

From: Tom McGuire tmcguire@wmeentertainment.com
Subject: Re: Amazing Grace/WB Quitclaim Amendment
Date: March 21, 2016 at 7:00 PM
To: Todd Musburger todd@musburger.com
Cc: Liesl Copland LCopland@wmeentertainment.com, ALAN ELLIOTT alanelliott@g.ucla.edu



I can address most of this

Sent from my iPhone

Tom McGuire | WME
TMcGuire@wmeentertainment.com
310.248.3022

On Mar 21, 2016, at 5:31 PM, Todd Musburger <todd@musburger.com> wrote:

I hear you Alan...Tom, they have moved the goal posts again! Liesl, do they really want this film or not?

Todd W. Musburger
Todd W. Musburger, Ltd.
142 E. Ontario
Suite 500
Chicago, Illinois 60611
312 664 2600

On Mon, Mar 21, 2016 at 7:12 PM, Wendy Jaffe <wjaffe@lionsgate.com> wrote:

Hi Tom,

Thank you for the draft Quitclaim. The following are the list of points we feel remain unclear or are not addressed in the document:

Revisions within Existing Provisions:

- WB Entity:
 - Can you please confirm Warner Bros Pictures is the parent of Atlantic Recording Corp. and Warner Bros. – Seven Arts, Inc.? If that is not the case, please replace with overall parent of the three.
 - We also need something from Warner Bros. Records if Franklin's recording contract is part of the COT
- Paragraph A: Please revise to include all right, title and interest *in the Picture*, including distribution rights, performances, etc., as well as the services of any individuals involved with the production of the Picture (e.g., Pollack, etc.).
- Paragraph B:
 - Please confirm the amount (when known) and when you prepare the revised draft of the Acquisition Agreement (when the time comes) include an assignment of the up-front money to WB so we can pay them directly. This assignment should also include the \$35k if not already paid.
 - Please confirm WB is not being granted any audit or separate reporting rights (and include in the next draft of the Acquisition Agreement when applicable).

• Paragraph C: Although the headend possesses the first refusal right it is not actually present in the contract

- Paragraph C: Although the header references the first refusal right it is not actually present in the waiver language itself. Please clarify that all first negotiation and first refusal rights are waived.
- Paragraph D: This should be a complete waiver (past/present/future), not just with respect to things arising as of the date of signature. Also, since tied to the first payment, there should be a notice and cure provision rather than an immediate right to seek injunctive relief. Finally, please expressly include Summit, its licensees, assignees, distributors, agents and dealers.

Additional/Missing Provisions:

- Please add a waiver of all WB approval rights + acknowledgement/approval of the agreement with Summit.
- Please add the affirmative right of AI's Records and Tapes & Alan Elliott to freely assign, without approval.
- Please add a waiver of all WB rights of termination.
- Please add a waiver or amendment removing all instances of automatic termination (date driven as well as event driven).
- It is still unclear whether WB owns any music in the film (either the musical compositions or the sound recordings). If the rights are based on Franklin's record deal, at a minimum WB owns the sound recordings (as I recall, this was the reason we were given for not being granted soundtrack rights). Please confirm that you will be getting separate synch and master licenses from WB for any music in the film for which they own the publishing and/or the recording (as applicable) – in other words, synch, master (and frankly mechanical) rights are being granted, not quitclaimed. If otherwise, please explain and revise the QC accordingly so we can have a better understanding of the issues involved. If separate licenses are being obtained from WB please clarify the QC is in no way intended to supersede them.
- Please have WB acknowledge there is no obligation to pay any of the Franklin compensation under the recording agreement, including, but not limited to, the following:
 - 10% of 90% of SRLP
 - Mechanical royalties

Please feel free to call with any questions. Otherwise, we will look forward to receiving a revised draft.

Rights reserved.

Best,

Wendy

Wendy L. Jaffe | LIONSGATE | EVP, Business & Legal Affairs, Acquisitions & Co-Productions |
2700 Colorado Ave., Suite 200, Santa

Monica, CA 90404 | w: [310-255-3867](tel:310-255-3867) | f: [310-577-1693](tel:310-577-1693) | e: wjaffe@lionsgate.com

From: Tom McGuire [<mailto:TMcGuire@wmeentertainment.com>]

Sent: Friday, March 18, 2016 2:00 PM

To: Wendy Jaffe; Wayne Levin

Cc: alan elliott (ucla) (alanelliott@g.ucla.edu); Todd Musburger (todd@musburger.com); Liesl Copland

Subject: Amazing Grace/WB Quitclaim Amendment

Dear Wendy and Wayne:

I have attached for your review a proposed Amendment to the existing Quitclaim Agreement (as amended).

Please review and give me any comments you may have. I would like to get this document over to WB and get this part of the chain of title completed.

Thank you.

Tom

Tom McGuire | WME

TMcGuire@wmeentertainment.com
[310.248.3022](tel:310.248.3022)

