DONATION AGREEMENT

Made this day of March __________, 2012, between; The ALIVE Foundation,

A company located at ____

And ____

An individual located at ____

0.0 PREAMBLE

The aforementioned donor will wish to contribute financially to the event which will be known as ALIVE NEWYORK 2012, hereinafter referred to as the Event, which is to take place at The Town Hall Auditorium located at 123 West 43rd Street, New York, NY 10036 on the dates of June 29th and June 30th 2012.

0.1 RESPECTIVE DONOR AND SPONSOR ARRANGEMENT

All donors over **$5000** shall receive:

Booth space to display, sell or demonstrate a product.

Access to all speakers and celebrities for possible in store visits, book signings, demonstrations, photographs and footage rights..

Product placement and/or information in the Guest & Celebrity gift bags.

Inclusion of the Events Global Press Tour including in USA: Morning Shows, radio, Television, News and Internet.

Donor clips to play on the big screens at ALIVE convention in between Guest Speakers and at the Awards Show.

Donor can present one of the 14 awards to the celebrity winners.

All contributions of more than **$10,000** will receive everything in article 0.1 and will be considered Sponsors and will be featured as an "Official Sponsor" on our website and DVD.

Company logo presented on the Celebrity Step and Repeat of the Red Carpet Awards Show.

Inclusion of the Events Global Press Tour including in USA: Morning Shows, radio, Television, News and Internet.

For contributions of more than **$20,000** will be considered an Associate and will be featured as an "Associate" boldly displayed on our website and DVD.

For contributions of more than **$40,000** will be considered an Associate Producer and will be featured as an "Associate Producer" boldly displayed on our website and DVD.

For contributions of more than **$80,000** will be considered a Producer and will be featured as a "Producer" prominently displayed on our website and DVD.

For contributions of more than **$150,000** will be considered an Executive Producer and will be featured as an "Executive Producer" prominently displayed on our website and DVD.

Associate Producers, Producers & Executive Producers hereinafter referred to as Co-Producers are entitled to share in the net profits of the venture and video sales of the event in all territories worldwide for the life of the product.

THE CO-PRODUCERS AGREE AS FOLLOWS:

1.0 UNERLYING RIGHTS – DELEGATE PRODUCER

1.1 ALIVE Foundation has by agreements and financial obligations with the venue Town Hall, located at 123 West 43rd Street, NYC, NY 10036 as well as stage and rigging crew, video production crew, stage crew, talent, and vendors to produce and exploit the event, as well as the right to transfer such rights to other Co-producers as described in Article 2.1 of this Agreement.

1.2 The Co-producers hereby appoint ALIVE FOUNDATION and its officials as the delegate producer, with Mr. Joshua Scurry as the individual Delegate Producer.

2.0 ALLOCATION OF ACQUIRED VIDEO RIGHTS

2.1 The rights in the Event, as defined in Article 2.2 of this Agreement, scope of which is however, always subject to the underlying Rights Agreements and third party agreements, and the proceeds thereof shall be allotted, in accordance with the Co-

2.1.1 All territories other than those specifically allotted to the respective Co-producers here below shall be deemed to be rest of world territories hereinafter referred to as ROW.

2.1.2 ALIVE Foundation shall own 51% of the Rights in (North America)
And a 51% share in ROW (in respect to other co-producers, not mentioned at this time).

2.1.3 ___________________________shall own __________% of the Rights of the Rights in (North America)
And a ____________% share in ROW

2.2 The above mentioned Rights shall be deemed to be all the rights in the video necessary to exploit the video in financial manner in all media, i.e. all copyright and exploitation rights including rental and lending, and other rights related to copyright to the extent such rights are owned or licensed by the Co-producers by the Underlying Rights Agreements or other third party agreements. All such agreements for production of the Film shall as far as possible contain a grant of rights as wide as legally permissible. In this respect the Co-producers shall endeavor to acquire rights that include but are not limited to, theatrical rights, non-theatrical rights, television broadcasting rights, (including free, pay per view, subscription, license, rental and lending, etc.), Satellite television rights, by any technical means (including cable transmission, free, pay per view, subscription, license, rental and lending, etc.) whether encrypted or not, computer type transmission rights (e.g. the Internet) home video, video on demand, CD, CD ROM, CDI, DVDM all ancillary rights such as, prequels, sequels, series, serials, remake rights, book rights (novelization), merchandising rights, sound track rights (record rights and publishing), computer games (whether interactive or not), spin off, etc.

