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AMAZING GRACE MOVIE, LLC, a California Limited Liability Company, Claimant, v. ANDREW MAYORAS, as Representative of the ESTATE OF ARETHA FRANKLIN; KECALF FRANKLIN, in his personal capacity; ROES 1-50. Respondents.	Case No.: **COMPLAINT FOR:** **(1) BREACH OF CONTRACT;** **(2) BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING;** **(3) UNFAIR BUSINESS PRACTICES** **(4) TORTIOUS INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE (COUNT I);** **(5) TORTIOUS INTERFERENCE WITH ECONOMIC ADVANTAGE (COUNT II)** **(6) EXPRESS INDEMNITY;** **(7) TORTIOUS INTERFERENCE WITH CONTRACT**

Claimant AMAZING GRACE MOVIE, LLC ("**AGM**" or "**Claimant**") brings this Complaint for damages against Respondents ANDREW MAYORAS, a Representative of the ESTATE OF ARETHA FRANKLIN (collectively, the "**Estate**" or "**Respondent**"); KECALF FRANKLIN, and ROES 1-50, inclusive, based on the following allegations:

PARTIES, JURISDICTION AND VENUE

1. At all times herein mentioned, Claimant AMAZING GRACE MOVIE, LLC ("Claimant") was and is a California Limited Liability Company with its headquarters and principal place of business in Los Angeles, California.

2. Plaintiff is informed and believes, and based thereon alleges that Respondent Mayoras is, and at all times herein mentioned was, the Estate of the late artist Aretha Franklin, administered under the laws of the State of Michigan, by and through its duly appointed representative, Andrew Mayoras, acting in such representative capacity.

3. Plaintiff is informed and believes, and based thereon alleges that Respondent KECALF FRANKLIN is an individual residing in the State of Michigan.

4. This cause is properly before the Judicial Arbitration and Mediation Service, JAMS, and subject to its Expedited Rules and Procedures pursuant to Section 10 of the parties' agreement. (Exhibit B, Sec. 10, p. 8)

FACTUAL ALLEGATIONS

A. Relevant Background

1. Over two nights in January of 1972, the inimitable "Queen of Soul," Aretha Franklin, accompanied by Reverend James Cleveland and the Southern California Community Choir, performed a concert from the pulpit of the New Temple Missionary Baptist Church in the Watts neighborhood of Los Angeles, California (the "Concert"). With the pulpit as her stage, Franklin delivered one of the most mesmerizing performances of her career. She was a preacher as much as a singer, a healer as much as an entertainer. Tucked in the pews were Mick Jagger and Charlie Watts, captivated and unblinking.

2. The performance was recorded as a live album entitled "Amazing Grace," released by Atlantic Records in 1974. The album was a critical and commercial success, winning the 1973 Grammy Award for Best Soul Gospel Performance; "Amazing Grace" remains the best-selling gospel album *of all time* and one the greatest commercial successes of Franklin's career.

3. Franklin's performance, and all proceeds thereof including, but not limited to, the sound recording and film footage was produced and owned by Warner Brothers and Atlantic Records[1] (collectively, "Warner Bros.") as part of Franklin's April 1, 1968, overall deal with Warner Bros. (the "**WB-Franklin Agreement**"). The WB-Franklin Agreement governed Franklin's exclusive personal services to Warner Bros. for a period of 5 years. Attached hereto as **Exhibit A** is a true and correct copy of the WB-Franklin Agreement.

4. Unfortunately, the Concert footage wouldn't see the light of day for over three decades. Several technical requirements necessary to synchronize picture and sound were neglected, and most of the footage from the Concert was unusable. Alas, the footage and accompanying sound recordings collected dust in a Warner Bros. vault.

B. Claimant's Tireless Efforts to Resurrect *Amazing Grace*

5. In 2007, producer and composer Alan Elliott ("Elliott"), the principal of Amazing Grace Movie, LLC ("AGM" or "Claimant") and longtime admirer of Franklin, convinced Warner Bros. to sell him all its right, title and interest in and to the Concert footage, including the non-synced audio and film reels. Elliott mortgaged his home and spent countless hours resurrecting and technically syncing the footage. Without any assistance whatsoever from Respondent, and after pouring years of effort and equity into the project, Elliott created what eventually became one of the most celebrated music documentaries of all time, *Amazing Grace* (the "Picture"). See, *e.g.* Wesley Morris, *Amazing Grace Review: Aretha Franklin Is Glorious in a Rousing Concert Film*, The New York Times (Dec. 5, 2018)[2]; Emily Lordi, *My Soul Is Satisfied: An Intimate New Documentary Explores The Source of Aretha Franklin's Power*, (April 5, 2019)[3].

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[1] Warner Bros. acquired Atlantic Records in 1967 and later evolved into Warner Music Group (WMG).
[2] https://www.nytimes.com/2018/12/05/movies/amazing-grace-review.html
[3] https://www.newyorker.com/culture/cultural-comment/my-soul-is-satisfied-an-intimate-new-documentary-explores-the-source-of-aretha-franklins-power

6. The tremendous accolade and acclaim that accompanied the Picture no doubt aided in increasing the goodwill and fanfare of Franklin's music and legacy.

7. Elliott transferred all rights to the Picture to Claimant, including the copyright thereto, and began distribution.

C. Claimant's Agreement with the Franklin Estate and The Instant Dispute

8. On March 21, 2019, AGM entered into an agreement with the Estate of Aretha Franklin (the "Estate"), whereby AGM acquired a comprehensive grant of rights from Respondent in exchange for $1.1 million, 10% of the net proceeds from the Picture, and other valuable consideration, including posthumous "Starring" credit for Franklin, and a "Produced By" credit for the then current administrator of the Estate. The March 2019 agreement was subsequently and minimally amended on April 8, 2019 (together, the "Agreement"). Attached hereto as **Exhibit B** is a true and correct copy of the Agreement.

9. Section 2 of the Agreement is nothing short of a broad, exclusive, and all-inclusive grant of rights in and to the "name, image and performance of Aretha Franklin solely as embodied in the Film [Picture] and the Concert Footage… including, but not limited to, all rights to distribute, display, market, advertise, promote and publicize [the same] in all media, whether now known or hereafter devised…" (**Exh. B**, Sec. 2(a), p.2) The Agreement further states:

> …the Rights expressly include the right to use the Appearance, Aretha Franklin's name, voice, likeness, biography and/or any portion or element thereof in connection with any and all ancillary and subsidiary rights in connection with the Film, the Concert Footage and/or Appearance, including but not limited to merchandising; commercial tie-in rights; performance rights; print and/or text publication rights; electronic game rights (including but not limited to videogame rights); music video rights; soundtrack rights, publishing rights, music publishing rights, Subsequent Production Rights (as defined below); and Clip Rights (as defined and subject to the terms below) (collectively the "Reserved Rights").

10. (*Id*. at Sec. 2(b), p. 3) The Agreement also enshrines Claimant's exclusive right to "develop and/or exploit any production that is derivative of the Concert Footage, including but not limited to any remake, sequel, television production, spin-off, interactive production rights, live stage production (whether musical or not), and productions produced for any other medium or channel of distribution now or hereafter known or devised[.]" (*Id*. at Sec. 2(c))

11. The Estate further agreed and covenanted to "cause music publisher Springtime Music to issue a gratis synchronization license to [Claimant] for use of Aretha Franklin's arrangement of AMAZING GRACE [the song] in the Film and in any and all trailers for the Film[.]"

D. <u>Respondent's Representations and Warranties</u>

12. As part of the parties' representations and warranties, the Estate-Respondent also promised that it would "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." (**Exh. B**, Sec 7.7, p.7)

13. The parties also agreed to "defend, indemnify and hold harmless the other party" against any claims, liabilities, losses, etc., arising out of any breach of any representation, warranty or agreement made by the other. (*Id*. at Sec. 7.9, p. 7)

14. Despite Franklin already having granted all rights to her performance in the Concert (including, but not limited to, her name, likeness, image, and all proceeds of her performance) to Warner Bros. as part of the 1968 WB-Franklin Agreement (*supra*), the Estate falsely represented and warranted to Claimant that it was "the sole, exclusive and absolute owner of the rights" being granted in the Agreement, and that it had the "sole and exclusive and absolute right to grant or vest in [Claimant], all rights, licenses and privileges granted to or vested in [Claimant]" under the Agreement. (*Id*. at Sec. 8.2, p. 7-8)

15. Some of the rights granted in the Agreement were governed by guidelines set forth in Exhibit R ("Ancillary Rights") to the Agreement. Exhibit R to the Agreement delineated three approval categories for certain rights that were being granted as part of the Agreement (Category 1, Category 2 and Category 3, respectively). (**Exh. B**, at p. 21) **The instant dispute pertains to approval that Claimant sought as to a Category 2 right**, which includes "Outtakes."

E. Category 2 and the Respondents' Bad Faith Conduct

16. In June of 2025, AGM was approached by acclaimed director Brett Ratner and his production company, RatPac Entertainment (together "Ratner"), who sought to license a portion of Franklin's performance of the song AMAZING GRACE from outtake footage of the Concert, a Category 2 right **possessed by Claimant**. Ratner, with whom AGM has an economic relationship, had been tapped to produce and direct the official biographical documentary of First Lady, Melania Trump, entitled *Melania* (the "Documentary") set to be theatrically released on January 30, 2026, and then streamed on Amazon/MGM+. Amazon paid $40 million to acquire the Documentary. As described by Melania Trump in a recent *Vanity Fair* article:

> The film, she said then, will be about her "day-to-day life, what I'm doing, what kind of responsibilities I have. It's day to day, from transition team to moving to the White House, packing, establishing my team, the First Lady office, moving into the White House, what it takes to make the residence your home, to hire the people that you need."

(Kase Wickman, *Melania, Brett Ratner's Documentary About Melania Trump, Take a Page from Melania and Melania*, Vanity Fair (Oct. 9, 2025)[4]. The Documentary is ***not*** political or religious in nature.

17. Ratner's team advised Claimant that the estates of **Michael Jackson**, **Lionel Richie**, **James Brown, Al Green, Elvis Presley, Edith Piaf** and **Nina Simone**, had already granted Ratner the required licenses for their music to be played in the Documentary. Ratner was eager to use AMAZING GRACE for a scene where the First Lady is depicted lighting a memorial candle for her late mother. The offer was **$200,000** for five minutes of AMAZING GRACE, the equivalent of **$40,000 per minute**, and additional contingent compensation for Respondent. In addition to upfront cash, additional downstream income for derivative deals would also be

[4] https://www.vanityfair.com/hollywood/story/melania-trump-brett-ratner-documentary?srsltid=AfmBOorjwlcgTkfIwu-2pDtbL7smZ0hPFTbLoZUTf79OokCnuZ-_VYfq

generated, as is common when such rights are licensed for a project.

