

Tilly 1021454

CEASE AND DESIST AGREEMENT

This Cease and Desist Agreement (hereinafter "Desist Agreement") is freely entered into by Aretha Franklin, Al's Records and Tapes and Alan Elliott in his individual and official capacity as the owner and controller of Al's Records and Tapes. In consideration of the commitments made to them, all of which commitments are set forth in this document, which shall be executed by the parties no later than January 12, 2012:

1. Al's Records and Tapes and Alan Elliott on behalf of himself, his spouse (if any), heirs, estate, executors, administrators, insurers, attorneys, successors and assigns (all hereinafter "Alan and Al's") hereby fully agree to immediately cease and desist from the commercial exploitation or otherwise of Ms. Franklin's name and likeness in any form or fashion in general but specifically in connection with Aretha Franklin's 1972 concert performance at the New Missionary Baptist Church in Los Angeles, California. Alan and Al's fully agree and understand that private and/or public viewings/screenings whether for financial remuneration or not, of the above-mentioned performance is strictly prohibited by the herein agreement, without the prior written consent of Ms. Franklin.

2. This Cease and Desist Agreement is binding for the benefit of Ms. Franklin, Al's Records and Tapes and Alan Elliott, in his individual and official capacity as owner and operator of Al's Records and Tapes, their respective, heirs, executors, administrators, insurers, attorneys and assigns, whenever the context requires.

3. For consideration of this agreement, both sides hereby agree to the mutual exchange of one dollar (receipt of which is hereby acknowledged) and agree not to challenge the adequacy of consideration for this agreement.

4. If any term or condition of this Cease and Desist Agreement is determined to be overbroad or invalid, the remainder of the provisions shall remain in full force and effect.

5. This Cease and Desist Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matters herein, and supersedes and replaces any prior

agreements or understandings, whether oral or written, between and among them with respect to such matters.

6. The provisions of this Cease and Desist Agreement may not be waived, altered, amended, or repealed in whole or in part except upon the prior written consent of all the parties hereto.

7. This Cease and Desist Agreement shall be construed and enforced in accordance with the laws of the State of Michigan.

8. If any suit is brought relating to this Cease and Desist Agreement or any breach of it, the prevailing party in such suit shall be entitled to all remedies and reimbursement for reasonable costs, expenses and attorneys' fees incurred by it in each such suit.

9. Al's Records and Tapes and Alan Elliott in his individual and official capacity as owner and operator of Al's Records and Tapes expressly states that he has read this Cease and Desist Agreement, with the assistance of his counsel of choice, and understands all of its terms, and that the preceding paragraphs recite sole consideration for this Cease and Desist Agreement, and that all agreements and understandings between the parties are embodied and expressed herein. Al's Records and Tapes and Alan Elliott in his individual and official capacity as owner and operator states that they have been given a reasonable amount of time to consider the contents of this Cease and Desist Agreement. The contents of this Cease and Desist Agreement have been explained to the parties mentioned in the herein paragraph by their counsel of choice and agree that they are executing this Cease and Desist Agreement voluntarily with full knowledge of its legal significance.

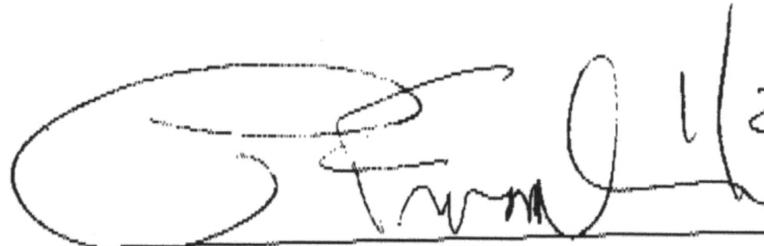
10. The parties acknowledge that they have each read and reviewed the terms of this Cease and Desist Agreement, and had an opportunity to confer with counsel in the negotiation of this Cease and Desist Agreement. Accordingly, the Cease and Desist Agreement shall be construed neither for nor against any party, but shall be given a fair and reasonable interpretation in accordance with the meaning of the terms and the intent of the parties.

11. Each party agrees to execute any and all documents and instruments necessary to facilitate and effect the terms of this Cease and Desist Agreement. This Cease and Desist Agreement

shall be delivered to Arnold E. Reed, Arnold E. Reed & Associates, P.C. 32255 Northwestern Hwy., Ste. 251, Farmington Hills, MI 48334, telephone (248) 855-6330, facsimile (248) 855-6340. An executed counterpart may be transmitted by facsimile and shall be effective and binding on the parties at such time as transmission is complete. In that event, each party agrees to send the original counterpart by United States Postal Service first class mail or overnight delivery on the same day it is sent by facsimile.

12. The Parties agree that they may continue to negotiate a mutually agreeable deal involving the release of the above-mentioned 1972 concert performance by Aretha Franklin. In the event that the parties reach a mutually satisfactory deal, the terms of said deal will be memorialized and evidenced by a writing, signed by the parties herein. The parties herein further agree and understand that the terms and conditions of the herein agreement do not compel them to further negotiate a deal involving the release of the subject concert performance referenced herein. However, should the parties continue to negotiate, said negotiations will be conducted in good faith and best efforts will be employed in reaching a mutually satisfactory deal.

DATE: 1/24/12

 1/24/12
 Aretha Franklin

DATE: 1.9.12


 Alan Elliott

DATE: 1.9.12


 Al's Records and Tapes

Approved as to form and acknowledged.

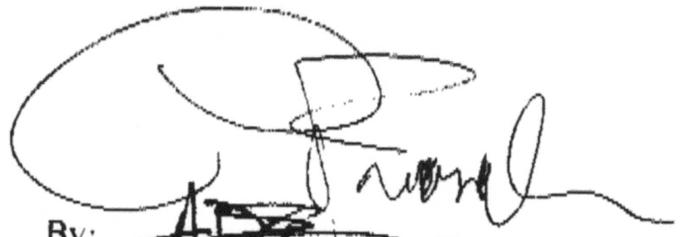
DATE: _____

 Aretha Franklin

DATE: 1.9.12


 Alan Elliott

DATE: 1/9/12

By: 
Al's Records and Tape

DATE: 1/10/12

By: 
George Rush
Attorney for Defendants
Alan Elliott and Al's Records and
Tapes