2.3 For the intents and purposes of Articles 2.1 and 2.2, any border Satellite rights and all ancillary rights as defined above shall be understood to be ROW rights.

2.4 ALIVE Foundation shall be responsible for obtaining music clearances.

2.5 The Co-Producers shall not be co-owners of the title to the physical video master recordings and all other physical materials of the video in the same proportions as specified in Article 2.1 above.

3.0 ESTIMATED BUDGET – FINANCING PLAN

The Co-producers have agreed to an estimated budget (hereinafter the “Budget”) amounting to $300,000.00 US for the production of the Event.

3.1.1 OVERCOST

No expenditure on production and delivery of the event and video above the Budget shall be incurred unless the Co-producers agree in writing on the division between them of the responsibility for providing or procuring the additional finance required to cover such over cost. Notwithstanding the foregoing, ALIVE Foundation shall be entitled to increase the production costs of the event above the budget on the condition that ____ provides or procures the additional finance required to cover such increase.

3.1.2 INCREASED ANOUNT OF BUDGET

In the event of a new or revised budget increasing the amount of the budget will be agreed on by the Co-producers such new budget shall be reflected in the financial shares in the video as stipulated in Article 4 and the shares in ROW rights, as hereinafter defined in Article 4.1., adjusted accordingly.

3.1.3. UNDERSPEND

The amount of any underspend on any particular item in the budget may be utilized for other items in the budget in the Delegate Producers sole discretion.

3.2 FINANCING PLAN

The Co-producers have agreed to a financing plan which is equal to the amount of the budget, setting out a schedule as to how and when the necessary funding for the production of the event will take place.

4.0 PARTICIPATION – FINACING

4.1 The Co-producers have agreed that their share of financing of the total production costs of the event by financial contributions shall be provided or procured as follows:

$________________ US on or before May 23nd 2012

4.2 The Co-producers shall pay or account for their share in the financing of the event and video as set out in Article 4.1. and the Financing Plan (Appendix B)..

4.2.1 All monetary payments by Article 4.1. shall be made payable to ALIVE FOUNDATION.

4.3 In the event that any third party offers additional funding to the financing to the financing stipulated in this agreement the Associate or Co-producers shall agree to such funding jointly thereby e.g. taking into account how such additional funding would affect the proportions as regards financing shares and ROW rights.

5.0 PRODUCTION ACCOUNT/S – CASH FLOW

ALIVE FOUNDATION shall open a separate interest bearing production account in the bank of its choice, in the name of the production designated with the name of the event to which shall be credited all sums required to be forwarded to ALIVE FOUNDATION for the purpose of the production of the event. The Co-Producers shall advance to this account all monies obtained by them for the production of the event.

6.0 PRODUCTION RECORDS – CERTIFICATION OF COSTS

6.1 ALIVE Foundation shall be responsible for arranging for a firm of chartered accountants to prepare a statement of the total costs of production of the event certified by the accountants as complete and accurate and further showing a reconciliation of the production costs with the budget. The Co-producers shall cooperate with the accountants for this purpose.

7.0 EVENT PROCEEDS & DISTRIBUTION

7.1 The delegate producer, Joshua Scurry, hereby acknowledge and agree to each others exclusive entitlements to exploit the rights as defined in Article 2.1.2 through 2.1.4 above in their respective territories.

7.2 ALIVE Foundation shall account for collected income no more than 30 days event. Payments due to the Co-producers by such accounts shall be sent or credited to the Co-producers simultaneously with the respective statement of the account.

7.3 The Co-producers irrevocably authorize and license ALIVE Foundation to negotiate and conclude contracts with third parties (e.g. distribution agreements) as regards the ROW rights for the video distribution of the event. The terms of such agreements shall be subject to prior written approval of the other Co-producers, such approval not to be reasonably withheld or delayed.