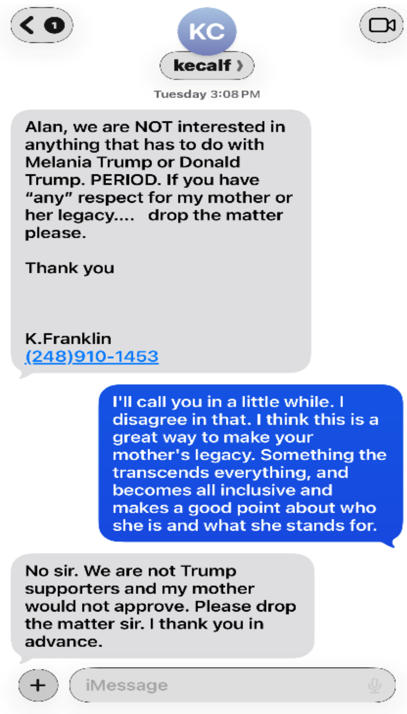
18. Claimant was ready, willing and able to deliver the rights, and complied will all applicable notice provisions of the Agreement, including notifying Respondent of the material terms of Ratner's offer as required by Category 2. A clip of the relevant scene from the Documentary was also shared with the Estate, so that a fully informed decision could be made. Respondent was also advised that the estates of many of Franklin's contemporaries, Michael Jackson, Nina Simone and Quincy Jones (among others), had cleared music for the documentary. Category 2 of the Agreement provides:

> Estate has prior written approval on case-by-case basis, **<u>not to be unreasonably withheld</u>**. Seven (7) business day response period following written notice to the Estate of the material terms of the offer and any other additional information reasonably sufficient to allow the Estate to make **<u>an informed decision</u>** regarding the applicable approval; if no response, last specific proposal submitted in writing to Sabrina Owens as Estate-designated Personal Representative will be deemed approved. If Parties cannot agree with respect to any Category 2 opportunity presented by AE, AE or the Estate has right to submit the matter to binding expedited arbitration (per the arbitration provisions set forth par.10 of the Agreement.

(**Exh. B**, at p. 21) (emphasis added) Even after several rounds of discussions, wherein the Estate was provided with the material terms of the license, including the proposed fee, use, duration, territory, compensation, nature of the project and even a relevant clip from the Documentary, the Estate continued to claim that it did not have sufficient information to provide consent, but **nevertheless declined to provide consent** on grounds of "**potential implied religious and/or political connotations**." The Agreement, however, does not bestow upon Respondent a right to withhold consent on grounds of political, religious or similar interpretations. (*see generally*, **Exh. B**)

19. Some days later, KECALF FRANKLIN ("**Kecalf**"), Aretha Franklin's son and heir, doubled down, albeit with less elegant tone, on Respondent-Estate's baseless refusal to

withhold consent.



20. Kecalf, who was no doubt aware of the $200,000 offer from Ratner, was explicit in his message to AGM that the commercial merits of the Ratner offer were immaterial. Behind the scenes and in concert with the ESTATE, Kecalf was able to thwart AGM's economic opportunities and interfere with the Agreement. As a direct result of Kecalf's interference with the Agreement, and his influence over the Estate's decision to unreasonably withhold consent from AGM to consummate the Ratner deal, AGM suffered economic and reputational harm.

21. The acts and omissions of both Respondents demonstrate that the vetoing of the Ratner deal was an act of bad faith, rather than one predicated on any rights contained in the Agreement. Indeed, the refusal to approve the Ratner deal was not grounded in any commercially reasonable basis, but rather in an arbitrary, capricious and wholly unreasonable basis that is unsupported by any provision of the Agreement. Denying consent based on personal taste, convenience or sensibility is not commercially reasonably. *See, e.g Locke v. Warner Bros*. 57 Cal.App.4th 354, 363 (1997); *Kendall v. Ernest Pestana*, 40 Cal. 3d 488, 501 (1985).

22. The Agreement is a commercial transaction between Claimant and Estate-Respondent, and is supported by **$1.1 million of consideration**. The Agreement does not countenance Respondent Kecalf's interference with Claimant's contractual rights or obligations on political or religious grounds, nor does it allow Respondents' tortious interference with AGM's prospective economic advantage. Besides, the Documentary is **not** a political or religious commentary, but rather a portrait of the First Lady during a specific two-week transition period from civilian life to the White House. The Documentary is educational and historical, not political or religious in nature.

23. The Estate's capricious and politically motivated rejection of Claimant's request is (1) a violation of its promise not to withhold approval "unreasonably," (2) a blatant interference with Claimant's prospective economic advantages, and (3) a flagrant breach of its implied covenant to act in good faith so as not injure or deprive Claimant the benefits of the Agreement for which good and valuable consideration were duly paid, among other things.

24. Respondent is also in breach of several of its representations and warranties per the Agreement. Namely, Estate-Respondent promised that it would "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**." (**Exh. B**, Sec 7.7, p.7) The Estate further breached the representation and warranty contained in Section 8.2 of the Agreement, by representing that it had "sole and exclusive and absolute right to grant or vest in [Claimant], all rights, licenses and privileges granted to or vested in [Claimant]" when in fact Franklin had already been paid to alienate those rights in 1968 pursuant to the WB-Franklin Agreement.

25. By unreasonably withholding consent to the Ratner deal, the Estate is directly responsible for hundreds of thousands of dollars in damages caused to AGM, and all attorneys'

fees and costs incurred by AGM in bringing the instant action. Indeed, the Ratner deal was not consummated, and no proceeds were paid to AGM as a direct result of Respondent's capricious and unreasonable refusal. In engaging in the foregoing acts, Respondent has acted with malice, oppression and fraud.

FIRST CLAIM FOR RELIEF
(BREACH OF CONTRACT)
(Against Respondent ESTATE; and DOES 1-50)

5. Claimant re-alleges and incorporates by reference all paragraphs above, as fully set forth herein.

6. As alleged herein, on or about March 21, 2019 Claimant and Respondent entered into the Agreement, wherein Claimant was granted comprehensive rights of exploitation in and to the Concert (including all proceeds thereof) and the musical performance of Aretha Franklin in all media known or thereafter devised.

7. Section 2 of the Agreement sets forth a broad "Grant of Rights" in favor of Claimant, with only certain limited approval rights retained by Respondent which "not be unreasonably withheld." (**Exh. B**) As alleged hereinabove, Respondent acted in bad faith in unreasonably withholding its consent to certain Category 2 rights, causing financial harm to Claimant.

8. Respondent further breached certain representations and warranties contained in the Agreement, namely those preventing it from "directly or indirectly" interfering with the performance of the Agreement, and by further representing that it had the "exclusive" power to grant the rights in Section 2 of the Agreement.

9. Claimant performed all its obligations under the Agreement or is excused from performance.

10. As a direct and proximate result of the foregoing breach of contract by Respondent, Plaintiff has been damaged in an amount to be proved at trial.

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SECOND CLAIM FOR RELIEF
(BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING)
(Against Respondent ESTATE and DOES 1-50)

11. Claimant re-alleges and incorporates by reference all paragraphs above, as fully set forth herein.

12. Separate and apart from their express contractual terms, the Agreement contained implied covenants of good faith and fair dealing, whereby Respondent covenanted that it would act in good faith and deal fairly with Claimant, and that the Estate would do nothing to deprive Claimant of the benefits of the Agreement. Claimant performed all its obligations under the Agreement or is excused from performance

13. Courts have consistently emphasized that the withholding of consent must be based on **objective, commercially reasonable grounds rather than arbitrary or subjective considerations**. Respondent Estate of Franklin breached the implied covenant of good faith and fair dealing by, among other things, unfairly interfering with Claimant's rights to receive the benefit of the Agreement by, *inter alia*, unreasonably withholding its consent on grounds of its subjective, non-commercially related matters.

14. As a direct and proximate result of the foregoing breaches of contract by Respondent, Claimant has been damaged in an amount to be proved at trial.

THIRD CLAIM FOR RELIEF
(UNFAIR BUSINESS PRACTICES)
(Against Respondent ESTATE and DOES 1-50)

15. Plaintiff re-alleges and incorporates by reference all paragraphs above, as fully set forth herein.

16. The foregoing acts constitute unlawful, unfair, or fraudulent business acts or practices in violation of California Business & Professions Code § 17200, et seq.

17. Respondent will, unless preliminarily and permanently enjoined, continue to engage in acts of unlawful, unfair, or fraudulent business acts or practices against Claimant. Unless Respondent is so enjoined, Claimant will suffer immediate and irreparable harm for which Claimant lacks an adequate remedy of law. Claimant is therefore entitled to orders and judgment

of this Court, preliminarily and permanently enjoining Respondent from engaging in such unlawful, unfair, or fraudulent business acts or practices as described herein.

18. Claimant is also entitled to orders and judgment of this Court compelling Respondent to restore to Claimant any and all money and property, real or personal, acquired by means of such unlawful, unfair, or fraudulent business acts or practices. Claimant's payment of $1.1 million entitled it to exploit certain rights and permissions, which Respondent was obligation not to reasonably withhold. Instead, Respondent unjustly enriched itself to Claimant's detriment and failed to maintain its duties of reasonableness and good faith.

19. Under the circumstances described herein, Respondent will be unjustly enriched if Respondent is allowed to profit by its unlawful, unfair, or fraudulent business acts or practices. Therefore, Claimant is entitled to a constructive trust on, and a disgorgement of, all funds, assets, accounts, and business opportunities unjustly acquired by Respondent.

20. Respondent's conduct was malicious, oppressive, and fraudulent, entitling Claimant to an award of punitive or exemplary damages.

FOURTH CLAIM FOR RELIEF
(TORTIOUS INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE- COUNT 1)
(Against Respondent ESTATE and DOES 1-50)

21. Claimant re-alleges and incorporates by reference all paragraphs above, as fully set forth herein.

22. At all relevant times, Claimant had an existing economic relationship with Brett Ratner and his production company, RatPac Entertainment in regards to the Documentary, containing the imminent probability of future economic benefit to Claimant.

23. Respondent, ESTATE, knew of this economic relationship and the probable future economic benefit that Claimant was reasonably certain to receive. Claimant was offered an economic opportunity by renown filmmaker and producer Brett Rater—namely, a 6-figure offer for the rights that AGM duly acquired from the Estate as part of the Agreement.

24. Claimant was offered an economic opportunity by renown filmmaker and producer Brett Rater—namely, a 6-figure offer for the rights that AGM duly acquired from the Estate as part of the Agreement.

25. Respondent, knowing of the economic gains and opportunities that Claimant stood to gain from the exploitation of the rights it lawfully acquired by and through its execution and performance under the Agreement, **directly, intentionally and knowingly** engaged in conduct designed to interfere with Claimant's prospective economic advantage to Claimant's detriment.

26. By engaging in the foregoing conduct, Respondent has unlawfully interfered with Claimant's rights under the Agreement.

27. Plaintiff has been damaged by virtue of the wrongful conduct of Respondent in an amount to be proven at trial.

28. Respondent ESTATE's conduct was malicious, oppressive, and fraudulent, entitling Claimant to an award of punitive or exemplary damages.

