



August 21, 2009

Quotation Worksheet

Account Number: 775630
Account: AL'S RECORDS AND TAPES
Account Address: 1633 N Stanley Ave.
Los Angeles, CA 90046

Producer Contact: Winnie Wong
Producer: MOMENTOUS INSURANCE BROKERAGE INC.
Producer Address: 5990 SEPULVEDA BL. #550
VAN NUYS, CA 91411-0000

MediaGuardSM by Chubb on Federal Insurance Company
Form 14-02-14078 (Ed. 04/2008)

COVERAGE	LIMIT OF LIABILITY (Each Claim or Related Claim)	RETENTION
Option Number 1		
(A) NewsMedia and Multimedia Liability Coverage	Not Covered	Not Covered
(B) Covered Subpoena Coverage (News Organizations Only)	Not Covered	Not Covered
(C) Producers Liability Coverage	\$1,000,000	\$10,000
(D) Internet Liability Coverage	Not Covered	Not Covered
Aggregate Limit of Liability Each Policy Period	\$3,000,000	
Premium	\$7,925.00	

ENDORSEMENTS (The titles and headings are for convenience only. Please refer to the policy and endorsements for a description of coverage):

Applicable to Option Number: 1

- 10-02-1295 Important Notice to Policyholders
- 14-02-13387 Separate Retention Endorsement--\$100,000 retention for all claims involving Aretha Franklin
- 14-02-14160 California Amendatory Endorsement
- 14-02-14161 California Premium Endorsement
- 14-02-14441 Amend Exclusion A 15 Endorsement
- 14-02-14563 Producers Liability Omnibus Endorsement
- 14-02-14564 Producers Title Search and Report Endorsement
- 14-02-7964 Notice of Loss Control Services

COVERED MEDIA: N/A

INTERNET SITE(S): N/A

PRODUCTION(S): The theatrical or television release of the documentary entitled "Amazing Grace" including any supplemental programming included in the DVD, video or internet dissemination of such documentary by the Insured.

COINSURANCE PERCENTAGE

Applicable to Option Number 1

(A)	Claims based upon, arising from or in consequence of an Insured's Media Activities under Insuring Clause (A)	Not Covered
(B)	Subpoena Defense Costs on behalf of an Insured as a Result of any Covered Subpoena under Insuring Clause (B)	Not Covered
(C)	Claims based upon, arising from or in consequence of an Insured's Production Activities under Insuring Clause (C)	0%
(D)	Claims based upon, arising from or in consequence of an Insured's Internet Activities under Insuring Clause (D)	Not Covered

CONTINGENCIES

The above quote is expressly contingent upon receipt, review and acceptance of the subjectivities listed below. We must receive all of the items identified below on or before the Quotation Expiration date shown below and prior to binding. If all of these items are not received and approved by us on or before this date, this quote will automatically expire without further action or notice.

1. **Completed signed and dated Chubb Multimedia Application.**
2. **Copy of public endorsement by Aretha Franklin of the film.**

OTHER:

Quotation Expiration: 30 Days

Premium Due: 45 days from the end of the month in which the premium is effective.

Billing Type: Agency Bill

IMPORTANT

The foregoing quotation for coverage is subject to modification or withdrawal by the Company if, before the proposed inception date, any new, corrected or updated information becomes known which relates to any proposed Insured's claims history or risk exposure or which could otherwise change the underwriting evaluation of any proposed Insured, and the Company, in its sole discretion, determines that the terms of this quotation are no longer appropriate.

This proposal does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from offering or providing insurance. To the extent any such prohibitions apply, this proposal is void ab initio.

Notes:

Kevin Maloney
Underwriter



OFFEREE DISCLOSURE NOTICE OF
TERRORISM INSURANCE COVERAGE
(new policies and renewals with no terrorism
exclusion or sublimit and no premium charge)

Insuring Company: Federal Insurance Company

You are hereby notified that, under the Terrorism Risk Insurance Act (the "Act") effective December 26, 2007, we are making available to you insurance for losses arising out of certain acts of terrorism. The policy you are purchasing already includes insurance for such acts. Terrorism is defined as any act certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

You should know that the insurance provided by your policy for losses caused by acts of terrorism is partially reimbursed by the United States under the formula set forth in the Act. Under this formula, the United States pays 85% of covered terrorism losses that exceed the statutorily established deductible to be paid by the insurance company providing the coverage. However, if aggregate insured losses attributable to terrorist acts certified under the Act exceed \$100 billion in a Program Year (January 1 through December 31), the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

If aggregate insured losses attributable to terrorist acts certified under the Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

The portion of the offered policy's annual premium that is attributable to insurance for acts of terrorism is: \$ -0-.

