

ICM / M. Kooij
10-24-18

AGREEMENT

THIS AGREEMENT is made and entered into, as of October _____, 2018 (the "Effective Date") by and between Alan Elliott ("Elliott"), Al's Records & Tapes ("Al's"), and Amazing Grace Movie, LLC (collectively and jointly and severally bound hereunder as "AE"), c/o Todd W. Musburger, Todd W. Musburger, Ltd., 3033 Simpson Street, Evanston, Illinois 60201 and the Estate of Aretha Franklin (the "Estate") c/o David J. Bennett, Thav Gross PC, 30150 Telegraph Road, Suite 444, Bingham Farms, Michigan 48025, each of whom may be referred to as a "Party" and/or collectively as "Parties".

AT (TYPO)

FEATURED (TYPO)

WHEREAS, in January, 1972 Warner Bros.- Seven Arts, Inc. (such entity and its affiliates, successors and assigns, collectively "Warner") made a motion picture documenting the ~~featured~~ musical performances of Franklin performing two concerts (the "Concerts") of primarily gospel songs in front of a live congregation at the New Temple Missionary Church of Los Angeles intended for release both as a record album and as a documentary film. Although the Concerts were filmed and recorded (the audio and visual recordings thereof, collectively, the "Concert Footage") and the record album was released in 1972 by Warner's affiliate, Atlantic Recording Corporation, under the title "Amazing Grace" and went on to be a very successful album, post-production of the Footage for the intended documentary was not completed for many years;

WHEREAS, in 2007 Elliott and Al's entered into an agreement with Warner, which agreement was subsequently amended (said agreement, as amended, the "Quitclaim Agreement," a true and complete copy of which is attached as Exhibit A hereto), whereby Elliott and Al's acquired all of Warner's right, title and interest in and to the Concert Footage, other film elements and documents related to the above-mentioned Concerts in return for certain consideration, including deferred compensation of \$35,000 and a "first dollar gross participation" of six percent (6%) (collectively, the "Warner Participation");

STILL NOT CLEAR HOW THIS WARNER 6% PARTICIPATION FACTORS INTO THE BACK END, OR WHAT DEFINITION WARNER HAS

WHEREAS, Elliott and Al's completed post-production of the documentary at their expense and attempted to exhibit the documentary at the Telluride Film Festival in 2015;

WHEREAS, Aretha Franklin ("Franklin") disputed Elliott's and Al's rights to exhibit the documentary without Franklin's additional written consent (the "Dispute") and obtained an injunction against the exhibition of the documentary at the Telluride Film Festival in 2015;

WHEREAS, AE possesses rights to a certain documentary film as shown in final cut (other than adding the credits referred to herein as the "Final Cut") to the Estate's Representative on or about September 20, 2018, with a working title of "Amazing Grace" (the "Film") which focuses on the artistry of Franklin;

WHEREAS, AE shall prepare the final credits to the Final Cut consistent with Rider C hereof;

WHEREAS, AE desires to release, distribute, present, and fully exploit the Film with the participation of the Estate; and

WHEREAS, the Estate desires to join in the exploitation of the Film under the terms and conditions expressly set forth herein;

NOW THEREFORE, in consideration of the covenants and promises set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which the Parties do hereby acknowledge, they hereby agree to the following:

CONDITIONS TO RELEASE OF FUNDS

As express conditions precedent to the release of funds pursuant to Section 2 hereof from Escrow, it is required that the following occur:

DISMISSAL OF LITIGATION: The Parties agree that litigation between them in the United States District Court for the District of Colorado, styled as: Aretha Franklin, Plaintiff v. Alan Elliott, D/B/A Al's Records and Tapes, Defendant, as Civil Action No. 15-cv-01921-JLK, shall be dismissed in its entirety with prejudice and that the Estate shall take the necessary action to do so as to all defendants named therein, without costs or fees. AE agrees to cooperate with the Estate in securing the dismissal.