FIFTH CLAIM FOR RELIEF
(TORTIOUS INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE- COUNT 2)
(Against Respondent KECALF FRANKLIN and DOES 1-50)

29. Claimant re-alleges and incorporates by reference all paragraphs above, as fully set forth herein.

30. At all relevant times, Claimant had an existing economic relationship with Brett Ratner and his production company, RatPac Entertainment in regards to the Documentary, containing the imminent probability of future economic benefit to Claimant.

31. Respondent, KECALF, knew of this economic relationship and the probable future economic benefit that Claimant was reasonably certain to receive. Claimant was offered an economic opportunity by renown filmmaker and producer Brett Rater—namely, a 6-figure offer for the rights that AGM duly acquired from the Estate as part of the Agreement.

32. Respondent, knowing of the economic gains and opportunities that Claimant stood to gain from the exploitation of the rights it lawfully acquired by and through its execution and performance under the Agreement, **directly, intentionally and knowingly** engaged in conduct designed to interfere with Claimant's prospective economic advantage to Claimant's detriment.

33. By engaging in the foregoing conduct, Respondent KECALF has unlawfully interfered with Claimant's rights under the Agreement.

34. Plaintiff has been damaged by virtue of the wrongful conduct of Respondent in an amount to be proven at trial.

35. Respondent KECALF's conduct was malicious, oppressive, and fraudulent, entitling Claimant to an award of punitive or exemplary damages.

SIXTH CLAIM FOR RELIEF
(EXPRESS INDEMNITY)
(Against Respondent ESTATE and DOES 1-50)

36. Claimant and Respondent entered into the Agreement attached hereto as **Exhibit B**.

37. The Agreement contains an express indemnity provision in which Respondent expressly agreed to indemnify, defend, and hold harmless Claimant from and against any and all claims, damages, losses, liabilities, costs, and expenses arising out of or in connection with any breach of any representation, warranted or agreement made by either Party.

38. Thereafter, one or more claims, demands, or actions were made or filed against Respondent (including the filing of this action) by Claimant, which claims arise directly from the matters covered by Respondent's express indemnity obligations under the Agreement.

39. Claimant timely tendered defense and indemnity of said claims to Respondent pursuant to the express indemnity provision of the Agreement.

40. Despite such tender, Respondent failed and refused, and continues to fail and refuse, to defend and indemnify Plaintiff, in breach of Defendant's express obligations under the Agreement.

41. As a proximate result of Respondent's failure and refusal to indemnify Claimant, Claimant has been incurred significant, and continues to incur and pay, substantial sums for attorneys' fees, costs, settlements, and/or judgments in connection with said claims.

42. Claimant has performed all conditions, covenants, and obligations required of it under the Agreement, except those excused by Respondent's breach and failure to perform.

43. As a direct and proximate result of Respondent's conduct as herein alleged, Claimant has suffered damages in an amount to be proven at trial, together with prejudgment interest thereon according to proof.

SEVENT CLAIM FOR RELIEF
(TORTIOUS INTERFERENCE WITH CONTRACT)
(Against Respondent KECALF FRANKLIN and DOES 1-50)

44. Claimant re-alleges and incorporates by reference all paragraphs above, as fully set forth herein.

45. At all relevant times, Claimant was a party to a valid existing contract (the **Agreement**) with the Estate, under which Claimant was entitled to receive certain rights and benefits.

46. Respondent, KECALF, knew of the existence of the Agreement and of the rights and obligations created thereby.

47. Respondent KECALF intentionally, knowingly and fraudulently engaged in acts designed to induce a breach or disruption of the Agreement, as alleged hereinabove.

48. As a direct and proximate result of Respondent KECALF's wrongful conduct, the Agreement was breached by the Estate in its unreasonable and bad faith withholding of consent as specifically prohibited by the Agreement.

49. By engaging in the foregoing conduct, Respondent KECALF has unlawfully interfered with Claimant's rights under the Agreement.

50. Claimant has been damaged by virtue of the wrongful conduct of Respondent in an amount to be proven at trial.

51. Respondent KECALF's conduct was malicious, oppressive, and fraudulent, entitling Claimant to an award of punitive or exemplary damages.

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PRAYER FOR RELIEF

WHEREFORE, Claimant prays for judgment against Respondents, and each of them jointly and severally, as follows.

1. For damages in an amount to be proven at trial;
2. For incidental and consequential damages according to proof;
3. For an award of exemplary and punitive damages against defendants in an amount to be proved at trial;
4. For orders and judgment of this Court preliminarily and permanently enjoining Respondent from its wrongful and unreasonable withholding of consent;
5. For orders and judgment of this Court compelling Refendants to restore to Plaintiff any and all money and property, real or personal, acquired by means of unfair business practices as described herein;
6. For a constructive trust on, and a disgorgement of, all funds, assets, property, accounts, and business opportunities unjustly acquired by Respondents;
7. For costs of suit, attorney's fees, and prejudgment interest; and
8. For such other and further relief as the Court may deem just and proper.

DATED: October 22, 2025

PESSAH LAW GROUP, PC

/s/ Maurice David Pessah
Maurice D. Pessah, Esq.
Attorneys for Claimant
AMAZING GRACE MOVIE, LLC

EXHIBIT A

AGREEMENT made this 1st day of April, 1968, by and between ATLANTIC RECORDING CORPORATION of 1841 Broadway, New York, New York, WARNER BROS.-SEVEN ARTS, INC. of 666 Fifth Avenue, New York, New York (hereinafter jointly called "Company") and ARETHA FRANKLIN of 19346 Sorrento Street, Detroit, Michigan (hereinafter called "Artist").

1. (a) The Artist hereby grants and Company engages the Artist's exclusive personal services during the term hereof in connection with the production of phonograph records.

(b) The term of this agreement shall be a period of five (5) years commencing on the date hereof and ending on March 31, 1973.

(c) Reference is made to the agreement dated the 21st day of November, 1966 between Artist and Atlantic Recording Corporation (hereinafter called "the Old Agreement"). This agreement shall be in substitution of the Old Agreement on and after the date of this agreement. It is understood however that the royalties under the Old Agreement payable for ~~[illegible]~~ periods after the period ending March 31, 1968, for master records recorded under and during the Old Agreement shall be accrued to Artist's account under this agreement, but in accordance with the terms and conditions of the Old Agreement; Company keeping only one account for Artist in respect of the Old Agreement and this agreement. Atlantic Recording Corporation will account to Artist for the period ending March 31, 1968. It is hereby agreed that through the date hereof, Atlantic Recording Corporation and its affiliates and Artist have fully performed all obligations to be performed by them pursuant to the Old Agreement and the Old Agreement is hereby ratified and confirmed except that all parties reserve the right to audit.

2. (a) During each one year period of the term hereof (i.e. April 1, 1968 through March 31, 1969, April 1, 1969 through March 31, 1970, April 1, 1970 through March 31, 1971, April 1, 1971 through March 31, 1972, April 1, 1972 through March 31, 1973) (hereinafter called "Contract Period(s)") Artist agrees to record and Company will accept commercially satisfactory master records of the equivalent of at least thirty-six (36) different record sides at 45 rpm, or the equivalent thereof in playing time. It is the essence of Artist's obligations to Company under this agreement that Artist shall record at least said thirty-six (36) record sides during the first nine months of each Contract Period with at least twelve (12) of such thirty-six (36) sides being recorded during each three month period of each such nine month period.

(b) At Company's option, Artist agrees to record hereunder such additional record sides as Company may request; provided, however, that not more than a total of forty-six (46) different commercially satisfactory record sides shall be recorded by Artist during each contract period hereof without Artist's consent.

(c) For the purposes of paragraph 2, the total of all recordings of the same musical composition in different arrangements, languages or versions shall only be counted as one record side.

(d) Should Artist, for any reason, fail to or be unavailable for the rendering of services hereunder, and for the recording of any record sides hereunder, then and in addition to any other rights or remedies which Company may have under this agreement, the term of this agreement may, at Company's option, exercised by giving Artist written notice prior to the expiration of the term of this agreement, be extended for a period of time equal to the period of such failure or unavailability; provided, however that such period of extension shall not exceed sixty (60) days for each record side which the Artist failed to or was unavailable to perform. All such extensions of the term of this agreement shall apply consecutively at the end of the term. In the event that Company shall extend the term of this agreement as aforesaid and Artist duly renders her performances during the period of such extension, then the amount, if any, by which the guarantee provided for in Paragraph 7 was reduced by reason of Artist's initial failure to record the record sides which are recorded by Artist during such period of extension shall be restored by Company in the computations of the guarantee.

(e) The Artist agrees to re-record each selection recorded hereunder until a commercially satisfactory "master" record thereof shall have been obtained. The term "commercially satisfactory" record shall be deemed to mean records recorded in accordance with industry standards, including engineering skill, in connection with which Artist has used her best efforts. Recordings rejected by Artist shall be deemed commercially unsatisfactory.

(f) The Artist agrees to record at such times and places during the term hereof, as Company may reasonably designate, subject to Artist's prior commitments, of which Company has reasonable prior notice, it being specifically understood that Artist will not make commitments which would make her unavailable for at least a one week period during each calendar quarter or sufficient extra time required to record the required number of sides. The place of recording shall be mutually agreed upon except that Atlantic Recording Corporation's New York studio is deemed to be approved by Artist.

(g) All material to be recorded hereunder shall be subject to Artist's approval, which approval shall not be unreasonably withheld.

(h) All material to be released during the term hereof shall be subject to Artist's approval, which approval shall not be unreasonably withheld. If Artist shall disapprove any material to be released, Company may apply the number of master records embodying such disapproved material in diminution of the number of record sides which Artist has recorded pursuant to paragraphs 2(a) or (b) hereof.

(i) Company may require Artist to advise Company of Artist's approval or disapproval pursuant to paragraph 2(g) or 2(h) by giving notice sent to Artist at her address first above written by registered mail or prepaid telegram. Artist shall advise Company of such approval or disapproval in writing sent to Atlantic Recording Corporation at its address first above written by registered mail or prepaid telegram within five (5) days after such notice is sent by Company. In the event that Artist fails to advise Company of her disapproval or approval as aforesaid, Artist's approval shall be deemed to have been given.

(j) In the event that, during any Contract Period Artist records more than the minimum number of record sides required to be recorded in such Contract Period as provided for above, then such sides as may be recorded in excess of said minimum may be applied, at Company's option, in diminution of the minimum number of record sides required to be recorded during any subsequent Contract Period. The provisions of this paragraph shall have no effect on Company's release obligations pursuant to paragraph 2(l).

(k) Artist shall have the right to approve all photographs of Artist and the liner notes used by Company on albums embodying her performances in the United States, which approval shall not be unreasonably withheld. Company will send copies of same for Artist's approval to her at her address first above written. Artist shall advise Company of her approval or disapproval in writing sent to Atlantic Recording Corporation at its address first above written by registered mail or prepaid telegram within ten

(10) days after such material is sent to her. If Artist disapproves, she shall specify her reasons therefor. In the event Artist fails to advise Company of her disapproval or approval as aforesaid, Artist's approval shall be deemed to have been given.