7.1.1 For receipts of ROW rights exploitation, ALIVE Foundation shall set up a separate interest bearing collection account in the name of ALIVE Foundation Collection Account for receipts from ROW for the event at a bank of its choice. ALIVE Foundation shall account for collected ROW income 30 days after the 1st of the seventh month after the Release of the Video and thereafter bi-annually. Payments due to the Co-producers by such accounts shall be sent or credited to the Co-producers simultaneously with the respective statement of the account.

7.2.2 ALIVE Foundation shall irrevocably instruct the relevant ROW distributor to remit receipts to the Collection Account.

7.2.3 Income from sales in ROW shall be divided between the Co-producers in the same proportions as are specified in Article 2.1.1 through 2.1.4 of this Agreement.

8.0 RECOUPMENT – CO-PRODUCERS FINANCIAL RISKS

8.1 Recoupment and profit participation shall take place in accordance with Article 8.2 below.
8.2 The Co-producers hereby acknowledge and agree that their sole means of recoupment of production costs are limited to income derived from exploitation of the event and the distribution of the event in their respective territories and from their share in exploitation of ROW rights. Accordingly each of the Co-producers has no entitlement to a share in the income derived from the territories allocated to the other Co-producers.
8.3 Each Co-producer bears the responsibility and risk of its independent financing, e.g. loans and line of credit as well as all liabilities arising from their agreements with any third parties and all obligations, costs and charges (e.g. distribution costs) incurred by the respective Co-producer.
8.4 Each co-producer shall bear the sole risk and responsibility for any overspend incurred by it in the absence of prior acceptance from the other Co-producers.
8.5 In the event for any reason no money is made from the exploitation of the event or the video of the event, ALIVE Foundation upon written notice shall be liable to disband this agreement and present each co-producer with a tax-deductable W-2 paperwork that will the enable the contribution to be identified as charitable.

9.0 CREDITS – COPYRIGHTS-BY LINE

9.1 The Co-producers agree that on-screen titles and in all advertising and publicity material there shall be appropriate credits in the following form:

“____”

9.2 The copyright by-line for the film shall be as follows:
Copyright 2012, ALIVE FOUNDATION

9.3 ALIVE Foundation may at its sole discretion arrange for the copyright in the Video to be registered at the US Copyright Registry and/or the WIPO Audio-visual Copyright Register.

10.0 PRODUCTION – DELIVERAY – RELEASE DATE – MISCELLANEOUS

10.1 The video shall be produced in the English language and delivered as one of these sources (SD Video, HD Video or DigiBeta) with an international soundtrack.

10.2 Principal photography is, at present, estimated to commence on the days of event and to be carried out in the United States.

10.3 Mr. Joshua Scurry retains the final cut of the video. However allows for changes in the video if expressly required by a distributor or broadcaster on account of defamatory or obscene material in the video.

10.4 The Video shall be completed with an international soundtrack on or before the 1st of September 2012 subject to alterations.

10.5 The initial release of the video shall take place no later than June,31st 2013 Notwithstanding the foregoing, in the event that the application does not succeed the release provision shall not be deemed binding.

10.6 The Co-producers shall have agreed on a delivery date at least 60 prior to the initial release of the video as well as on the film package for the intents and purposes of delivery which shall in general terms be in accordance with industry standards.

11.0 INSURANCE

11.1 ALIVE Foundation undertakes to effect the usual production insurance and shall procure that it will be maintained including: liability to third parties for the duration of the event and video, indemnity against damage to or loss of property to be used in connection with the production of the event and video.

11.2 Any sums paid out by insurers for claims against such insurance policies shall be applied towards unpaid production costs.

12.0 INDEPENEDENT CONTRACTORS STATUS – NO PARTNERSHIP

12.1 This Agreement shall not be deemed to create any partnership, joint venture, agent or employment relationship between the parties.

12.2 The Co-producers shall have no authority, express or implied, to act as an agent for the other Co-producer or any of its affiliates, for any purpose. The co-producers are and shall remain independent entity responsible for all their obligations and liabilities and for all loss and damage, and for any claims whatsoever from any third parties resulting from their respective operations and business.

13.0 THIRD PARTY TRANSFERS

None of the Co-producers shall assign , transfer, charge or make over this agreement or any of its rights and obligations without the prior written consent of the other co-producers, with the only exceptions being the exploitation of the territorial rights as stipulated in 'Article 2.1.2 through 2.1.4.