If you have any questions about this notice, please contact your agent or broker.

IMPORTANT NOTICE TO POLICYHOLDERS

Insuring Company: <CARRNAME>

All of the members of the Chubb Group of Insurance companies doing business in the United States (hereinafter "Chubb") distribute their products through licensed insurance brokers and agents ("producers"). Detailed information regarding the types of compensation paid by Chubb to producers on US insurance transactions is available under the Producer Compensation link located at the bottom of the page at www.chubb.com, or by calling 1-866-588-9478. Additional information may be available from your producer.

Thank you for choosing Chubb.

ENDORSEMENT/RIDER

<COVSECT>

Effective date of
this endorsement/rider: <TRXEFFDATE>

<CARRNAME>

Endorsement/Rider No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

SEPARATE RETENTION ENDORSEMENT

In consideration of the premium charged, it is agreed that solely with respect to **Claims** against or in any way involving <SPENTITY>, the Retention Amounts set forth in ITEM 4 of the DECLARATIONS is deleted and replaced with the following with respect to each INSURING CLAUSE:

ITEM 4.

<u>INSURING CLAUSE</u>	<u>RETENTION AMOUNT</u>
(A) Newsmedia and Multimedia Liability Coverage	\$<RETENTION>
(B) Covered Subpoena Coverage (For News Organizations Only)	\$<RETENTION1>
(C) Producers Liability Coverage	\$<RETENTION2>
(D) Internet Liability Coverage	\$<RETENTION3>

With respect to all other **Claims** under this Policy, ITEM 4 of the DECLARATIONS shall remain unchanged.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

<ENDSIG>

Authorized Representative

ENDORSEMENT/RIDER

<COVSECT>

Effective date of
this endorsement/rider: <TRXEFFDATE>

<CARRNAME>

Endorsement/Rider No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

CALIFORNIA AMENDATORY ENDORSEMENT

In consideration of the premium charged, it is agreed that:

1. Non-renewal by the Company is effective only if the Company mails or delivers notice of non-renewal to the **Parent Organization** and to the agent of record, if any, at the mailing address shown on this Policy at least sixty (60) but not more than one hundred twenty (120) days before the expiration of the **Policy Period**; or
2. No notice of nonrenewal by the Company is required in any of the following situations:
 - (1) the transfer of, or renewal of, this Policy without a change in its terms or conditions or the rate on which the premium is based to another insurer within the Chubb Group of Insurance Companies;
 - (2) if this Policy is extended for ninety (90) days or less, provided that the Company has given notice of nonrenewal before such extension;
 - (3) if the **Parent Organization** has obtained replacement coverage or has agreed, in writing, within sixty days of the termination of this Policy, to obtain such coverage;
 - (4) if the **Parent Organization** requests a change in the terms or conditions or risks covered by this Policy within sixty (60) days before the end of the **Policy Period**;
 - (5) if this Policy is for a period of no more than sixty (60) days and the Company notifies the **Parent Organization** at the time of issuance that it may not be renewed; or
 - (6) if the Company has made a written offer to the **Parent Organization**, within the required time period for doing so under this Policy, to renew this Policy under changed terms or conditions or at a changed premium rate.

The Company may condition renewal of this Policy upon a reduction in limits, elimination of coverages, increase in retentions or increase of more than twenty-five percent (25%) in the rate upon which the premium is based, by mailing or delivering notice of such renewal change(s) to the **Parent Organization** at the mailing address shown on this Policy and to the agent of record, if any, at least sixty (60) but not more than one hundred twenty (120) days before the expiration of the **Policy Period**.

If, in connection with any non-renewal or renewal conditioned upon renewal change(s) as described above, the Company does not mail or deliver notice thereof at least sixty (60) days before the expiration of the **Policy Period**, the coverage afforded under this Policy shall continue in force with no change in its terms, conditions and limitations for sixty (60) days after the Company mails or delivers such notice.