(l) Company agrees to release in the United States during each Contract Period at least three (3) "singles" records and three (3) "albums" embodying Artist's performances hereunder, subject to the availability of completed commercially satisfactory master recordings to enable Company to perform its said obligations and subject to Artist's having given the approval provided for in paragraph 2(h).

(m) If, during any Contract Period of this agreement, Company fails, except for reasons beyond its control, to record or to release the minimum number of records provided for herein, and, if within ninety (90) days prior to the expiration of such Contract Period, Artist notifies Company by registered mail of Artist's request that Company record such of Artist's performances as will fulfill Company's minimum obligations hereunder, or release the minimum number of records as provided for herein, then Company shall, within the next ninety (90) days, fulfill said minimum obligation. No failure by Company to fulfill its minimum recording obligations other than for reasons beyond its control shall result in a reduction of guarantee pursuant to Paragraph 7.

3. The Artist agrees that during the period of this agreement she will not perform for any person, firm or corporation other than Company for the purpose of making phonograph records. The Artist agrees not to perform any selections which she has performed hereunder for any other person, firm or corporation for the purpose of making phonograph records for a period of five (5) years from the date of expiration of this agreement and any extensions thereof. If, during the term of this agreement the Artist performs any composition for the purpose of making any recording for any medium other than phonograph records, she will do so only pursuant to a written contract containing an express provision that neither such performance nor any recording thereof will be used directly or indirectly for the purpose of making phonograph records. The restriction hereinbefore stated shall apply also to all compositions which have been recorded under this agreement for a period of five (5) years from the date of expiration of this agreement. The provisions of paragraph 3 of the Old Agreement shall continue in full force and effect throughout the term hereof insofar as same apply to Artist's services rendered pursuant to the Old Agreement.

4. All recordings hereunder and all derivatives made therefrom, together with the performances embodied thereon, shall be entirely Company's property. Not in limitation of the foregoing or of any other rights granted herein, but in addition thereto, and without further payment other

than as herein provided, the Artist grants to Company (a) the right to manufacture, advertise, sell, lease, license or otherwise use or dispose of in any or all fields of use throughout the world, at any price or without price, or to refrain therefrom throughout the world or in any part thereof, records embodying the performances to be recorded hereunder, upon such terms and conditions as Company may approve; (b) the right to use and publish, and to permit others to use and publish, the Artist's name and likeness and all biographical material concerning the Artist; to write and publish and to permit others to write and publish articles concerning the Artist for advertising or trade purposes in connection with the sale and exploitation of Company's products, without restriction, and to use as descriptive of the Artist the phrase "exclusive artist", said words "exclusive artist" to be prefaced by any label, name or names designated by Company, or any other similar appropriate phrase, it being agreed that Company may release or sell records and masters of selections made hereunder under its name and/or any other name which from time to time may be selected by it; provided, however, that during the term hereof all masters will initially be released in the United States on one of Company's top selling labels such as the Atlantic label, and not on a "budget label"; (c) the sole and exclusive rights in, title to, and ownership of all recordings made hereunder, including, but not limited to, the right to use and control all masters, matrices, records or other reproductions of the performances embodied in such recordings by any method, electronic, magnetic, mechanical or other, now or hereafter known, obtained from recordings made hereunder and the performances embodied therein; (d) the sole and exclusive right, if Company so desires, to publicly perform the records, or to permit the public performances thereof, by means of radio broadcast or otherwise; (e) the right to incorporate, in records to be made hereunder, instrumentations, orchestrations and arrangements owned by the Artist at the time of recording them.

5. Company will accrue to the Artist's Account the following sums:

(a) a royalty equal to a percentage (hereinafter called "The Basic Percentage") of the suggested retail list price in the country of manufacture or sale, at Company's option, less taxes (paid by Company and based on the unit price of the record and which are not separately stated to the consumer), duties, excise and tariffs, on ninety (90%) percent of all records manufactured and sold during the term hereof, and not subject to return, embodying performances hereunder on both sides thereof; and one half the amount of such royalty on all records sold embodying performances hereunder on only one side thereof; and also, the amount of such royalty shall be proportionately reduced by the number of artists on recordings made with another featured artist or artists. Royalties on records sold in albums or in packets, covers or boxes, or in any manner other than stock factory sleeves shall be determined by the suggested retail list price of replacement of the recorded unit, Company's deduction in respect of packaging thereby being a deduction in the computation of the retail list price. The Artist agrees that Company may, if it so desires, issue long-play or other recordings which will contain performances by the Artist, together with those of other artists. The royalty payable to the Artist on any record shall be based on that fraction of the suggested retail list price as the number of recordings by the Artist contained in such record bears to the total number of recordings contained therein. Company agrees that it will not couple performances by Artist with performances by other artists on "single" records in the United States. Company agrees that on long play records released in the United States which contain performances by Artist with performances by other artists, not more than one third (1/3) of the total number of sides on each such record shall be by Artist.

(b) Royalties for records sold outside of the United States are to be computed at a rate of one half (1/2) of the above stated royalty and computed in the national currency of the country where sold, and are to be accrued only after such royalties are received by Company, in the United States and in the dollar equivalent at the rate of exchange at the time Company received payment. In the event that Company does not for any reason receive such royalties in the United States in United States dollars, Company shall deposit such royalties in a bank account in Artist's name in the country where such funds are located and shall give Artist notice thereof, provided that Company shall have no obligation in this regard until such time as accruals of royalties hereunder shall equal the total guarantee.

(c) Royalties for records sold pursuant to mail order or "club" plans as distinguished from sale through retail stores shall be computed at one half the applicable royalty stated in paragraph 5(a) or 5(b) above or at one half of Company's receipts in respect thereof, whichever is less.

(d) No royalties shall be accrued on records given away or sold at less than Company's cost therefor for promotional purposes or to induce sales of records subject hereto on "bonus" or "free" records distributed by clubs, or on records distributed without charge to affect a discount from Company's normal wholesale price. In the event that Company sells records at less than fifty (50%) percent of Company's normal wholesale price to affect a discount from Company's normal wholesale price, royalties on such records shall be computed pro rata in the proportion that the price actually charged bears to the normal wholesale price. For the purposes of this paragraph, a record sold at "less than Company's cost" is a record which is sold at or below the total actual cost of pressing, label, copyright royalties (when such royalties are paid) jackets and contributions to the Music Performance Trust Fund, Phonograph Manufacturer's Special Payments Fund and similar funds.

(e) With respect to all records sold as premiums to Company's clients therefor, all royalties shall be based on the actual sales price charged to Company's clients for such phonograph records, and such actual sales price shall be deemed the list price for such phonograph records in computing royalties hereunder.

(f) All royalties otherwise payable in the normal course of business after the date hereof (after payment of royalties for the first quarter of 1968) in respect of master recordings recorded by Artist pursuant to the Old Agreement which royalties shall be computed in accordance with the Old Agreement and shall be accrued to Artist's account hereunder.

(g) The Basic Percentage referred to in Paragraph 5(a) shall be as follows with respect to master recordings actually recorded or master recordings required to be recorded in accordance with paragraphs 2(a) and 2(b) during the following periods:

Period	Basic Percentage
Between April 1, 1968 through March 31, 1969	7%
Between April 1, 1969 through March 31, 1970	8%
Between April 1, 1970 through March 31, 1971	9%
On and after April 1, 1971	10%

6. (a) Company will, within sixty (60) days after the expiration of each calendar quarter, render a statement of accrued royalties under this agreement earned during such preceding calendar quarter less all deductions and charges applicable thereto. Each such statement shall become binding upon the Artist two (2) years after it is rendered, unless specific objection thereto has been made during such period of time. Payments to Artist shall be

made in accordance with Paragraph 7.

(b) Company agrees that it will advance recording costs at its risk and one half of all payments of recording costs with respect to the recordings made hereunder shall be charged against Artist's account hereunder and deducted therefrom.

7. (a) Provided that Artist shall not be in default in the performance of any of the terms, covenants and conditions of this agreement on her part to be kept or performed, Company guarantees that the royalties accruing to Artist's account in accordance with paragraph 5 hereof (hereinafter referred to as the "Guarantee") will (subject to the provisions of subparagraphs (d) and (e) hereof) amount to no less than Two Hundred Thousand Dollars ($200,000.00) multiplied by the number of contract periods of this agreement during which Artist shall have duly rendered her performances in accordance with this agreement.

(b) All sums accruing to Artist's account under the terms of this agreement shall be paid to Artist in annual installments of not more than One Hundred Thousand Dollars ($100,000.00) each, the first of which shall be paid between January 10 and January 15, 1969, and the remaining installments shall be paid to Artist between the 10th and 15th days of January in each successive year thereafter until payment shall have been made to Artist of all sums accruing to her under any provisions of this agreement.

Company shall not be in default with respect to any such payment unless Artist has given Company written notice thereof by registered mail and Company has failed to cure such default within ten (10) business days after receipt of such notice.

(c) The Company shall have the right, but not the obligation, to secure, for its own benefit, term insurance on the life of Artist, if such insurance is available, in an amount not exceeding the difference between ~~[illegible]~~ One Million Dollars ($1,000,000.00) and the total amount of all sums which shall have accrued to Artist pursuant to the terms of this agreement, less all charges and deductions. Such insurance shall, if possible, be secured in multiples of One Hundred Thousand Dollars ($100,000.00) each and shall be computed for each contract period concurrently with the rendition of the last statement for each such contract period. Company shall not be required to secure any such insurance or to maintain any thereof in force or in effect at any time, it being acknowledged by Artist that the procurement or maintenance of such insurance shall be optional with Company and Company shall not be liable to Artist in any event if any such insurance is not obtained, or, if obtained, the same is not continued in full force and effect at any time. Artist agrees to make herself available for physical examinations as and when reasonably requested by Company and agrees to complete such questionnaires and other documents as Company or any insurance carrier may from time to time require in connection with securing and maintaining such insurance. In the event that Company is able to secure such insurance and in the event of Artist's death prior to the expiration of this agreement, and while such insurance is in effect, Company agrees to pay to Artist's estate after Company has collected the proceeds of the aforesaid insurance, if any, the difference between the total of all payments theretofor made to Artist and one million dollars, but not more than the proceeds of the aforesaid insurance (less the cost of said insurance) together with any net accruals of royalties in excess of the total of all payments theretofor made to Artist pursuant to this agreement. Such payment, if made, shall be in lieu of and in full satisfaction of all other obligations to Artist under this agreement other than the payment of any net royalties thereafter accruing. The cost of said insurance may be charged by Company against accruals made pursuant to paragraph 5 hereof,but not in diminution of the Guarantee.

