

## SYNCHRONIZATION LICENSE AGREEMENT

This License is dated as of April 6, 2018, by and between Brenda Richie d/b/a Brenda Richie Publishing (“Publisher”), c/o Taylor and Lieberman, 10866 Wilshire Boulevard, Suite 1100, Los Angeles, CA 90024, and Big Picture Foundation (“Producer”), 369 Round Hill Road, Greenwich, CT 06831.

1. Publisher hereby represents and warrants that it owns, controls and administers throughout the world an undivided twenty-five percent (25%) interest in and to the musical composition entitled **“We Are the World”** (“Composition”) written by Michael Jackson and Lionel Richie (collectively “Writer”). Publisher hereby grants to Producer, its successors, sub-licensees and assigns, the non-exclusive irrevocable right and license to synchronize and reproduce the Composition in the video entitled **“Big Picture Foundation: Kids’ Collaboration”** (“Video”) and to exhibit and perform the Video containing the Composition throughout Territory (as defined below) for a period of one (1) year commencing as of May 30, 2018 (“Term”). The “Territory” covered hereby is the World.

2. (a) Producer may record in each country of the Territory one (1) full use of the Composition as a visual vocal in synchronism or timed relation with the Video, and including edits, lifts and versions but not otherwise, and may 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.

(b) Producer may publicly perform for profit or non-profit and authorize others to perform the Composition in the exhibition of the Video and portions thereof to audiences for public entertainment in the Territory by means non-downloadable streaming on the Internet and mobile wireless networks, limited to Producer’s official website and Producer’s social media platforms (e.g., Facebook). Notwithstanding foregoing, Producer shall not monetize the streaming of the Video on any social media platform or website nor promote or utilize the Video in any manner in an effort to induce charitable contributions to Producer.

(c) Any rights not expressly granted in this license are hereby expressly reserved by Publisher. Without limiting the generality of the foregoing, nothing contained herein shall be deemed to authorize or permit Producer, its successors, sub-licensees and/or assigns to edit, cut, rearrange or make any other changes to the Composition; to change or adapt the lyrics; to alter the fundamental character of the music; to use the Composition as a parody; to exhibit and perform the Video by means of all forms of television broadcast (including subscription streaming services); to exhibit and perform the Video embodying the Composition to audiences in motion picture theaters and other places of entertainment where motion pictures are exhibited, whether public or private, including the right to transmit the Video into such locations; to release phonorecords embodying the Composition; and to release the Composition as embodied in the Video in audiovisual devices intended for home use, including, without limitation, in videocassettes, videodiscs, including DVD, videotapes and digital copies (via downloading).

3. (a) In consideration of the rights granted by Publisher to Producer herein, Producer shall pay to Publisher with respect to Publisher’s twenty-five percent (25%) interest in the Composition, the sum of Two Hundred Fifty Dollars (\$250). Said amount shall be payable to Publisher upon Publisher’s timely execution of this license, but in no event later than thirty (30) days after Publisher’s execution and delivery of this license to Producer.

(b) Upon failure to pay any and all monies when due in connection with any rights granted herein and/or upon the expiration of the term of any rights granted hereunder, all such rights shall cease and terminate, including the right to make or authorize any use whatsoever of the Composition in the Video; provided, however, that no such termination shall become effective unless

Publisher has notified Producer in writing of such default and Producer fails to cure same within thirty (30) days of Producer's receipt of such notice.

4. Producer may accord credit or include text in the Video solely in the following form:

"Big Picture Foundation Children at (School/Organization Name),  
in [Town/Refugee Camp Name], [Country Name]"

For the avoidance of doubt, Producer shall not or accord credit nor embody text, artwork or logos (in title cards or otherwise) in the Video in connection with any other organization, group, entity or individual.

5. Producer may exercise the rights granted pursuant to paragraph 2(b) above, under the following circumstances:

(a) The Video may be exhibited by means of websites having valid performance licenses therefore from the American Society of Composers, Authors and Publishers ("ASCAP") or Broadcast Music, Inc. ("BMI") or SESAC or other applicable performing rights societies acting on behalf of Publisher, as the case may be; or

(b) Exhibition of the Video by means of websites not licensed for performing right by ASCAP, BMI or SESAC is subject to clearance of the performing rights either from Publisher or ASCAP, BMI or SESAC or from any other licensor acting on behalf of Publisher.

6. It is understood that the performance of the music composition in connection with the public exhibition and transmission of the Video in countries or territories outside of the United States, its territories, possessions and Canada shall be subject to clearance by performing rights societies in such countries or territories in accordance with their customary practice and the payment of their customary fees.

7. Notwithstanding anything herein to the contrary, in the event that a consideration greater than herein provided is paid to the co-publisher of the Composition, this license shall be deemed automatically amended to provide for payment to Publisher of an amount equal to such greater consideration (on a pro-rata basis to Publisher's twenty-five percent (25%) interest in the Composition) retroactive to the date when such greater consideration is paid to the co-publisher) of the Composition.

8. This License shall be governed by and construed under the laws of the State of California applicable to agreements to be wholly performed within said State.

9. Producer shall not be in breach of any of its obligations hereunder unless and until Publisher shall have given Producer written notice thereof and Producer shall have failed to cure any such breach prior to thirty (30) days after Producer's receipt of such written notice. No handwritten comments or other interlineations on this License shall be valid or enforceable.

10. This license may be executed in any number of counterparts, each of which shall be deemed an original and facsimile, PDF copies or photocopies of signatures shall be valid as originals.

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

BIG PICTURE FOUNDATION

BRENDA RICHIE  
d/b/a BRENDA RICHIE PUBLISHING

By:   
(An Authorized Signatory)

By: \_\_\_\_\_  
(An Authorized Signatory)

### Certificate Of Completion

Envelope Id: DEC5DE4E547E42CCB187061F5076183E	Status: Completed
Subject: Big Picture Foundation - We Are the World 040618.pdf	
Source Envelope:	
Document Pages: 3	Signatures: 1
Certificate Pages: 1	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Disabled	Kim Tamalonis
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	kmt@bigpicturefoundation.org
	IP Address: 162.248.186.11

### Record Tracking

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5/10/2018 6:11:09 PM	kmt@bigpicturefoundation.org	

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Signature	Timestamp
Kim Tamalonis	Sent: 5/10/2018 6:11:09 PM
kmt@bigpicturefoundation.org	Viewed: 5/10/2018 6:11:29 PM
Kim Tamalonis	Signed: 5/10/2018 6:11:54 PM
Security Level: Email, Account Authentication (None)	Freeform Signing
Using IP Address: 74.90.24.14	

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### Editor Delivery Events

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### Certified Delivery Events

Status	Timestamp
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### Carbon Copy Events

Status	Timestamp
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### Notary Events

Signature	Timestamp
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### Envelope Summary Events

Status	Timestamps
Envelope Sent	Hashed/Encrypted 5/10/2018 6:11:10 PM
Certified Delivered	Security Checked 5/10/2018 6:11:29 PM
Signing Complete	Security Checked 5/10/2018 6:11:54 PM
Completed	Security Checked 5/10/2018 6:11:54 PM

### Payment Events

Status	Timestamps
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