GENERAL RELEASE: The parties each shall execute a full general release of claims, attached hereto as Appendix "1". Except for the obligations expressly set forth herein, such release is intended to fully resolve all past disputes and disagreements between the Parties relating in any way to the Dispute, including but not limited to any and all court filings, or court orders.

1. **GRANT OF RIGHTS:** Upon closing of all agreements and payment in full to Estate as set forth in Paragraph 2 hereof, and subject to the terms and conditions of this Agreement, the Estate hereby sells, grants, sets over, and assigns exclusively to AE, all rights of Aretha Franklin, of each and every kind, nature, and character whatsoever that she possesses in and to her name, image and performance solely as embodied in and with respect to the Film (individually and collectively, the "Appearance") including, but not limited to, all rights to distribute, market, advertise, promote and publicize the Appearance and otherwise exploit the same solely as comprised within the Film, in all media, whether now known or hereafter devised, including, without limitation, all theatrical, non-theatrical, home entertainment, television and digital media and methods of distribution including, but not limited to, by means of the Internet and mobile technologies, in any and all languages provided AE agrees not to permit any re-recording, digitization and/or other alteration of any songs so as to dub the singing voice of Aretha Franklin, it being agreed that AE, its licensees and assignees shall have the right to dub Aretha Franklin's voice only when she is speaking, throughout the World (the "Territory"). The exclusive rights granted to AE in and to the Appearance as set forth herein shall be collectively referred to as the "Appearance Rights". Without limiting the foregoing, the Estate hereby quitclaims to AE any and all distribution rights of each and every kind, nature and character whatsoever in and to the Appearance as incorporated in the Film including, without limitation, all theatrical rights, non-theatrical rights, home entertainment rights, television and cable rights, exclusively, in the Territory, including, without limitation, the exclusive right to reproduce, distribute, display, exhibit, promote, market, advertise, broadcast, sell, rent, give-away, sub-distribute and otherwise exploit the Film in all media whether now known or hereafter devised, in any and all languages, provided AE shall not permit any re-recording, digitization and/or other alteration of any songs so as to dub the singing voice of Aretha Franklin, it being agreed that AE and its licensees and assignees shall have the right to dub Aretha Franklin's voice only when she is speaking, through any and all means, methods, and manners of exhibition, distribution and exploitation, whether now known or existing or hereafter devised or invented including, but not limited to, distribution through the Internet collectively, the "Distribution Rights". The

MAKE CLEAR
THIS MEANS ONLY
THE DISMISSAL AT (A)

AND RELEASE AT (B)
(NOT EVERYTHING
THEHEREAFTER
"FOLLOWING")

IT [THE ESTATE]
[T/10]

STILL PERMITS
EXCLUSIVE
USES W/O ANY
APPROVAL OF
ESTATE

Commented [KMI]: Limit ancillary rights (music videos, clip licensing, merchandising, commercial tie-ins, sponsorships, new soundtrack audio recordings other than rights to existing Warner sound recording(s)).

STILL NO ESCROW AGREEMENT PROPOSED (NOT EVEN WHO IS PROPOSED ESCROW HOLDER)

Appearance Rights and the Distribution Rights are individually and collectively referred to herein as the "Rights".

2. COMPENSATION:

2.1 FIXED COMPENSATION:

- (a) Upon execution of this Agreement by the Estate, AE shall immediately (i.e. no later than one (1) business day following execution of this Agreement) by wire transfer in accordance with the applicable escrow instructions, for and on behalf of the Estate, the sum of Five Hundred Thousand Dollars (\$500,000). Payment to the Estate from escrow shall be made in accordance with the escrow instructions, from an Escrowee jointly approved by the parties, the agreed to form of which shall be attached hereto as Appendix 3, and incorporated herein by this reference. The Estate shall be solely responsible for, and is legally bound to make, payment of any taxes determined to be due and owing to any federal, state, or local, taxing authority as a result of any payment to the Estate pursuant to this Agreement.
- (b) Additionally, assuming all prior obligations by the Estate have been made under the terms of this Agreement, upon execution of a distribution agreement by AE, and the release of the Film, AE shall pay to the Estate the sum of Six Hundred Thousand Dollars (\$600,000). No additional compensation of any type shall be due the Estate except as expressly specified in this Agreement.