(d) Should Artist, for any reason, fail to or be unavailable for the rendering of services hereunder and for the recording of any record sides pursuant to paragraphs 2(a) or 2(b) (other than by reason of her death, if Company has secured the insurance referred to in paragraph 7(c) and Company receives the full proceeds of such insurance) then and in that event the Guarantee provided for in paragraph 7(a) shall be modified as follows:

(i) If during a Contract Period, Artist has failed to or is unavailable for the recording of the minimum number of record sides as is provided for in paragraph 2(a), then and for each such Contract Period in which such failure or unavailability occurs the Guarantee shall be without prejudice and in addition to any other right and remedy which may be available to Company, reduced by that percentage of two hundred thousand ($200,000.00) dollars as the number of commercially satisfactory master recordings, in multiples of twelve (12), so unrecorded by Artist bears to the number thirty-six (36).

(ii) If during a Contract Period, Artist has recorded the minimum number of record sides as is provided for in paragraph 2(a) and Company has requested additional record sides in accordance with paragraph 2(b) and Artist has failed to or is unavailable for the recording of such additional record sides, then and for each such Contract Period in which such failure or unavailability occurs, the Guarantee shall, without prejudice and in addition to any other right and remedy which may be available to Company, be reduced by that percentage of Two Hundred Thousand Dollars ($200,000.00) as the total number of commercially satisfactory master recordings so unrecorded by Artist bears to the number forty-six (46).

(e) Should the Artist die during the term of this agreement, and if Company has not secured the insurance referred to in paragraph 7(c), or if any such insurance is obtained but Company has not received the full proceeds of such insurance, then the Guarantee shall be the following amount rather than the amount provided for in paragraph 7(a):

The Guarantee shall be equal to Two Hundred Thousand Dollars ($200,000.00) multiplied by the number of prior full Contract Periods and reduced, if appropriate, in accordance with paragraph 7(d)(i) and (ii) plus Two Hundred Thousand Dollars ($200,000.00) in respect of the then current Contract Period reduced for the then current Contract Period in accordance with 7(d)(i) and (ii) plus the proceeds, if any, actually received by Company from insurance in accordance with paragraph 7(c) but not more than a total of One Million Dollars ($1,000,000.00) in Guarantees.

(f) Should the Artist for any reason not within her control, other than death, fail to or be unavailable for the rendering of services hereunder and for the recording of any record sides pursuant to paragraph 2(a) or 2(b) for a period of nine (9) consecutive months during the term of this agreement, then in addition to any other right and remedy which may be available to Company the Guarantee shall be the following amount rather than the amount provided for in paragraph 7(a):

The Guarantee shall be equal to Two Hundred Thousand Dollars ($200,000.00) multiplied by the number of prior full Contract Periods and reduced, if appropriate, in accordance with paragraph 7(d)(i) and (ii) plus Two Hundred Thousand Dollars ($200,000.00) in respect of the then current Contract Period reduced for the then current Contract Period in accordance with 7(d)(i) and (ii) plus:

(i) Two Hundred Thousand Dollars ($200,000.00) reduced if appropriate in accordance with paragraph 7(d)(i) and (ii) for each succeeding Contract Period if Artist thereafter becomes available to perform and performs during either of the first two Contract Periods, or

(ii) One Hundred and Fifty Thousand Dollars ($150,000.00) reduced if appropriate in accordance with paragraph 7(d)(i) and (ii) for each succeeding Contract Period if Artist thereafter becomes available to perform and performs during the Third Contract Period, or

(iii) One Hundred Thousand Dollars ($100,000.00) reduced if appropriate in accordance with paragraph 7(d)(i) and (ii) for each succeeding Contract Period if Artist thereafter becomes available to perform and performs during the Fourth Contract Period;

Provided, however, that in the event that the sums provided for in (i), (ii) or (iii) above are used, and if during the applicable Contract Period actual accruals of royalties hereunder for such period are greater than the applicable sum, the amount of such actual accrual, but not more than Two Hundred Thousand Dollars ($200,000.00) shall be utilized for such Contract Period and any succeeding Contract Periods.

Company may, however, in lieu of recomputing the Guarantee as aforesaid, elect to terminate this agreement by giving Artist written notice thereof, and in the event of such termination the Guarantee shall be computed in the same manner as provided for in paragraph 7(e).

8. Company and Artist agree that the Artist's services for the purpose of recording phonograph records hereunder are of a special, unique and extraordinary character. The Artist agrees that in the event of the Artist's breach of any term, condition or covenant of this agreement, Company shall be entitled to injunctive relief in addition to any other rights or remedies available to it.

9. This agreement is subject to all rules and regulations of any union having jurisdiction. No failure of Company to perform because of such rules and regulations shall be deemed to be a breach of this agreement. If, due to any labor controversy or adjustment thereof or to any cause not entirely within Company's control or which Company could not by reasonable diligence have avoided, Company is materially hampered in the recording, manufacture or distribution of records, then for the duration of such contingency Company may suspend the term hereof by written notice to Artist to such effect.

10. It is agreed that all persons who will act as Producers of record sessions to be conducted by Company with Artist pursuant to this agreement shall be subject to Artist's prior approval, which approval shall not be unreasonably withheld. Artist hereby irrevocably approves Gerald Wexler, and if he is not available for any reason, Thomas Dowd, as persons who may act as such Producers.

11. For the purposes of this agreement, the following definitions shall apply:

Recording costs - all costs incurred in or incident to the recording of the Artist's performance including, but limited to, costs of musicians, singers and actors, costs of arrangements, copying charges, cartage of musical instruments and studio costs and expenses; provided, however, that if studios owned by Company are used for recordings hereunder, no charge shall be made therefor by Company.

Record - any device now or hereafter known used for the reproduction of sound by electrical, mechanical, magnetic or other means.

Master record - any device used as the mould or permanent manufacturing agent from which records can be manufactured.

Records sold and not subject to return - all records for which Company invoices any party, and for which it receives payment, and which are not subject to later return at any time or for any reason, but excluding any records sold after deletion from Company's catalogue in order to dispose of existing inventory (referred to in the industry as "cutouts"). Company shall have the right to set up and maintain reasonable self-liquidating reserves to provide for returns.

Company - Company, its successors, assigns, lessees and licensees. Company shall have the right to assign this agreement in whole or in part but only to any parent, subsidiary or affiliated corporation in connection with the sale or assignment of all or a substantial part of Company's assets.

12. (a) In the event that Artist writes or Artist or any firm or corporation (including, without limitation, 14th Hour Music, Inc.) owned or controlled by Artist, or affiliated with Artist, directly or indirectly, owns or controls, directly or indirectly, in whole or in part, any musical composition which isrecorded by Artist for Company pursuant to this agreement during the term hereof, then and in that event Artist agrees to issue a license or to cause a license to be issued to Company to mechanically reproduce each such musical composition which shall provide inter alia for quarter annual accountings and payments on the same dates as accountings are due hereunder and for payment at the rate of 1½¢ per composition per record manufactured and sold and not subject to return.

(b) In the event that Company or any firm or corporation owned or controlled by Company or affiliated with Company, directly or indirectly, owns or controls, directly or indirectly, in whole or in part, any theretofor unrecorded and unreleased musical composition which is recorded by Artist for Company pursuant to this agreement, then and in that event Company agrees to assign or cause to be assigned to a music publisher designated by Artist an undivided one-half (1/2) of such interest in and to each such musical composition and all rights therein throughout the world. Company or its designess shall administer each such composition throughout the world on behalf of all parties. With respect to those compositions administered by Company or its designee, in accordance with this paragraph 12(b), Company agrees to compute mechanical royalties on records sold by it at the rate of two (2¢) cents per composition per record manufactured and sold and not subject to return. In administering such musical compositions in the United States and Canada, Company shall make no charge in respect of general overhead not directly attributable to such musical compositions.

(c) With respect to recordings of any musical compositions subject to paragraphs 12(a) and (b) which are embodied in records distributed by Company, it is agreed that mechanical royalties will not be paid by Company on records described in paragraph 5(d) except that with respect to those records sold by Company at less than fifty (50%) percent of Company's normal wholesale price to affect a price discount, mechanical royalties shall be payable by Company pro rata in the proportion that the price actually charged bears to the normal wholesale price.

(d) The parties agree to execute and cause to be executed all documents necessary to effectuate the intent hereof.

(e) The provisions of paragraph 13 of the Old Agreement shall continue to apply to all musical compositions described therein which were recorded by the Artist for Company prior to the date of this agreement.

13. Artist agrees that Company shall each have the right from time to time during the term hereof, and for the term hereof only, to purchase at their own expense and for their own benefit such term insurance in an amount not exceeding One Million Dollars ($1,000,000.00) relating to Artist as they may in their sole discretion determine in addition to the insurance provided for in paragraph 7(c); provided, however, that in connection with such additional insurance they shall purchase an equivalent amount of like insurance at their expense for Artist's benefit. Artist agrees to make herself available for physical examinations as and when reasonably requested by Company and agrees to complete such questionnaires and other documents as Company or any insurance carrier may from time to time require in connection with securing and maintaining such insurance. Company shall not be required to secure any such insurance or to maintain any thereof in force or in effect at any time, it being acknowledged by Artist that the procurement or maintenance of such insurance shall be optional with Company and Company shall not be liable to Artist in any event if any such insurance is not obtained, or if obtained, the same is not continued in full force and effect at any time. Anything to the contrary contained in this paragraph notwithstanding, Artist may at any time require Company by giving Company notice in writing, to cancel or reduce any or all insurance, if any, purchased by Company hereunder, provided, however, that such cancellation or reduction

shall apply equally to all insurance purchased by Company in accordance with this paragraph. Artist may at any time require Company to cancel all insurance, if any, purchased in accordance with Paragraph 7(c) by giving Company notice in writing.

14. All notices which any party hereto may desire to give to another party hereto shall be in writing and shall be sent as follows:

If to Artist: To Artist at her address first above written with a copy to Andrew Feinman, Esq., 424 Madison Avenue, New York, New York.

If to Company: To Atlantic Recording Corporation and Warner Bros.-Seven Arts, Inc.

If to Atlantic Recording Corporation: To 1841 Broadway, New York, New York, attention: Mr. Gerald Wexler.

If to Warner Bros.-Seven Arts, Inc.: to 200 Park Avenue, New York, New York, attention: Legal Dept.

15. Artist agrees to indemnify Company and hold Company harmless from and against all liability, loss, damage, cost or expense, including legal fees, paid or incurred by Company by reason of any breach or failure of Artist's representations or warranties hereunder. Pending the determination of any claim involving such breach or failure, Company may withhold payments hereunder in a reasonable amount to provide for such claim. No settlement of any claim to which this indemnity applies shall be made by Company or by Artist without the other's prior written

consent. Artist shall be entitled to be represented in the defense of any claim to which this indemnity applies by counsel of her own choice and at her own expense.

16. This agreement may not be modified, except in writing signed by all parties hereto. This agreement shall be subject to the laws of the State of New York, applicable to agreements made and to be wholly performed therein. Illegality or unenforceability of any portions hereof shall not affect the legality or enforceability of the balance of this agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year hereinabove first written.

