



## LICENSING AGREEMENT

This Agreement defines the conditions and expectations for licensing MILEY CHASE THE SCIENCE ACE (identified herein as the "Play").

LICENSOR: CPA Theatricals, Inc.

ADDRESS: 3200 N Lake Shore Drive, Suite 707, Chicago, IL 60657

### 1. Grant of Rights.

1.1 Licensor hereby grants to Licensee the following non-exclusive rights:

- i To copy the materials provided by the Licensor, on condition that they are delivered only to participants in the Licensee's program.
- ii To electronically share the materials provided by the Licensor, on condition that they are transmitted through a secure system such as password protected email or private electronic storage site;
- iii To rehearse the Play and to present the Play in one or more live performances on condition that:
  - a Multiple live performances occur within a single ongoing "run" of the Play;
  - b All live performances conclude by December 31, 2021.
- iv To video-record the Play, solely for the purpose of streaming the live performance of the Play;
- v To upload or otherwise publish the resulting product in order to make the live performance of the Play available for personal at-home viewing.
- vi To use the copyrighted logo for the Play for purposes of promoting and presenting the Play.

1.2 Licensor and/or the creative team responsible for the Play retain copyright ownership of all of the elements of the Play.

1.3 This license grants Licensee the right to make use of this copyrighted material, which may not be modified or adjusted, without the explicit permission of the Licensor, with only the following exceptions:

- i To accommodate the varying number of participants in a particular program, lines assigned to individual characters may be reassigned to provide roles to additional participants and the character-defined gender of individual characters may be modified to accommodate such additional participants, so long as these modifications do not distort the story-line of the Play.

1.4 All rights in and to the Play not expressly granted to Licensee by Licensor hereunder are reserved by Licensor, and Licensor shall be free to exercise such reserved rights without restriction or limitation in any media now known or devised hereafter.

2. Consideration. In consideration for Licensor's grant of rights herein, Licensee agrees to pay, and Licensor agrees to accept, the non-returnable Licensing Fee identified on the online payment website, to be paid upon consummation of this Agreement.
3. Credit.
  - 3.1 Authors shall receive credit wherever and whenever the title of the Play and/or a full list of company credits appears, including without limitation in all programs, posters, circulars, advertising and announcements of the Play, both printed and electronic, including social media, under Licensee's management or control, directly following the title of the Play, as follows:  
  
**MILEY CHASE THE SCIENCE ACE**  
Music and Lyrics by Dylan MarcAurele  
Book Mike Ross  
Based on a story by Larry Little  
Commissioned by CPA Theatricals, Inc.  
Larry Little, Lead Producer  
Timothy O'Connell and Julie Bossidy, Associate Producers  
Nicholas Reinhart, Assistant Producer
  - 3.2 Author's billing credit shall appear in a size of type not less than fifty (50%) percent of that used for the title of the Play, and no other name shall be as prominent in size and type as Author.
  - 3.3 The above Authors Credit shall also appear at the beginning of the playlist and virtual production described above in section I 1.1 iii and iv.
4. Materials. Licensor shall provide, upon payment of the Licensing Fee, one copy of the following materials:
  - 4.1 Full Script, as PDF
  - 4.2 Lead Sheets of Individual Songs, as PDF
  - 4.3 Rehearsal Tracks, including vocals and accompaniment, as MP3s or equivalent
  - 4.4 Performance Accompaniment Tracks, as MP3s or equivalent
  - 4.5 Logo Pack, as Zip File of Logos in various formats.
5. Termination. Licensor shall have the right to terminate this license on written notice to Licensee in the event that Licensee at any time breaches any of its duties and/ or obligations hereunder.
6. Merchandise Rights. For this production Licensor grants to Licensee the right to create, manufacture and/or sell merchandise based on the Play.
7. Representations and Warranties.
  - 7.1 Each party comprising Licensor represents and warrants, solely with regard to his own contributions, that:
    - i He is the copyright owner of the Play and has the power and authority to execute and perform this agreement and grant the rights granted hereunder;
    - ii He is aware of no claims, liens, encumbrances or other restrictions on the grant of rights herein or the exploitation of those rights by Licensee; and
    - iii The Play does not violate or infringe upon any rights of any nature of any person, firm or corporation

7.2 Similarly, Licensee represents and warrants that:

- i Licensee has the power and authority to execute and perform and to accept the requirements identified of this Licensing Agreement and to execute and perform the activities described hereunder, and
- ii Licensee has read, understands, and accepts all these requirements of this Licensing Agreement.

8. Indemnification.

8.1 Licensor agrees to indemnify, save and hold harmless Licensee, its employees, assignees and licensees, against any and all losses, damages, costs and expenses (including without limitation reasonable attorneys' fees) or recoveries (including without limitation any amounts paid in settlement with Licensor's prior written consent) arising from or connected with any finally adjudicated claim by a third party arising from a breach of Licensor's representations and warranties made hereunder.

8.2 Licensee agrees to indemnify, save and hold harmless Licensor, his heirs, assigns and licensees against any and all losses, damages, costs and expenses (including without limitation reasonable attorneys' fees) or recoveries (including without limitation any amounts paid in settlement with Licensee's prior written consent) arising from Licensee's production of the Play and not arising from a breach of Licensee's representations and warranties made hereunder.

9. Equitable Remedies. The rights licensed to Licensee hereunder are special and unique, and in the event of any breach of any provision hereof by Licensee, Licensor shall have the right to immediate injunctive relief, in addition to all other rights and remedies Licensor may have.

10. Choice of Law. This agreement shall be construed and interpreted under and in accordance with the laws of the State of Illinois applicable to agreements entered into and to be wholly performed therein.

11. Arbitration. Any controversy or claim arising out of, or relating to, this agreement, or any alleged breach thereof, shall be settled by arbitration before a single arbitrator in Chicago, IL in accordance with the rules then obtaining of the American Arbitration Association and judgment upon the award rendered by the arbitrator may be entered in the highest court of the forum, state or federal, having jurisdiction thereof. The prevailing party shall be entitled to an award of the reasonable costs of the proceeding, including reasonable attorneys' fees.

12. Modification and Alteration. This agreement document constitutes the entire agreement between the parties; supersedes any and all previous agreements, written or oral; and may not be changed, amended, discharged, extended or modified except by written instrument executed by both parties.

13. No Assignment. This agreement may not be assigned or sub-licensed by either party.

14. No Joint Venture. Nothing herein shall be deemed to constitute a partnership or joint venture between the parties hereto.

With the purchase of this License, the buyer (Licensee) agrees to all the conditions and requirements of this Licensing Agreement.

Larry Little, Producer  
On behalf of CPA Theatricals and LCG Entertainment, LLC