Commented [LR2]: MAARTEN TO PREPARE ESCROW INSTRUCTIONS

NOW THEY'RE NOT EVEN ESCROWING THE FULL \$1.1MM AND THEY'VE CUT THE FIRST "HALF" TO \$500K, NOT \$550K

NOW \$600K CONDITIONED ON SIGNED DISTRIBUTION AGREEMENT AND RELEASE OF FILM, WHICH COULD BE NEWZ.

2.2 CONTINGENT FUTURE PARTICIPATION: In addition to the amount of fixed compensation the Estate shall receive under the terms of sections 2.1 and 2.2, above, AE shall pay the Estate Ten Percent (10%) of AE's net proceeds from all forms of exploitation of the Film throughout the Territory. Net Proceeds shall mean the sum remaining following payments to third parties who have a valid prior financial interest in the Film, and the full recoupment of the budget, as referred to in Appendix "B", which shall include the fixed compensation to the Estate, referred to in section 2. above.

WHAT OTHER ESTATE OBLIGATIONS APPLY BESIDES ① SIGNING THIS AGREEMENT. ② DISMISSING THE COLONADO ACTION ③ SIGNING THE DIRECTED RELEASE?

NOT INCLUDED BUT IF IT'S SAME IS TOLD SENT US LAST WEEK THAT'S \$4.047

3. CREDIT:

3.1 Franklin shall be accorded on-screen credits in the Film in substantially the following forms:

(a) Starring Credit: Above the title, but after the "presentation" credits, on a separate card:

"ARETHA FRANKLIN" (the "Starring Credit"); and

(b) Producer Credit: In the same section of the credits as other "Produced By" or "Producer" credits are given and in no less size or prominence than the "Produced By" or "Producer" credit given to Elliott:

Produced by Aretha Franklin" (the "Producer Credit").

\$4.047 million EXCLUDING THE \$1.1MM TO ESTATE, AFTER UNSPECIFIED / UNCALC'D THIRD PARTY COSTS.

NOT SEPARATE CARD

+ NO DIRECT ACCOUNTING, AUDIT, MFR W/ ROLLBACK OF OTHER PARTICIPANTS.

Such credits shall also be given to Franklin in all ads, trailers and promotional materials for the Film except for small-sized ads and materials where the Film's billing block is not reproduced, awards ads and other customary exceptions. No casual or inadvertent failure by Producer, or any third party, to comply with the provisions of this paragraph 5 shall constitute a breach of this Agreement, but Producer shall use reasonable efforts to prospectively cure any such failure.

3.2 Sabrina Owens ("Owens") shall be accorded on-screen credits in the Film in substantially the following forms:

(a) Producer Credit: In the same section of the credits as other "Executive Produced By" or "Executive Producer" credits are given and in no less size or prominence than the "Executive Produced By" or "Executive Producer" credit given to any others:

Such credits shall also be given to Owens in all ads, trailers and promotional materials for the Film except for small-sized ads and materials where the Film's billing block is not reproduced, awards ads and other customary exceptions. No casual or inadvertent failure by Producer, or any third party, to comply with the provisions of this paragraph 5 shall constitute a breach of this Agreement, but Producer shall use reasonable efforts to prospectively cure any such failure.

4. CONFIDENTIALITY AND NONDISCLOSURE OF SETTLEMENT AGREEMENT:

The Parties expressly understand and agree that the terms and conditions of this Agreement, and all documentation connected to this Agreement, and any negotiations that occurred in connection with this Agreement, shall remain confidential. If a Party is asked to comment on the resolution of this dispute, such Party agrees to respond with a statement substantially similar to: "The parties have amicably resolved the matter" or in a manner expressly agreed upon by the Parties in writing prior to any release of any statement. Except as stated in the preceding sentence, no terms of this Agreement shall be disclosed to any non-signatory person or entity, except: (i) with the specific written consent of all Parties; (ii) as required by a court or other governmental body, or as otherwise required by law or regulation; (iii) to outside and in-house legal counsel, and their staffs, for the Parties; (iv) to officers, directors, partners, or owners (past or present) of the Parties; (v) to accountants, banks, insurers, reinsurers, and financing sources, and other advisors or consultants of the Parties, on a need-to-know basis only.