ATLANTIC RECORDING CORPORATION

By ______________________

WARNER BROS.-SEVEN ARTS, INC.

By ______________________

____
ARETHA FRANKLIN

AMENDMENT TO AGREEMENT DATED AS OF MARCH 21, 2019 BETWEEN AMAZING GRACE MOVIE, LLC. et al and the Estate of Aretha Franklin (the “Contract”).

By their signatures below, the Parties to the Contract agree to the following amendments (unless otherwise defined in this Amendment all capitalized terms used herein are defined as in the Contract):

Paragraph 4.1(a) is deleted and replaced with the following:

(a) Starring Credit: After the title but on a separate card: "ARETHA FRANKLIN" (the "Starring Credit"); and

The first sentence of paragraph 4.2(a) is deleted and replaced with the following:

(a) Producer Credit: On a separate card appearing 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 any others, in the form: “Producer Sabrina Owens”.

4.3A The Estate has reviewed the credits in the Film as they appear in the graphic link identified as https://photos.app.goo.gl/6PiF6PLK4HKP1Q6i8 and provided to the Estate by AE on April 3, 2019 and accepts them as conforming to the above with respect to the on-screen credits to Aretha Franklin and Sabrina Owens.

Paragraph 2(e) is deleted and replaced with the following:

The Estate will cause music publisher Springtime Music ("Springtime") to issue a gratis synchronization license (the "AG Synch License") to AE for Aretha Franklin's arrangements of the six (6) musical compositions entitled AMAZING GRACE; PRECIOUS MEMORIES; CLIMBING HIGHER MOUNTAINS; WHAT A FRIEND WE HAVE IN JESUS; GOD WILL TAKE CARE OF YOU; and NEVER GROW OLD (collectively, the "AF Arrangements") in the Film and in any and all trailers for the Film and other customary promotion and advertising for the Film. The Estate represents and warrants that it has the unilateral right and power to cause Springtime to issue the AG Synch License for the AF Arrangements.

Except as expressly modified by this Amendment, the Contract remains in full force and effect and is hereby ratified and confirmed by the Parties.

This Amendment may be executed by the Parties in counterparts, each of which shall be deemed an original regardless of the date of its execution and delivery and said counterparts together shall constitute one and the same. True and correct facsimiles or pdf copies of signed counterparts shall be deemed originals for any purpose.

____

Alan Elliott, individually and on behalf of Amazing Grace Movie, LLC and (to the extent of its respective interests) Al's Records & Tapes

____

Sabrina Owens, Personal Representative for the Estate of Aretha Franklin

Dated: as of April 8, 2019

Except as expressly modified by this Amendment, the Contract remains in full force and effect and is hereby ratified and confirmed by the Parties.

This Amendment may be executed by the Parties in counterparts, each of which shall be deemed an original regardless of the date of its execution and delivery and said counterparts together shall constitute one and the same. True and correct facsimiles or pdf copies of signed counterparts shall be deemed originals for any purpose.

____
Alan Elliott, individually and on behalf of Amazing Grace Movie, LLC and (to the extent of its respective interests) Al's Records & Tapes

Sabrina Owens
____
Sabrina Owens, Personal Representative for the Estate of Aretha Franklin

Dated: as of April 8, 2019

EXHIBIT B

AGREEMENT

THIS AGREEMENT is made as of March 21, 2019 (the "Effective Date") by and between Alan Elliott ("Elliott"), Al's Records & Tapes ("Al's"), and Amazing Grace Movie, LLC ("AGLLC") (all collectively and jointly and severally bound hereunder as "AE," except as otherwise provided in par.10A below), 1633 N. Stanley Avenue, Los Angeles, CA 90046 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".

WHEREAS, in January, 1972 Warner Bros.- Seven Arts, Inc. (such entity and its affiliates, successors and assigns, collectively "Warner") filmed with sound the featured musical performances of Franklin in two concerts (the "Concerts") of primarily gospel songs in front of a live congregation at the New Temple Missionary Church of Los Angeles;

WHEREAS, although the Concerts were filmed and recorded (the audio and visual recordings thereof, collectively, the "Concert Footage") and the record album of the concerts 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, creation of any movie or broadcast of the Concerts was not completed because of technical problems;

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"), whereby Elliott and Al's acquired all of Warner's right, title and interest in and to the Concert Footage, associated sound and other film elements and documents related to the above-mentioned Concerts in return for certain consideration, including deferred compensation of US$35,000 and a net proceeds participation to Warner to be negotiated in good faith between AE and Warner ("Warner Participation");

WHEREAS, Elliott created the documentary film entitled "Amazing Grace" from the Concert Footage he acquired from Warner. Elliott completed post-production of the documentary at his expense and attempted to exhibit "Amazing Grace" at the Telluride Film Festival in 2015, believing with the permission from Warner that the assignment from Warner established AE's right to do so and that no further permission from Franklin was needed;

WHEREAS, Aretha Franklin ("Franklin"), who was still living at the time, disputed Elliott's and Al's rights to exhibit the documentary film and otherwise exploit it and the unused footage and sound without Franklin's additional written consent (the "Dispute") and obtained a temporary injunction against the exhibition of the documentary at the Telluride Film Festival in 2015;

WHEREAS, Aretha Franklin passed away on August 16, 2018 and any existing rights of hers to the subject performances passed to her Estate, whose Personal Representative is Sabrina Owens, and;

WHEREAS, AE represents and warrants to the Estate that it possesses rights to create, distribute and exploit a documentary film of the Concerts and related Concert Footage elements (presently entitled "Amazing Grace" with a running time of approximately 88 minutes and as initially released in the fall of 2018 for Academy Award consideration and shown to the Franklin family (the "Film")), and to otherwise exploit the Film and Concert Footage assigned to AE by Warner, subject to the terms and conditions of this Agreement;

WHEREAS, AE desires to release, distribute, present, and fully exploit the Film and the Concert Footage with the participation of the Estate in accordance with and subject to the terms and conditions set forth in this Agreement;

WHEREAS, each Party comprising AE represents and warrants that all right, title and interest it owns, controls or is the beneficial owner of directly or indirectly through any entity or other third party has been irrevocably transferred to AGLLC; and

WHEREAS, the Estate desires to join in the exploitation of the Film and the related Concert Footage 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:

1. CONDITIONS / CLOSING: As express conditions precedent to the payment of the Estate Guarantee as defined below, it is required that the following occur, it being the Parties' intention to have the initial US$250,000 payment of the Estate Guarantee as set forth in par. 3.1(a)i below, dismissal of litigation and mutual releases made, executed and delivered not later than March 25, 2019:

END OF LITIGATION AND MUTUAL RELEASE: Following receipt of payment by the Estate as set forth below in par. 3(a)i, 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 & Tapes, Defendant, as Civil Action No. 15-cv-01921-JLK, which has been closed administratively subject to reopening, shall remain closed and not be reopened by either Party hereto, it being the intent of the Parties hereto to end that litigation definitively by executing the mutual release of all claims attached hereto as Appendix 1. Except for the obligations expressly set forth herein, such mutual 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.

2. GRANT OF RIGHTS:

(a) Subject to payment in full of the Estate Guarantee (as defined below) the Estate hereby sells, grants, sets over, and assigns exclusively to AE, all rights of each and every kind, nature, and character whatsoever that the Estate possesses in and to the name, image and performance of Aretha Franklin solely as embodied in the Film and Concert Footage (individually and collectively, the "Appearance") including, but not limited to, all rights to distribute, display, market, advertise, promote and publicize the Appearance and otherwise exploit the Appearance solely as comprised within the Film and Concert Footage, 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 whether existing now or in future, including, but not limited to, by means of the internet and mobile technologies, in any and all languages, subject in all instances to the terms and conditions of this Agreement including without limitation the terms of the Ancillary Rights Exhibit "R" attached hereto and incorporated herein, and further 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 (and not when she is singing), 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" which, without limiting the foregoing, the Estate hereby quitclaims to AE, including, without limitation, 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 (the world), 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 Appearance Rights and the Distribution Rights are individually and collectively referred to herein as the "Rights".

(b) Notwithstanding any other provision hereof, except to the extent expressly set forth in (and subject in all instances to) Exhibit R hereto, the Rights expressly include the right to use the Appearance, Aretha Franklin's name, voice, likeness, biography and/or any portion or element thereof in connection with any and all ancillary and subsidiary rights in connection with the Film, the Concert Footage and/or Appearance, including but not limited to merchandising; commercial tie-in rights; performance rights; print and/or text publication rights; electronic game rights (including but not limited to videogame rights); music video rights; soundtrack rights, publishing rights, music publishing rights, Subsequent Production Rights (as defined below); and Clip Rights (as defined and subject to the terms below) (collectively the "Reserved Rights").

(c) "Subsequent Production Rights" means the right to develop and/or exploit any production that is derivative of the Concert Footage, including but not limited to any remake, sequel, television production, spin-off, interactive production rights, live stage production (whether musical or not), and productions produced for any other medium or channel of distribution now or hereafter known or devised).

(d) "Clip Rights" means the right to exploit, in any medium, whether now known or hereafter devised, all still photographs, footage, trims and outtakes (including but not limited to "bloopers", behind-the-scenes and "B-roll" footage) of, from and/or relating to the Film, and any portion thereof or of the Concert Footage (collectively, "Clip Material"), in connection with the creation of other motion pictures, television programs, Internet programs and/or other audiovisual works, and/or to license any Clip Material as "stock footage" (as that term is commonly understood in the entertainment industry) or for other use other than in the Film and Concert Footage and the right to license footage from the Film and Concert Footage.

(e) The Estate will cause music publisher Springtime Music ("Springtime") to issue a gratis synchronization license (the "AG Synch License") to AE for use of Aretha Franklin's arrangement of AMAZING GRACE (the "AF Arrangement") in the Film and in any and all trailers for the Film and other customary promotion and advertising for the Film. The Estate represents and warrants that it has the unilateral right and power to cause Springtime to issue the AG Synch License for the AF Arrangement.

(f) The duration of all rights set forth above in this par. 2 shall be perpetual except as provided below.