The Policy will be deemed to have been amended to the extent necessary to effect the purposes of this Amendatory Endorsement.

The regulatory requirements set forth in this Amendatory Endorsement shall supersede and take precedence over any provisions of the Policy or any endorsement to the Policy, whenever added, that are inconsistent with or contrary to the provisions of this Amendatory Endorsement, unless such Policy or endorsement provisions comply with the applicable insurance laws of the state of California.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

<ENDSIG>

Authorized Representative

ENDORSEMENT/RIDER

<COVSECT>

Effective date of
this endorsement/rider: <TRXEFFDATE>

<CARRNAME>

Endorsement/Rider No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

CALIFORNIA PREMIUM ENDORSEMENT

In consideration of the premium charged, it is agreed that in compliance with the ruling of the Commissioner of Insurance of the State of California and the opinion of the Attorney-General of that state requiring that the premium for all bonds or policies be endorsed thereon, the basic premium charged for the attached bond/policy for the period

From: <EFFECTIVEDATE>

To: <EXPIRDATE>

Is: <PREMIUMSPELLEDOUT> (\$<PREMIUM>)

The Policy will be deemed to have been amended to the extent necessary to effect the purposes of this Amendatory Endorsement.

The regulatory requirements set forth in this Amendatory Endorsement shall supersede and take precedence over any provisions of the Policy or any endorsement to the Policy, whenever added, that are inconsistent with or contrary to the provisions of this Amendatory Endorsement, unless such Policy or endorsement provisions comply with the applicable insurance laws of the state of California.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

<ENDSIG>

Authorized Representative

ENDORSEMENT/RIDER

<COVSECT>

Effective date of
this endorsement/rider: <TRXEFFDATE>

Company: <CARRNAME>

Endorsement/rider No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

AMEND EXCLUSION (A)(15) ENDORSEMENT

In consideration of the premium charged, it is agreed that:

Section III. EXCLUSIONS, Exclusion (A)(15) is deleted and replaced with the following:

(15) based upon, arising from or in consequence of any professional or consulting services which do not fall within the definition of **Media Activities**, **Internet Activities** or **Production Activities**;

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this policy shall remain unchanged.

<ENDSIG>

Authorized Representative

<COVSECT>

Effective date of
this endorsement/rider: <TRXEFFDATE>

Company: <CARRNAME>

Endorsement/rider No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

PRODUCERS LIABILITY OMNIBUS ENDORSEMENT

In consideration of the premium charged, it is agreed that the policy is amended as follows:

1. The term "**Insured Person**," as defined in Section II. DEFINITIONS of the Policy, is deleted and replaced with the following:

Insured Person means:

- (A) any natural person or entity who was, now is or shall become a director, officer, member of the management committee, partner or foreign equivalent executive position, employee (full-time, part-time, seasonal, leased or temporary), cast or crew member, volunteer or a show participant of an **Insured Organization**, but only while acting within the scope of his or her duties as such;
- (B) any natural person or entity that disseminates **Matter** where the **Insured Organization** has entered into a written, oral or implied-in-fact indemnification or hold harmless agreement regarding **Claims** arising out of the dissemination of such **Matter**, provided that coverage is not provided for such natural person or entity for any **Matter** created, modified or furnished by such person or entity;
- (C) any natural person or entity that is an agent or independent contractor of the **Insured Organization**, including but not limited to stringers, freelancers and photographers, but only with respect to **Claims** arising out of **Production Activities** done for or at the direction of the **Insured Organization**, and only if and to the extent that the **Insured Organization**, after evaluating the merits of the **Claim**:
 - (1) has agreed in writing to include such agent or independent contractor as an **Insured** under this Policy; and
 - (2) provides the Company with written notice of such agreement within sixty (60) days of the **Insured** first becoming aware of such **Claim**;
- (D) the **Insured Organization's** stockholders for their liability as stockholders; or

(E) any loan-out company and its officers and employees, but only with respect to specific work for which the loan-out company has agreed to supply the services of its employees to the **Insured Organization for Production Activities**.