5. NON-DISPARAGEMENT/PUBLIC SUPPORT: The Parties agree that, unless required to do so by a court of law, neither Party shall make any disparaging statements or representations, either directly or indirectly, whether orally or in writing, by word or gesture, to any person whatsoever, about the other Party or the Film. The Estate agrees to (i) issue a public statement in support of the Film and the distribution thereof, the contents of which shall be subject to mutual prior, written approval of AE and the Estate, and (ii) refrain from making any public statement concerning the Film or the distribution thereof, which may be reasonably construed as unfavorable. AE agrees that it shall obtain the Estate's prior approval of any communications of any kind made in reference to Aretha Franklin and the Estate's participation with the distribution and presentation of the Film, except as otherwise expressly set forth herein.

6. ARTISTIC CONTROL: Performing such work as might be necessary to complete the Film so that it meets the requirements for distribution and presentation shall be the sole responsibility of AE. All associated costs for completed work as well as what might be needed in the future is reflected on the Film budget, attached hereto as Appendix "B". In the process of providing any additional work as may

any and all
NOT SEPARATE CRED
MISSING, EXCLUDED TO TIE TO OTHER E.P. / PRODUCER CREDITS

be required on the Film, AE shall at all times adhere to the highest possible standards to protect the reputation and standing of Aretha Franklin throughout the Territory.

7. **MUTUAL REPRESENTATIONS, WARRANTIES, AND COVENANTS:** Each Party to this Agreement acknowledges, represents, warrants, and covenants as to itself and no other party:

Commented [KM3]: Need joint / several reps from all parties comprising AE as to ownership of Film (including all physical footage / audio) + distribution rights thereto.

Commented [LR4R3]: Please add

7.1 That the Party has carefully read and reviewed this Agreement, knows and understands the Agreement fully and, further, has reviewed the terms of this Agreement with one or more attorneys of the Party's choice prior to executing this Agreement;

7.2 That the Party understands the meaning, validity, effectiveness and consequences of this Agreement, and of each and every provision, covenant, condition, term, paragraph, subparagraph and sentence thereof;

7.3 That the Party waives any right to argue or otherwise assert that such Party did not, prior to their execution, fully understand this Agreement, each and every provision, covenant, condition, term, paragraph, subparagraph and sentence thereof, or the meaning, effectiveness and consequences thereof;

7.4 Except for the payment of the monies referenced in Sections 2 and 3 the Parties specifically do not rely upon any statement, representation, legal opinion, accounting opinion or promise of any other Party to this Agreement or of any person representing any such other Party in executing the Agreement, except as expressly stated in this Agreement;

7.5 That the Party has not granted the rights hereunder to any other third party, nor has made any agreement with a third party to do so in the future;

7.6 That the Party is signing this Agreement freely and voluntarily and without any unlawful or improper coercion;

7.7 That the Party will not, either directly or indirectly, take any action that would interfere with the performance of this Agreement by any other Party which would adversely affect any of the rights provided for in this Agreement;

7.8 That the execution, delivery and performance by such Party will not conflict with or violate any of such Party's organizational documents, or court orders, and do not and will not conflict with, violate, result in a breach of, cause a default under, or be unenforceable, void or voidable, in whole or in part, under (i) any applicable law, (ii) any provision of any order, arbitration award, judgment or decree or (iii) any contract or other agreement as to which such Party is a party or is otherwise bound.