3. COMPENSATION:

3.1 ESTATE GUARANTEE:

(a) The Estate shall receive a guaranteed payment of US$1,100,000 (the "Estate Guarantee") which for avoidance of doubt will not be an advance against the Estate's Contingent Compensation nor any participation to the Estate pursuant to Exhibit R hereto (but will be included as a recoupable cost in calculating AE Net Proceeds as defined below) and shall be paid to the Estate as follows:

i. AE will cause payment to the Estate in the amount of US$250,000 to be made by wire transfer to the ICM client trust account set forth in par. 3.1(a)ii below within two (2) business days of delivery to AE (which delivery may be by means of electronic transmission and / or electronic signature) of a copy of this Agreement signed by the Estate (but in any event not later than 3 PM Los Angeles time on March 22, 2019). The foregoing US$250,000 payment to the Estate is nonrefundable and the Estate will have the unconditional right to retain it even if there is never a distribution deal for the Film with Neon or any other third party. The US$250,000, however, shall have reduced the guaranteed payment of US$1,100,000 to US$850,000 under all circumstances.

ii. AE will cause 100% of all first proceeds from exploitation of the Film including 100% of all AR Income (as defined in Exhibit R hereto) and all amounts payable by Neon and/or any and all other distributors of the Film otherwise payable to AE or any affiliate, assignee or designee of AE with respect to the Film (after the first US$250,000, which is to be paid to Robert Johnson to reimburse him for the amount paid by him to fulfill AE's obligation in par. 3.1 (a)i) to be paid directly to the Estate dollar-for-dollar up to the additional amount of US$850,000 from any such proceeds. All such payments by the Estate shall be by wire transfer to the ICM Partners client trust account as follows:

City National Bank
Beverly Hills, CA 90210
ABA #122016066
Swift #CINAUS6L
Account #112363173
Account Name: ICM LLC Client Account
Re: Aretha Franklin Estate / AMAZING GRACE

(b) It is understood by the parties that the minimum payment to the Estate is to be derived from the proceeds of any sale, distribution or other agreements for exploitation of the Film between AE and any third party, and not from the assets of AGLLC or Elliott, and that any such agreement (whether "distribution", lease, sale or other) is subject to the requirement that first dollars derived therefrom will be paid to the Estate until the total Estate Guarantee of US$1,100,000 has been paid to the Estate. Accordingly, it is the understanding of the parties that, after Johnson is reimbursed, the first dollars derived from the exploitation of the Film and/or concert footage shall be devoted to payment of the US$1,100,000 to which the Estate will be entitled under this Agreement.

(c) No additional compensation of any type shall be due the Estate with respect to the grant of rights specified in par. 2 above except as expressly specified in this Agreement (including the Estate's Contingent Compensation and Estate's share of AR Income under Exhibit R hereto).

3.2 CONTINGENT FUTURE PARTICIPATION: In addition to the amount of fixed compensation the Estate shall receive under the terms of par. 2.1 above, AE shall cause payment to the Estate by direct accounting from a CAMA (pursuant to which the Estate will be a direct beneficiary) of an amount equal to Ten Percent (10%) of One Hundred Percent (100%) of all net proceeds to AE ("AE Net Proceeds") from all forms of exploitation of the Film throughout the Territory (excluding AR Income [as defined in Exhibit R hereto], the "Estate's Contingent Compensation"). For the avoidance of doubt all net income derived by AE from exploitation of the Film anywhere in the Territory (other than AR Income) that predates and/or is not accounted through the CAMA will be included in the calculation of AE Net Proceeds and the Estate's Contingent Compensation. The definition, accounting and audit terms for AE Net Proceeds and the Estate's Contingent Compensation will be negotiated in good faith between the Parties within customary US industry parameters taking into account the terms of the Warner Participation and the terms of the distribution agreements for the Film including but not limited to the distribution agreement between AE and Neon. Other than AE and Warner, no other person or entity shall be accorded more favorable contingent future participation than the Estate.

4. <u>CREDIT / ESTATE PERQUISITES</u>:

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

(a) <u>Starring Credit</u>: Above the title, but after the "presentation" credits, on a separate card: "ARETHA FRANKLIN" (the "Starring Credit"); and

(b) <u>Producer Credit</u>: 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").

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 customarily exceptions. No casual or inadvertent failure by Producer, or any third party, to comply with the provisions of this par. 4 shall constitute a breach of this Agreement, but Producer shall use reasonable efforts to prospectively cure any such failure.

4.2 Sabrina Owens shall be accorded on-screen credits in the Film in substantially the following forms:

(a) <u>Producer Credit:</u> 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 Sabrina 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 customarily exceptions. No casual or inadvertent failure by Producer, or any third party, to comply with the provisions of this par. 4 shall constitute a breach of this Agreement, but Producer shall use reasonable efforts to prospectively cure any such failure.

4.3 Other than the Approved AF Material (as defined below) all images of Aretha Franklin and all quotes attributed to Aretha Franklin, the Estate, and/or any family member of Aretha Franklin used in and/or in connection with the exploitation of the Film and/or Concert Footage will be subject to the prior written approval of the Estate, such approval not to be unreasonably withheld or delayed, but the Approved AF Material and the key art and other images set forth in Exhibit A hereto are deemed pre-approved by the Estate. "Approved AF Material" means (i) all images of Aretha Franklin taken from the Film (but not from any Concert Footage not incorporated in the Film); and (ii) all quotes attributed to Aretha Franklin and / or the Estate and / or any family member of Aretha Franklin previously either (x) made by them publicly (e.g. in interviews or through statements made on social media by the person(s) to whom the applicable quote is attributed) or (y) previously approved by the Estate in writing.

4.4 (a) AE will make best efforts to cause Sabrina Owens and all children of Aretha Franklin (plus one guest each if they so elect) to receive written invitations, business class travel, 1st class hotel, ground transportation and reasonable and customary expenses to attend each premiere, festival screening and award event with respect to the Film, all on a no less favorable basis than any other person attending the same event.

(b) In addition, AE will cause invitations, travel, lodging and expenses to be provided to Sabrina Owens and all of Aretha Franklin's children (plus one guest each) to the Detroit premiere of the Film, and invitations, travel, lodging and expenses for up to four (4) persons (to be allocated among Sabrina Owens and Aretha Franklin's children as they may elect amongst themselves) for the 2019 NAACP Image Awards, at AE's distributor, NEON's, expense.

5. CONFIDENTIALITY AND NONDISCLOSURE OF SETTLEMENT AGREEMENT: If a Party is asked to comment on the resolution of the Denver litigation and its related Dispute, such Party agrees to respond with a statement substantially similar to: "The parties have amicably resolved the matter." Except as necessary to carry out the terms of this Agreement, or with the other Party's written consent, the terms of this Agreement shall not be disclosed except to family members, beneficiaries, lawyers, accountants, banks, insurers, financing sources or otherwise as may be reasonably necessary in the conduct of a Party's or beneficiary's business affairs.

6. INTENTIONALLY DELETED.

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

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.

8. <u>REPRESENTATION AND WARRANTY OF AUTHORITY</u>.

8.1 Each person who signs below represents and warrants that s/he has the necessary authority to bind the entity for which he is signing; and that s/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 appearing in the Film; and (iv) that it shall pay any guild residual payments that might be required. Likewise, the Estate represents, warrants and agrees that it has the unfettered right to enter into and perform this Agreement, to grant all rights under this Agreement and is not subject to any conflicting obligation or disability which will or might interfere with tis execution and performance.

9. **<u>GOVERNING LAW:</u>** 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. **<u>DISPUTE RESOLUTION/NO EQUITABLE RELIEF:</u>**
Any and all disputes arising under or related to this Agreement shall be resolved by final and binding arbitration under the auspices of JAMS. Any such arbitration shall be held within thirty (30) miles of Ann Arbor, Michigan and arbitrated by a lawyer with a minimum of fifteen (15) years of experience in the entertainment industry. With respect to disputes regarding the reasonableness of a refusal by the Estate to approve an ancillary rights project falling under Category II of the ancillary rights provisions, the dispute shall be subject to expedited arbitration under the rules of JAMS regarding expedited arbitrations. In either type of arbitration, the Parties will request the appointment of an arbitrator with a minimum of fifteen (15) years of experience in the entertainment industry and with at least five (5) years of experience as a professional arbitrator. Except by agreement of the Parties, the arbitrator must conduct the arbitration, if in person, in Detroit, Michigan. Costs and reasonable attorneys' fees shall be awarded by the arbitrator to the prevailing party. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

10A. AE PARTIES BOUND. Notwithstanding any other provision of this Agreement to the contrary, from and after the date on which the Estate has received the full Estate Guarantee in accordance with par. 3.1(a) above (the "Trigger Date"), neither Elliott individually nor Al's will have any further liability to the Estate under this Agreement and from and after the Trigger Date AGLLC will be liable for the performance of all obligations of the AE Parties under this Agreement, *<u>except that:</u>*

(a) Elliott is and will at all times remain jointly and severally liable with AGLLC for the performance of all AE obligations with respect to Ancillary Rights and AR Income, in accordance with Exhibit R hereto; and

(b) Elliott is and will at all times remain subject to and bound by the terms of par. 10 above as to the resolution of any dispute relating to this Agreement.

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.

12. **COUNTERPARTS:** This Agreement may be executed by the Parties in counterparts, each of which shall be deemed an original regardless of the date of its execution and delivery and said counterparts together shall constitute one and the same. True and correct facsimile or pdf copies of signed counterparts shall be deemed originals for any purpose.

13. **HEADINGS AND RECITALS:** The headings in this Agreement are inserted for convenience and reference, and in no way define, limit, extend or otherwise describe the scope or intent of this Agreement or any provision hereof, and shall not affect in any way the meaning or interpretation of this Agreement. The recitals contained herein are incorporated in and are a part of this Agreement.

14. **SEVERABILITY:** In the event that any term or provision of this Agreement contradicts any term or provision of any other document, instrument or agreement between the Parties, the terms of this Agreement shall control. In the event that any of this Agreement is found to be void, voidable, illegal or otherwise unenforceable in any respect, such provision shall be severable from all other provisions thereof, and the validity, legality and enforceability of the remaining portions and provisions of this Agreement shall not be adversely affected or impaired, and shall thereby remain in full force and effect as if such void, voidable or unenforceable provision had never been contained therein.

15. **BINDING EFFECT:** This Agreement, and all of its terms and conditions, shall be binding upon and inure to the benefit of the Parties and their respective agents, representatives, officers, directors, shareholders, employees, heirs, executors, administrators, descendants, subsidiaries, successors, assigns and legal representatives, whether a signatory hereto or not. Notwithstanding any other provision hereof: (a) the $250,000 payment due to the Estate under par. 3.1(a)i above (the "$250K Estate Payment") will be payable as set forth therein (i.e. by wire transfer to the ICM client trust account within two (2) business days after delivery to AE [by any means of delivery as set forth in par. 3.1(a)i above] of a copy of this Agreement and the Mutual Release signed by the Estate) without requirement of any other signature to this Agreement including for avoidance of doubt that of David Bennett as attorney for the Estate; and (b) this Agreement and the Mutual Release will be fully binding between the Parties (i.e. the Estate and AE) upon payment of the $250K Estate Payment and signature of this Agreement and the Mutual Release by the Estate and AE, even if the acknowledgement signature of David Bennett and/or Neon is not secured.

