

PATHWAYS PRODUCTIONS

INTERNATIONAL AND NATIONAL RIGHTS LICENSE:

TO: PATHWAYS PRODUCTIONS, INC.

FROM: STUART GENTLING and SCOTT GENTLING (ARTISTS)

RE: 500 NATIONS

1) RIGHTS

Stuart Gentling and Scott Gentling (Artists), grant to Pathways Productions Inc., and its successors, licensees, distributors, and assigns, permission to copy, publish, display and otherwise make use of all original paintings and drawings, as described below, supplied to you in connection with **500 NATIONS**, a six to eight hour documentary.

Such use rights shall include the right to use the original paintings and drawings in connection with the production, distribution, exhibition, advertising and other exploitation of the above television series, and any ancillary products or productions including, but not limited to motion picture film, television, video cassettes, disks, publications, program promotion, CD Rom, interactive, and multi-media, and in all additional language translations, revised productions, editions or presentations of the television series or ancillary projects derived from the television series. Your rights shall be in perpetuity, throughout the world, and in all media now known or later devised.

The rights granted include the right at your sole discretion to juxtapose the original paintings and drawings with any relevant dialogue, music, film footage, photographs and/or other material. All use rights granted herein shall be limited to, products and programming directly related to the television program "500 NATIONS" whether produced, authorized or assigned by Pathways Productions, Inc.

Physical ownership of the original paintings and drawings will be retained by the Artists and may be exploited in showings of the Artists' work, in published collections of the Artists' work, and in published collections of assorted artists' work. The Artists retain the right to sell the original paintings and drawings, however any sale must

1) RIGHTS CONT.

include written notice to the purchaser that the paintings can, in no way, be exploited in any film, television, video, CD Rom, Computer Interactive or book or any other commercial or non-commercial fictional or documentary work other than works focused on art and/or the art work of Stuart and Scott Gentling.

2) OBJECT(S) DESCRIPTION:

Original paintings and drawings by Stuart Gentling and Scott Gentling: number of paintings and details of paintings and drawings to be determined. New and/or previously existing paintings and drawings of Tenochtitlan, the Aztec Emperor and Cortes to be photographed and filmed and/or used as a basis for matte paintings.

3) LICENSE FEE

Pathways Productions will pay a one time license fee for all rights granted herein of \$400 (four hundred dollars) per painting or drawing actually seen in "500 Nations" or any ancillary product such as a companion book or multi-media version of 500 Nations. The one time license fee of \$400 for each painting or drawing used by Pathways Productions will be paid prior to the first release to the public of the episode of the series in which the Artists' work is seen, or prior to the release of any book or multi-media project which includes the Artists' work.

4) CREDIT

Ownership credit, as substantially indicated below, will appear within the film, or, at producer's discretion, during the end credits of the program in which the original painting(s) and drawing(s) appear, and in any publications or special uses including promotion:

Original Paintings Of Tenochtitlan by Stuart Gentling and Scott Gentling.

5) WARRANTIES AND RELEASES

The Artists hereby represent and warrant that Artists have full right and authority to grant these rights and that the consent or permission of no other person, firm or corporation is necessary in order to enable Pathways Productions Inc. to exercise and enjoy fully the rights herein granted. Artists agree to indemnify and to hold Pathways Productions and its licensees, successors and assigns, free and harmless from and against any and all losses, costs, liability, damages, or claims of any nature arising from or concerning a breach by Artists of the above warranty or of this agreement.

5) WARRANTIES AND RELEASES CONT.

Neither Artists, nor any other party now or hereafter having an interest in the original paintings or drawings shall have any right of action against Pathways Productions or any other party arising out of the use of the original paintings or drawings in connection with **500 NATIONS**, whether or not such use is, or may be claimed to be defamatory, untrue, or censorable in nature. Nothing herein contained shall obligate Pathways Productions, Inc. to use the original paintings or drawings or to complete or distribute the series. No inadvertent failure by Pathways Productions or failure by any third party to comply with the credit provisions of the Agreement shall constitute a breach of the agreement.

NAME

Scott Gentling
(SIGNATURE OF ARTIST)

(PRINT)

Scott Gentling
(SIGNATURE OF ARTIST)

(PRINT)

STUART W. GENTLING

(DATE)

2/18/93