immediately pay to Publisher the sum of Eight Hundred Seventy-five (\$875.00) Dollars;

(e) In the event worldwide gross box office receipts reach \$4 Million, as reported in Variety, Producer shall immediately pay to Publisher the sum of Eight Hundred Seventy-five (\$875.00) Dollars;

(f) In the event worldwide gross box office receipts reach \$5 Million, as reported in Variety, Producer shall immediately pay to Publisher the sum of Eight Hundred Seventy-five (\$875.00) Dollars;

(g) Upon video release of the Motion Picture, Producer shall pay to Publisher the sum of \$187.50 after the first 5,000 home video units are sold; thereafter, during each period in which the 5,000 video unit plateau is achieved, Producer will render to Publisher within sixty (60) days of each such period a notice showing that the plateau has been achieved, together with a check in the amount of \$187.50.

8. Producer agrees to cause the music cue sheet for the Motion Picture to indicate that the musical composition performed in connection therewith is the Composition and that Publisher is the publisher thereof. Screen credits shall be in substantially the following form:

"LOVER, COME BACK TO ME"
WRITTEN BY OSCAR HAMMERSTEIN II AND SIGMUND ROMBERG

No casual or inadvertent failure to accord the above screen credit shall be deemed a breach of this agreement provided reasonable efforts are used to cure such omission.

9. It is understood that clearance by performing rights societies in such portion of the Territory as is outside of the United States will be in accordance with their customary practices and the payment of their customary fees.

10. This license does not authorize or permit any use of the Composition not expressly set forth herein and 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, to use the story of the Composition, or to make any other use of the Composition not expressly authorized hereunder.

11. The recording and performing rights hereinabove granted shall endure for the periods of all copyrights in and to the Composition, and any and all renewals or extensions thereof that Publisher may now own or control or hereafter own or control without having had to pay any additional considerations therefor.

12. Publisher 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. If said warranty shall be breached in whole or in part, Publisher shall either repay to Producer the consideration theretofore paid to Publisher for this license to the extent of the part thereof which is breached or shall hold Producer harmless to the extent of the consideration theretofore paid to Publisher for this license. In no event shall the total liability of Publisher exceed the consideration received by it hereunder. In no event will Licensor be entitled to seek injunctive or other equitable relief in the event of a breach of this agreement.

13. Publisher reserves all rights not expressly granted to Producer hereunder. All rights granted hereunder are granted on a non-exclusive basis.

14. This license is binding upon and shall inure to the benefit of the respective successors and/or assigns of the parties hereto.

15. Within thirty (30) days following the commercial release of the Motion Picture at which admission is charged (excluding "sneak previews"), Producer shall provide Publisher with a copy of the music cue sheet containing all information required hereunder with respect to the Composition.

16. This agreement shall be construed in accordance with the laws of the State of New York.

17. No failure by Producer to perform any of its obligations hereunder shall constitute a breach of this license, unless Publisher has given Producer written notice of such non-performance and Producer fails to cure such non-performance within thirty (30) days of its receipt of such notice.

18. Either party hereto may assign this agreement or any part of their rights hereunder provided, however, that no such assignment shall relieve such party from its obligations hereunder.

19. Producer shall indemnify and hold harmless The Rodgers & Hammerstein Organization, the partners therein, and its and their respective principals, officers, directors, agents, employees, representatives, administrators, trustees, beneficiaries, licensees, successors and assigns from any and all claims, liabilities, losses, damages and expenses including, without limitation, reasonable attorneys' fees and expenses.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first hereinabove written.

ACCEPTED AND AGREED:

NINA PALEY PRODUCTIONS, LLC

BY: 

WILLIAMSON MUSIC, A DIVISION OF
THE RODGERS & HAMMERSTEIN ORG.
O/B/O BAMBALINA MUSIC

BY: 

(FEDERAL I.D. #133037210)