

LICENCE AGREEMENT

1. Purchaser. Robert Y. Shasha, 550 Mamaroneck Ave. Suite #411, Harrison, NY 10528, USA, (the "Purchaser").
2. Owner. Shlomo Hillel of 4 Shalom Aleichem Street, Ra'anana 43368, Israel (the "Owner").
3. Work. The published book entitled "Operation Babylon," and all elements thereof, including the setting, characters and story contained therein (the "Work").
4. Story. Shlomo Hillel's life story and all elements thereof (the "Story").
5. Subject Material. The Work and the Story may hereinafter be referred to collectively as the "Subject Material."
6. Production. One (1) or more dramatic or non-dramatic audio-visual productions (e.g., motion picture, television, etc.) based on the Work and/or the Story (each, a "Production," and collectively, the "Productions").
7. Existing Option Period. The period from the Date of this Agreement until July 31, 2018, during which a third party holds an option to obtain rights in the Subject Matter (the "Third Party Option").
8. Grant of Rights.
 - a. In order to promote the mutual desire of Purchaser and Owner to adapt the Work into one or more Productions, subject to the limitations of Section 8(d) below, Owner hereby grants to Purchaser in perpetuity throughout the world the rights set out in Section 8(b) below (the "Rights"), other than the Reserved Rights (as such term is defined in Paragraph 11(a) below), in and to the following:
 - i. the Work, on an exclusive basis; and

- ii. the Story, on an exclusive basis, except that such grant shall be non-exclusive with respect to:
 - A. non-dramatic, documentary audio-visual productions based on the Story; and
 - B. productions based on parts of Owner's life story that do not relate to the events known as "Operation Babylon".
- b. The Rights are for the following media:
 - i. motion picture, motion picture remake, motion picture sequel;
 - ii. television, television motion picture, series, and mini-series, television remake, television sequel;
 - iii. multimedia, electronic computer-assisted media, including without limitation CD-ROM, audio, and internet distributed media;
 - iv. interactive video game, software including "apps", videocassette, videodisc, laser disc, and DVD;together with music, merchandising, commercial tie-up and rental or lending pertaining to, or ancillary to, exploitation of the Rights in the foregoing media.
- c. Purchaser shall have the right to reproduce up to one thousand (1,000) words comprised of ten (10) segments each of up to one hundred words from the Work in connection with the advertising, promotion and publicity of works created pursuant to the Rights.
- d. In the event that the Third Party Option is exercised, irrespective of whether Purchaser has incurred costs relating to the Subject Matter, or has engaged in permitted activities pursuant to Section 8(e) below, the rights granted by this Agreement shall not include rights in and to the Work. In such case, instead of the rights granted in Section 8(a) above, Owner hereby grants to Purchaser in perpetuity throughout the world on a non-exclusive basis, the rights set out in Section 8(b) above (the "Rights"), other than the Reserved Rights (as such term is defined in Paragraph 11(a) below), in and to the following:

- A. non-dramatic, documentary audio-visual productions based on the Story; and
 - B. those portions of Owner's life story that do not relate to the events known as "Operation Babylon".
- e. During the Existing Option Period, Purchaser shall have the right to engage in all customary development and pre-production activities in connection with one or more Productions, including, without limitation, preparing stories, outlines, treatments, synopses, storyboards, scripts, screenplays and/or teleplays based on the Subject Material, subject to the following conditions:
 - i. Purchaser shall not, for the purpose of creating audio-visual productions based on the Work, or for the purpose of creating dramatic audio-visual productions that relates to the events known as "Operation Babylon in the Story," perform any act which would, in the absence of permission of the copyright owner, otherwise be an infringement of copyright in the Work, or of copyright in any other works embodying the Story and relate to the events known as "Operation Babylon";
 - ii. Purchaser shall not disclose the terms of this Agreement to third parties without Owner's prior written consent, and in the case of disclosures authorized by Owner, shall first obtain a similar non-disclosure undertaking from said third parties.
- f. Purchaser acknowledges that this Agreement shall not confer any obligation on Owner to provide further information or any materials to Purchaser, or to otherwise be involved in Purchaser's activities in relation to this Agreement or Purchaser's exercise of the Rights. Any further consultation provided by Owner at Purchaser's request shall be solely at Owner's discretion.
- g. Subject to maintaining the spirit of the Work and consulting Owner, Purchaser shall have the right to make changes in and adaptations of the Subject Material in connection with the exercise of the Rights.
- h. Owner agrees to assist in the research of the story and will be available for interviews at mutually agreeable times.