14.0 TERMINATION PROVISIONS – INSOLVENCY

14.1 In addition to any rights and remedies at law the Co-producers may, by giving written notice to the other party/ies, terminate this agreement as against such defaulting party/ies on the following grounds:

14.1.1 Where a party has failed to account or make payments as required under this agreement.

14.1.2 Where a party has committed a serious breach of its obligations under this agreement unless such party rectifies the position, within 14 days.

14.1.3 If an event of Insolvency occurs in relation to a Co-producer (no notice required). In this Agreement Event of Insolvency shall mean any deteriation in the financial circumstances of a Co-producer which prejudices the legal status of that Co-producer.

14.2 In the event that a termination is sought and enforced by one or more of the Co-producers to this agreement by right of Article 14.1.1 – 14.1.3, the defaulting party shall be excluded from the agreement and rights to underlying works and the event and video revert to resting party/ies, thereby affecting this agreement to the extent that the resting party/ies/Co-producers shall be entitled to carry on the production under this agreement mutatis mutandis except in the event that the defaulting party is ALIVE Foundation in such event the whole agreement shall be terminated and rights to underlying works will thereby automatically revert to ALIVE Foundation.

14.3 Upon termination in accordance with articles 14.1.1 – 14.1.3, the defaulting Co-producers interest in the Underlying Rights, the video, the physical materials of the video, and money on production accounts and collection accounts relating to the video shall, as legally permissible, automatically terminate and be transferred to the other Co-producers, subject to article 14.2. for this purpose the defaulting Co-producer shall execute all confirmatory documents reasonably required by the other Co-producers.

14.4 All Underlying Rights shall revert automatically to ALIVE Foundation if an Event of Insolvency occurs in relation to one or other of the co-producers.

15.0 TERM OF AGREEMENT

This agreement shall be effective from the date of execution until the copyright of the video expires, subject only to the termination and dissolvement provisions of the agreement.

16.0 VAT

All sums payable under this agreement are exclusive of any value added tax that may be payable by each party.

18.0 CONFIDENTIALITY – PUBLICITY

18.1 The co-producers shall not disclose to any third party any confidential business or future plans of the other Co-producers at any time acquired during the existence of this agreement and no reference is to be made to the terms of this agreement by the Co-producers in any way whatsoever e.g. in advertising, publicity or promotional material without the prior written consent of the other Co-producers.

18.2 The Co-producers shall consult each other as to the contents and layout of any publishing material which they intend to release.

19.0 AMENDMENTS AND ALTERATIONS

This agreement supersedes all previous agreements, representations or promises and sets out all terms agreed between the Co-producers. Any amendments or alterations to this agreement must be in writing and signed by an authorized signatory of the Co-producers.

20.0 APPENDICES

The Appendices attached to this Agreement shall be deemed to be an integral part of this Agreement.

21.0 FORCE MAJEURE

In the event that this Agreement cannot be performed or its obligations fulfilled for any reason beyond the reasonable control of the Co-producers, including such events as war, industrial action, floods, acts of God, then such non-performance or failure to fulfill obligations shall be deemed not to be a breach of this Agreement. In the event that this Agreement cannot be performed or its obligations fulfilled for any reason beyond the reasonable control of the defaulting party for a continuous period of two months, then the other party may, at its discretion, terminate this Agreement by notice in writing at the end of that period.

22.0 MUTUAL INDEMNITY

22.1 the Co-producers mutually undertake to indemnify the other against all liabilities, claims, demands, actions, costs, damages and loss arising out of any breach by either party of any terms of this agreement.

22.2 In the event of any claim, dispute, action, writ, or summons in connection with Article 22.1 above the Co-producers agree to provide full details to the other at the earliest opportunity and shall not settle any such matter without first consulting the other party.

23.0 NOTICES

Without prejudice to the right to serve notices by any other means any notice served under this Agreement shall be in writing. Any notices served and payments under this Agreement are to be sent to the parties respective addresses.

The Co-producers hereto have caused this agreement to be executed as the day and year first above written.

On Behalf of ALIVE Foundation

____

Sign

On behalf of _________________________

____

Sign