7.9 The Estate and AE (each of them, in such capacity, the "Indemnifying Party") each hereby agree to defend, indemnify and hold harmless the other party (each of them, in such capacity, the "Indemnified Party"), and its and their affiliates, successors, licensees, and assigns against any liabilities, losses, claims, demands, costs and expenses (collectively, "Claims") arising out of any breach of any representation, warranty or agreement made by the Indemnifying Party herein, which Claim has been reduced to a final, non-appealable judgment or settled with the written consent of the Indemnifying Party, such consent not to be unreasonably withheld.

This is supposed to be the execution copy?

8. **REPRESENTATION AND WARRANTY OF AUTHORITY.**

8.1 Each person who signs below represents and warrants that he has the necessary authority to bind the entity for which he is signing; and that he has read this Agreement in its entirety, and had the opportunity to consult with their own counsel before signing. Each entity to this Agreement represents and warrants that the person executing this Agreement on its behalf has the authority to execute this Agreement on such Party's behalf.

8.2 The Estate is the sole, exclusive and absolute owner of the rights granted herein, and has the sole, exclusive and absolute right to grant or vest in AE, all rights, licenses and privileges granted to or vested in AE under this Agreement. The Estate, and its lawful representatives, further warrant and covenant that through valid court orders it possesses the authority and right to enter into and fully comply with this Agreement.

8.3 AE represents, warrants and agrees that it (i) has the unfettered right to enter into and perform this entire Agreement; (ii) is not subject to any conflicting obligation or disability which will or might interfere with its execution and performance of this Agreement; (iii) has obtained or prior to the release of the Film will obtain all of the necessary rights clearances from all persons appearing in or rendering services on behalf of the Film including without limitation, if necessary, the Estate of the Rev. James Cleveland, the church choirs ~~oping~~ in the Film, and the Estate of Sydney Pollack; and (iv) that it shall pay any guild residual payments that might be required.

Commented [KM5]: Add customary indemnification. E+O /other insurance coverage for Estate?

Commented [LR6R5]: Please add specific language

Commented [LR7]: Should we just pick up the indemnification language from the September 2015 draft letter agreement?

Commented [LR8R7]: At a minimum use the 12/14/16 partially executed agreement.

NOT ADDED

Commented [LR9]: David Bennett to Verify

affirmative (title)

9. **GOVERNING LAW:** The Parties stipulate and agree that this Agreement shall be deemed for all purposes to have been made and entered into entirely in the State of California and shall be construed and interpreted in accordance with, and shall be governed by, the substantive and procedural laws (other than choice of law provisions, as to which no state's laws shall apply in light of the agreed upon application of California substantive law) of the State of California. If there is any conflict between any provision of this Agreement and any present or future statute, law, ordinance, regulation, or collective bargaining agreement, the latter shall prevail; provided, that the provision hereof so affected shall be limited only to the extent necessary and no other provision shall be affected.

10. **DISPUTE RESOLUTION/NO EQUITABLE RELIEF:** In the event that any dispute, claim and/or action is brought concerning, arising out of or related to this Agreement, each of the Parties hereto agree that it shall be submitted first to mediation and if not resolved then to final and binding arbitration in Wayne County, Michigan. The Estate agrees that in the event of any dispute relating to the subject matter hereof, the Estate shall not seek to or be entitled to enjoin the licensing, distribution or other exploitation of the Film itself, or the marketing, advertising, promotion or publicity of the Film itself.

11. **NO WAIVER:** No provision hereof may be waived unless in writing and signed by the Party whose rights are thereby waived. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein (whether similar or not), nor shall such waiver constitute a continuing waiver unless otherwise expressly so provided.

10250 Constellation Boulevard
Los Angeles, California 90067
Telephone: 310 550 4046
rlevy@icmpartners.com

Any Party may change his or its address upon written notice to the other Party.

17. **ENTIRE AGREEMENT:** This Agreement constitutes the full and final agreement of and among the Parties with respect to the subject matter hereof and supersedes all prior discussions, agreements or understandings regarding the subject matter hereof. Each Party acknowledges, warrants, promises and represents that it has not executed this Agreement in reliance upon any promise, statement, representation or warranty, whether oral or written, not expressly set forth herein and that he, she or it has had the opportunity to consult with counsel concerning this Agreement. .