9. Compensation.

- a. In full and complete consideration to Owner for entering into this Agreement, Owner shall be entitled to receive the following payments:
 - i. Contingent compensation in an amount equal to two and one-half percent (2.5%) of one hundred percent (100%) of the Net Profits derived from the first theatrical motion picture produced hereunder (the "Picture"). In the event the Picture is financed and distributed by financier(s) and distributor(s) other than Purchaser pursuant to an agreement involving a definition of Net Profits from the Picture, Net Profits hereunder shall be defined, computed, accounted for and paid in the same manner as in the finance and distribution agreements which Purchaser and/or a third party to which Purchaser has transferred the authority to enter such agreements, are parties. Notwithstanding the foregoing, the definition of Net Profits afforded Owner shall be no less favorable than the definition of Net Profits, if any, afforded the producer or director of the Picture.
 - ii. For all other exploitations of the rights granted herein, ten percent (10%) of the total of Purchaser's gross receipts less Purchaser's direct costs related to such exploitations.
- b. In addition to the foregoing, Owner shall be entitled to receive the following:
 - i. For each version of a Production reproduced on fixed media for sale to the general public (e.g., DVDs), ten (10) copies of the Production on such media, and for each version not intended for mass distribution on fixed media or that is distributed via broadcasting, cable transmission, internet and the like, two (2) copies of the Production on DVD or access to download 2 copies via the Internet.
 - ii. With reasonable advance notice to Owner, two reserved VIP tickets, invitations or their equivalent to each premiere, launch party, or other celebratory or major marketing event held throughout the world.

- c. In appreciation of Purchaser's philanthropic desire to expose a wide audience to the educational and historical messages in the Subject Matter, Owner hereby waives all compensation such as advances, percentages of production budget, set up bonuses and the like, and agrees to receive financial compensation for the Rights granted in this Agreement, solely from profits, if any, as specified in Section 9(a) above.

10. Reserved Rights.

- a. Owner hereby reserves and does not grant to Purchaser any and all rights in the Work and the Story not expressly granted herein to Purchaser, including without limiting the foregoing, the right to publish the Work, in hardcover, softcover, audio-only and electronic editions, in any and all languages, throughout the world, which publication, if applicable, may include the use of audio-visual or other material from interviews, documentary or news media appearances conducted prior to the execution of this Agreement.
- b. Purchaser hereby acknowledges and agrees that nothing in this Agreement shall prevent the broadcast, screening, public performance, making available to the public or distribution by any person or entity of works based on the Work or on Owner's life story, which were made prior to the execution of this Agreement, or which are made by the third party holding the Third Party Option in the event that the Third Party Option is exercised during the Existing Option Period.
- c. Nothing herein shall restrict Owner from participating in one or more interviews, non-dramatic news productions, exhibitions and/or broadcasts in any media regarding the Subject Material.
- d. As between Purchaser and Owner, Owner shall have the exclusive right to publish a Hebrew tie-in edition of the Work and Owner shall be entitled to use logos, photographic and promotional materials of the Production in the tie-in edition and in association with its promotion, which materials shall be supplied by Purchaser to Owner at cost upon Owner's request.
- e. Owner expressly reserves (i) the right to be known as the author of the Work (ii) the assurance that the spirit of the Work and the Story will be preserved.

11. Name and Likeness.

- a. Subject to other provisions in this Agreement, Owner hereby grants to Purchaser the exclusive rights to utilize Owner's name, voice, photograph, likeness, and biography throughout the world in perpetuity in any manner or media now or hereafter known in connection with the Production and rights derived therefrom or ancillary thereto, including publicity, promotion, advertising and marketing thereof, so long as no such use constitutes a purported endorsement by Owner without Owner's prior written consent to such endorsement.
- b. Purchaser shall obtain written releases from any other individuals depicted in the Work prior to their depiction in the Production except the Hillel family which will be provided by the Owner.

12. Representations and Warranties.

Owner hereby represents and warrants as follows:

- a. No portion of the Work has been taken from any other work and there has been no claim that the Work violates, conflicts with or, infringes upon, and the Work does not violate, conflict with or infringe upon, any rights whatsoever (including, without limitation, any copyright, common law or statutory, throughout the world; any right of publication, performance, or any other right in any work; and, to the best of Owner's knowledge after the exercise of reasonable diligence, any right against libel, slander, invasion of privacy or similar right) of any person or entity;
- b. Owner has the right to enter into and to perform this Agreement and to grant all rights granted hereunder. Owner is the sole and exclusive owner throughout the world of the rights herein granted to Purchaser and has the right to grant such rights to Purchaser, and no claim has been made that Owner does not or may not have such right or rights.
- c. Owner has not previously granted a license to any third party that is

inconsistent with the rights granted herein; and

- d. The Work is protected by or subject to protection by copyright in the United States and in those countries which are signatory or adhere to the Berne Convention or the Universal Copyright Convention and is not in the public domain anywhere in the world where copyright protection is available.

Purchaser hereby represents and warrants as follows:

- a. Purchaser acknowledges the esteem and high repute in which Owner is held throughout the world, and shall be sure to ensure that the spirit of the Work and the Story will be preserved.
- b. Purchaser or any party acting on the Purchaser's behalf or which has entered into a separate Agreement with the Purchaser for the purposes of performing this Agreement shall exercise diligence to avoid libel, slander, invasion of privacy or similar right of any person or entity.
- c. Purchaser shall use its best efforts to make a Production within as short a period of time as is reasonable after the date of this Agreement.
- d. Purchaser is aware that Owner has previously optioned the Work and the Story for exploitation in one or more Productions, and that said option may be exercised until July 31, 2018. During the Existing Option Period, Purchaser shall not engage in any activity with respect to the Subject Matter which is not expressly permitted during said period.