2. The term "**Production Activities**" as defined in Section II. DEFINITIONS of the Policy, is deleted and replaced with the following:

(A) any actual or alleged act, error or omission arising directly out of the preparation, production, publication, dissemination, release, broadcast, telecast, exhibition, sale, licensing or distribution of **Matter** in connection with **Productions**, including but not limited to any actual or alleged:

(1) invasion or infringement of the right of privacy or publicity, including the torts of intrusion upon seclusion, publication of private facts, false light, or misappropriation of name or likeness;

(2) libel, slander, or any other form of defamation or harm to the character or reputation of any person or entity, including product disparagement or trade libel;

(3) outrage, infliction of emotional distress or prima facie tort;

(4) false arrest, detention or imprisonment, harassment, trespass, wrongful entry or eviction, eavesdropping, or other invasion of the right of private occupancy;

(5) copyright infringement or misappropriation of property rights, information or ideas or dilution or infringement of title, slogan, trademark, trade name, service mark, or service name;

(6) negligence in connection with the content of **Matter**, including but not limited to any **Claim** alleging harm to a person or entity who acted or failed to act in reliance upon such **Matter**; and

(B) the development, creation, production, placement, or dissemination of **Matter** consisting of or relating to advertising, publicizing, promotion or sale of **Productions**; and

(C) the licensing to any third party of any logo, symbol, trademark or other intellectual property for use in connection with the sale of goods or services directly relating to **Productions**.

Production Activities does not include **Media Activities** or **Internet Activities**.

3. Section III. EXCLUSIONS (A)(10) of the Policy is deleted and replaced with the following:

(10) for any actual or alleged breach of any express or implied contract, agreement, warranty or guarantee, provided however, that this Exclusion shall not apply to:

(a) any **Claim** for liability which the **Insured** would have incurred in the absence of such contract, agreement, warranty or guarantee;

(b) any **Claim** alleging breach of a written, oral or implied-in-fact indemnification or hold harmless agreement, as described in paragraph (B) of the definition of **Insured Person**;

(c) any **Claim** pursuant to any alleged agreement between the **Insured** and the source of any **Matter** supplied to the **Insured** regarding:

- (i) the confidentiality to be afforded to such source or such **Matter**; or
- (ii) the ownership or exercise of rights in any **Matter** provided by such individual or entity;
- (d) any **Claim** alleging failure to attribute authorship, provide credit or provide correct credit under any agreement to which the **Insured** is a party;
- (e) any **Claim** alleging misappropriation of ideas under implied contract; or
- (f) any **Claim** alleging breach of a contract, implied-in-law or implied-in-fact, arising out of the actual or alleged submission of any literary, dramatic, musical or other similar material, or breach of trust and confidence arising out of any such submission.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this policy shall remain unchanged.

<ENDSIG>

Authorized Representative

ENDORSEMENT/RIDER

<COVSECT>

Effective date of
this endorsement/rider: <TRXEFFDATE>

Company: <CARRNAME>

Endorsement/rider No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

PRODUCERS TITLE SEARCH AND REPORT ENDORSEMENT

In consideration of the premium charged, it is agreed that:

Section III. EXCLUSIONS of the Policy is amended by adding the following Exclusion:

The Company will not pay **Loss**, including **Defense Costs**, for any **Claim** based on or directly or indirectly arising out of or resulting from the title of any of the following productions unless a satisfactory "Title Search and Report" has been approved by the Company by a separate endorsement to this Policy:

<NAMEOFORODUCTIONTS>

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this policy shall remain unchanged.

<ENDSIG>

Authorized Representative

Notice of Loss Control Services

Insuring Company: <CARRNAME>

As a Chubb policyholder, you have loss prevention information and/or services available to you, as described in this Notice.

Errors and Omissions Liability Loss Prevention Services

- **What is E&O Liability Insurance Booklet**

What is E&O Liability Insurance discusses general principles governing E&O liability and potential exposures facing professionals in their performance as professionals. To order *What is E&O Liability Insurance*, simply call **1.866.282.9001**, order 14-01-0157, and provide your mailing address.

The services provided are advisory in nature. While this program is offered as a resource in developing or maintaining a loss prevention program, you should consult competent legal counsel to design and implement your own program. No liability is assumed by reason of the services, access or information provided. All services are subject to change without notice.