18. **WRITTEN, SIGNED AMENDMENT REQUIRED:** This Agreement may not be altered, modified or amended in any respect except by a written instrument signed by each Party.

19. **SURVIVAL:** The representations and warranties set forth in this Agreement are deemed to and shall each survive the execution of this Agreement and, unless any such representation or warranty is temporally limited in which event such temporal limitation shall control, shall each constitute continuing and ongoing representations and warranties of the Parties.

20. **FURTHER DOCUMENTS:** The Parties agree to cooperate with each other in carrying out the intent of this Agreement and executing all documents, and agreements as are reasonably required to effectuate the terms of this Agreement. From time to time, at the request of any Party, at its expense and within a reasonable period of time after request hereunder is made, the Parties hereby agree to execute and deliver any and all further documents and instruments, and shall do all acts, as any Party may reasonably request which may be necessary or appropriate to fully implement the provisions of this Agreement; provided that compliance with such requests do not involve any undue burden or more than nominal out of pocket expenses.

21. **ASSIGNMENT:** The rights granted by any Party to the other Party includes the unrestricted right to assign, license, transfer and otherwise convey the same to third parties on such terms and conditions as the transferring Party deems appropriate and which is consistent with the terms of this Agreement, and such third party shall have the right to assume such rights.

22. **REPORTING PERIODS & AUDIT:** Customary detailed accounting statements with respect to all Gross Receipts and Net Proceeds shall be calculated on not less than a semiannual basis. Statements and payments shall be delivered within ninety (90) days of the close of each reporting period. The Estate shall have the right to have a certified public accountant of its choice audit Distributor's books and records with respect to the Picture once per year (and only once with respect to any particular records and/or statements) at the Estate's sole cost and expense; such audit shall take place at Distributor's principal place of business during normal business hours and shall not unreasonably interfere with Distributor's course of business. All notices, statements and payments made pursuant to this Agreement shall be deemed valid and binding on the Estate and shall not be subject to dispute or audit unless disputed in writing within thirty-six (36) months after first issued. Without limiting the foregoing, Distributor shall notify the Estate in writing of any request to

AC CAN
ASSIGN +
HAVE NO
FURTHER
OBLIGATIONS

audit Distributor with respect to the Film so as to provide the Estate the opportunity to participate in such audit in accordance with the terms of this Agreement.

[EXECUTION PAGE ON SEPARATE PAGE]

IN WITNESS WHEREOF, the Parties hereby acknowledge and represent that they have each read this Settlement Agreement, consisting of a total of _____ pages, and that they have executed this Agreement as of the day and year first set forth above.