13. Indemnity.

- a. Each party shall indemnify and hold harmless the other party, its parents, subsidiaries, affiliates, successors, licensees and assigns, and any representatives thereof, against any and all claims and expenses (including, without limitation, legal fees and expenses) incurred by any of them by reason of a breach by the first party of any warranty, undertaking, representation or agreement made or entered into in this Agreement.

- b. Purchaser shall indemnify and hold Owner harmless against any claims and related expenses (including without limitation, legal fees and expenses) incurred by Owner by reason of the financing, development, production, distribution or other exploitation of the Production, other than with respect to a claim (a) covered by Owner's indemnity set forth above, and/or (b) otherwise arising from a wrongful act or omission on Owner's part. Owner shall promptly notify Purchaser of any claim hereunder, and Purchaser shall have the right to control the defense and settlement of any such claim on such terms as Purchaser deems appropriate.

14. Credit.

- a. If the Production is produced based upon the Work, Owner shall receive credit on the screen and in paid advertising for the Production as follows:
 - i. If the title of the Production is the same as the title of the Work: "Based on the book by Shlomo Hillel" or
 - ii. If the title of the Production is different from the title of the Work: "Based on the book 'Operation Babylon' by Shlomo Hillel".
- b. All other aspects of credit, including without limitation the position, size, prominence, style, placement and form of such credit, shall be determined by Purchaser, provided that such credit shall be of a size no smaller than the credit received by the screenwriter of the Production. Purchaser shall ensure that all of its third party agreements include its obligations for Owner's credit.
- c. At any time prior to the completion of principal photography of the Production, upon written notice to Purchaser, Owner shall be entitled to request that Owner's name be removed from the Production and/or other material which has not yet been created.

15. Inspection. Following the release of the Production, Purchaser shall provide Owner with detailed semi-annual reports of the payments due to Owner and the basis on which they are calculated. Owner shall have the right, upon reasonable written notice, to examine the books and records of Purchaser as available insofar as they relate to a Production, at Owner's own expense, and provided that the examination is conducted during usual business hours and

in accordance with customary accounting procedures, and occurs no more than once a year. If errors of accounting amounting to five percent (5%) or more of the total sums due the Owner are found and determined to be to Owner's disadvantage, Purchaser shall pay the cost of such examination.

16. Assignment. Subject to Owner's consent, and to Purchaser having fulfilled all of its obligations pursuant to this Agreement, Purchaser may assign this Agreement including all or any part of Purchaser's rights and obligations hereunder to a third party. Purchaser shall not be released from its obligations pursuant to Sections 13 and 14 as a result of such assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, administrators, representatives, successors, licensees, parent, subsidiary and affiliated corporations and permitted assigns.
17. Reversion.
 - a. If principal photography of the Initial Production has not commenced within four (4) years from the date of this Agreement, then in consideration of the promises and undertakings made herein by Owner, the sufficiency of which is hereby acknowledged by Purchaser, upon such fourth anniversary, the Rights shall revert to Owner.
 - b. Upon Owner's written request, Purchaser hereby agrees to execute any document or instrument required in order to perfect the reversion of the rights in any country. If Purchaser does not execute any such documents or instruments or fails to do anything necessary or desirable to effectuate the reversion of rights as required by Owner, it shall not be a breach of this Agreement, provided that Purchaser hereby irrevocably appoints Owner as Purchaser's attorney-in-fact with the right, but not the obligation, to execute and/or record such documents or instruments in Purchaser's name and behalf, but for Owner's benefit, which appointment shall be coupled with an interest.
18. Notices and Payments. All notices and payments to Purchaser and Owner shall be sent to each party's respective address as set forth above or to such other address or email address as Owner or Purchaser shall specify by notice as herein provided.

19. Miscellaneous. By entering into this Agreement, neither party waives any rights it would have under law as a member of the general public in the absence of this Agreement. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Israel applicable to contracts made and entirely performed therein. All actions, proceedings or litigation brought by any party hereto relating to this agreement shall be instituted and prosecuted exclusively in the courts of London, England and courts with appellate jurisdiction therefrom and the parties hereby agree and submit to the jurisdiction and venue of such courts for such purposes. This Agreement constitutes the entire agreement between the parties hereto on the subject matter hereof and supersedes all prior and contemporaneous written or oral agreements and understandings pertaining to the subject matter hereof. No waiver or modification of the terms hereof shall be valid unless in writing signed by the party to be charged and only to the extent therein set forth.

Dated: As of _____, 2018

AGREED TO AND ACCEPTED:

Robert Y. Shasha

Shlomo Hillel