Dated: _____, 2018

Alan Elliott

Al's Records and Tapes

Dated: _____, 2018

Alan Elliott

Amazing Grace Movie, LLC

Dated: _____, 2018

Alan Elliott

Estate of Aretha Franklin

Dated: _____, 2018

By: _____

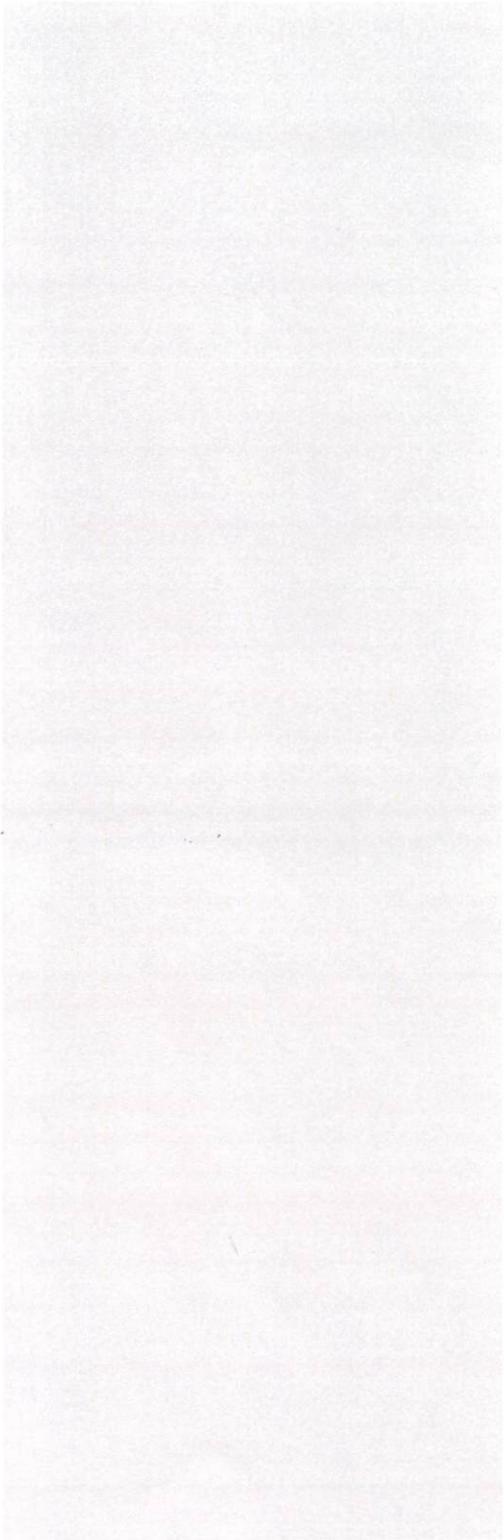
Its: _____

Attorney for the Estate of Aretha Franklin

Dated: _____

David J. Bennett

APPENDIX 1



GENERAL RELEASE

The Estate of Aretha Franklin, by the court appointed representative thereof, hereby releases, acquits and discharges Alan Elliott, Al's Records and Tapes, and Amazing Grace Movie, LLC, together with their past or present agents, insurers, representatives, officers, directors, shareholders, predecessors, successors, assigns, employees, attorneys, executors, administrators, shareholders, interest holders, direct or indirect parent companies, affiliates, and subsidiaries, from any and all charges, complaints, claims, grievances, liabilities, obligations, promises, agreements, contracts, controversies, damages, actions, causes of action, suits, rights, demands, costs, fees (including but not limited to attorney's fees), losses, debts and expenses of any nature whatsoever, past or present, whether known or unknown, and whether arising under the laws of the State of California or any other jurisdiction, including, but not limited to, the action filed in the United States District Court for the District of Colorado (commonly referred to as Franklin v Elliott 15-cv-01921-JLK), pertaining to any acts or omissions related to or arising from any dispute, litigation, or any other agreement or matter between the Parties. This General Release resolves any claim for relief alleged or that could have been alleged, no matter how characterized, whether or not apparent or yet to be discovered.

As set forth herein, the Parties hereby acknowledge that they are fully familiar with the provisions of Section 1542 of the Civil Code of the State of California, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

The Parties each hereby waive, release and relinquish any and all of the rights and benefits which they have or may have under said Section 1542 or under any law or principle to the same or similar effect of this or any other jurisdiction, to the fullest extent permitted by law.

ACCEPTED AND AGREED TO:
Estate of Aretha Franklin

Dated: _____, 2018

By: _____

Its: _____

Attorney for the Estate of Aretha Franklin

David J. Bennett

Commented [LR12]: To be limited to the Dispute and made mutual

NOT DONE -
STILL A
UNILATERAL
RELEASE BY
ESTATE W/
NO RECIPROCAL
DE RELEASE,
AND COVERS
ANY AND
ALL CLAIMS
INCLUDING
"YET TO BE
DISCOVERED".
THEY DID NOT
AGREE TO
ANY OF THE
CHANGES WE
REQUESTED FOR
THE ESTATE,

APPENDIX 3
[ESCROW INSTRUCTIONS TBS]