16. **NOTICES:** All notices, consents, demands, or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed sufficiently given and received on the day on which delivered personally or via facsimile or messenger during regular business hours at the location of receipt to the appropriate locations listed below:

If to AE:	Alan Elliott 1633 N. Stanley Avenue Los Angeles, CA 90046 Telephone: 323 988 9692 alan@alanelliott.net
With a copy to:	John W. Boyd Freedman Boyd Hollander Goldberg Urias & Ward P.A. 20 First Plaza Suite 700 Albuquerque, NM 87102 Telephone: 505 244 7518 JRB@FBDLAW.com
If to the Estate:	David J. Bennett Thav Gross PC 30150 Telegraph Road Suite 444 Bingham Farms. Michigan 48025 Telephone: 248 645 8203 Dbennett@thavgross.com
With a courtesy copy to:	Richard B. Levy ICM Partners 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 and its attachments 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 under this Agreement include 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, provided that notwithstanding any assignment by AE of this Agreement and / or any of its rights hereunder AE will remain primarily liable for the performance of all then-executory obligations under this Agreement.

22. **REPORTING PERIODS & AUDIT:** Customary detailed accounting statements with respect to all AE Net Proceeds, AR Income and the Estate's Contingent Compensation 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 all books and records with respect to the Film 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 the applicable distributor's principal place of business during normal business hours and shall not unreasonably interfere with such distributor's regular 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, AE shall contractually require each distributor of the Film to notify the Estate in writing of any request to audit such 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 FOLLOWS]

IN WITNESS WHEREOF, the Parties hereby acknowledge and represent that they have each read this Agreement, consisting of a total of 23 pages, and that they have executed this Agreement as of the day and year first set forth above.

Al's Records & Tapes

By: ______________________________
Alan Elliott

Amazing Grace Movie, LLC

By: ______________________________
Alan Elliott

____
Alan Elliott

Estate of Aretha Franklin

By:_________________________
Sabrina Owens
Personal Representative

ACKNOWLEDGED AND AGREED:

Attorney for the Estate of Aretha Franklin

By:________________________
David J. Bennett

ACKNOWLEDGED AND AGREED AS TO SUBPARAGRAPHS 3(a)ii and 4.4(b)

NEON

By:_________________________________

Its:_________________________________

APPENDIX I
MUTUAL RELEASE OF ALL CLAIMS

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE ("Agreement"), is effective as of March 21, 2019 (the "Effective Date"), and is by and between Alan Elliott, Al's Records & Tapes, and Amazing Grace Movie, LLC (individually and collectively, "AE" or "Party") and The Estate of Aretha Franklin ("Estate" or "Party"), collectively, "Parties."

RECITALS:

1. In January, 1972 Warner Bros.- Seven Arts, Inc. (such entity and its affiliates, successors and assigns, collectively "Warner") filmed with sound the featured musical performances of Franklin in two concerts (the "Concerts") of primarily gospel songs before a live congregation at the New Temple Missionary Church of Los Angeles;

2. Although the Concerts were filmed and recorded for film ("the Film"), creation of any movie or visual broadcast of the Concerts was not completed because of technical problems;

3. In 2007 Alan Elliott and Al's Records & Tapes entered into an agreement with Warner, whereby Elliott and Al's acquired all of Warner's right, title and interest in and to the Film and other, related film elements, along with sound associated with the film and its other elements;

4. Elliott thereafter created the documentary film entitled "Amazing Grace" from the Film's elements he had acquired from Warner and completed a documentary film of the concerts at his expense. Elliott attempted to exhibit "Amazing Grace" at the Telluride Film Festival in 2015, believing AE had the right to do so without further permissions;

5. Aretha Franklin ("Franklin"), who was still living at the time, disputed AE's rights to exhibit the documentary film and otherwise exploit it or the unused footage and sound without Franklin's additional written consent (the "Dispute") and obtained a temporary injunction from the Federal District Court in Denver, Colorado against the exhibition of the documentary at the Telluride Film Festival in 2015;

6. Aretha Franklin passed away on August 16, 2018 and any existing rights of hers to the subject performances passed to her Estate, whose Personal Representative is Sabrina Owens, and;

7. The parties to this Release of Claims desire and intend to resolve their prior differences (as of the date of this Release), end their disputes (as of the date of this

Release), settle and release all claims against each other (as of the date of this release) and cooperate in releasing the Film, entitled "Amazing Grace" and do and permit the other things that are set forth in the contract between them dated as of March 21, 2019.

8. NOW, THEREFORE, AS SET FORTH BELOW, THE PARTIES HEREBY RELEASE AND SETTLE THEIR CLAIMS FOR VALUABLE CONSIDERATION AND FOR THE MUTUAL PROMISES CONTAINED HEREIN, ON THE OCCASION OF THEIR REACHING A CONTRACTUAL AGREEMENT DATED MARCH 21, 2019 UNDER WHICH THE ESTATE OF ARETHA FRANKLIN HAS GRANTED TO AE THE RIGHTS SET FORTH IN THAT AGREEMENT IN RETURN FOR AE'S PROMISES CONTAINED THEREIN.

A. **Mutual Release**: Up to the date of this Release, but not thereafter, in consideration of the promises set forth in this Release the Parties for themselves and on behalf of any persons or entities who have or claim to have rights and/or claims by, through, or on behalf of any Party, hereby release the other Party, together with any agents, attorneys or accountants, insurers, representatives, administrators, or other successors in interest or assigns of any of the foregoing, and any other persons in privity with parties to this Release against whom claims or demands might have been made, from any and all claims, actions, claims for relief, demands, debts, covenants, contracts, obligations, liabilities, damages, costs and expenses (including attorney's fees), whether legal or equitable, common law or statutory, of whatever kind or nature in any manner arising out of but not limited to the matters set forth in the Lawsuit, up to the date of this Release. The mutual releases herein granted are and are intended to be as broad as may be lawful and include but are not limited to claims arising out of contract, tort, copyright and other statutory rights, common law rights, negligence, willful or wanton conduct, misrepresentation, fraud, or otherwise, and fully include but are not limited to, claims for injunctive relief, damages, for punitive or exemplary damages and attorneys fees; or for any other claims of whatsoever kind or nature that the Parties had, have or may have against any Party, whether known or unknown. Neither Party shall make any claim or bring any proceeding against the other based on any events predating this settlement and release.

B. **End of Litigation:** The Parties agree that litigation 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 & Tapes, Defendant, Civil Action No. 15-cv-01921-JLK ("the Denver litigation"), which was closed administratively subject to reopening, shall remain closed and not be reopened by either Party hereto, it being the intent of the Parties hereto to end that litigation definitively, including any disputes that were or could have been brought by the parties or the Estate's Decedent, Aretha Franklin. This mutual release of all claims is intended to fully resolve all past disputes and disagreements between the Parties relating in any way to the Dispute and/or the Denver litigation, including but not limited to any and all court filings, or court orders. If it should become necessary to revive the Denver litigation in order to definitively conclude it by dismissal with prejudice, notwithstanding that the litigation between the Parties has been dismissed without prejudice, the Parties agree to cooperate in doing so.

C. **No Admission of Liability and No Reliance**: It is understood and agreed that execution of this Agreement is not to be construed in any way as an admission of liability or an admission of wrongdoing or the validity of any Party's claim against the other, but rather reflects the intent of the Parties to end their disputes entirely and to embark on the relationship reflected in the Agreement between them dated as of March 21, 2019. In making this Agreement the Parties have not relied on statements nor representations regarding their rights, claims for damages, facts or other information from the other Parties being released, their agents and representatives. On the contrary, they have considered all these matters themselves and have relied entirely on their own judgment, after seeking the advice of their respective independent legal counsel.

D. **Confidential Release**: The Parties agree that the terms of this Release are confidential. No Party shall disclose the terms or amount of this settlement to any party, other than his/her family members, business partners, tax advisors, professional advisors or other professionals with a need to know.

E. **Governing Law**: This Agreement shall be governed by and construed and enforced under the laws of the State of California, and the Parties agree to exclusive venue and jurisdiction of the courts within a thirty (30) mile radius of Detroit, Michigan.

F. **Counterpart Execution**: The Release may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. Either Party may enter into this Agreement by executing any such counterpart.

[EXECUTION PAGE FOLLOWS]

G. Entire Agreement. This Agreement constitutes the complete agreement understanding of the Parties with respect to the subject matter hereof, there are no other representations or promises which are not expressly set forth herein and this Agreement supersedes any prior oral or written agreements, understandings or representations. This Agreement may not be changed, terminated, modified, supplemented or amended in any way except by a writing signed by all parties.

__ ___________
Alan Elliott, on behalf of himself, Al's Records & Tapes and Amazing Grace Movie, LLC.

STATE OF ________________)
)SS.
COUNTY OF ______________)

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me this ___day of _________ by Alan Elliott, individually and as President of Al's Records & Tapes and Amazing Grace Movie, LLC.

My Commission Expires: ____________________ Notary Public

____

____
Sabrina Owens, Personal Representative for the Estate of Aretha Franklin

STATE OF _______________)
)SS.
COUNTY OF _____________)

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me this ___day of _________by Sabrina Owens, solely as Personal Representative for the Estate of Aretha Franklin.

My Commission Expires: ____________________ Notary Public

____

EXHIBIT A

Approved Key Art / AF Images. [AE TO SUPPLY AS A CONDITION SUBSEQUENT]

G. Entire Agreement. This Agreement constitutes the complete agreement understanding of the Parties with respect to the subject matter hereof, there are no other representations or promises which are not expressly set forth herein and this Agreement supersedes any prior oral or written agreements, understandings or representations. This Agreement may not be changed, terminated, modified, supplemented or amended in any way except by a writing signed by all parties.

____
Alan Elliott, on behalf of himself, Al's Records & Tapes and Amazing Grace Movie, LLC.

STATE OF ______________)
)SS.
COUNTY OF ____________)

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me this ___day of ________ by Alan Elliott, individually and as President of Al's Records & Tapes and Amazing Grace Movie, LLC.

My Commission Expires: ____________________ Notary Public

____

Sabrina Owens, Personal Representative for the Estate of Aretha Franklin

STATE OF Michigan)
)SS.
COUNTY OF Washtenaw)

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me this 22 day of March 2019 by Sabrina Owens, solely as Personal Representative for the Estate of Aretha Franklin.

JENNIFER M. SYMANNS
NOTARY PUBLIC, STATE OF MI
COUNTY OF WASHTENAW
MY COMMISSION EXPIRES Dec 14, 2021
ACTING IN COUNTY OF Washtenaw

My Commission Expires: Notary Public

12/14/2021

EXHIBIT A

Approved Key Art / AF Images. [AE TO SUPPLY AS A CONDITION SUBSEQUENT]

EXHIBIT R
ANCILLARY RIGHTS

R1. Estate Approval/ Consultation Categories	<u>Category 1:</u> Absolute prior written Estate approval on case-by-case basis; Estate can approve or disapprove at sole discretion. No response period – approval only on written confirmation from Sabrina Owens as Estate-designated Personal Representative, or her successor. <u>Category 2:</u> Estate has prior written approval on case-by-case basis, not to be unreasonably withheld. Seven (7) business day response period following written notice to the Estate of the material terms of the offer and any other additional information reasonably sufficient to allow the Estate to make an informed decision regarding the applicable approval; if no response, last specific proposal submitted in writing to Sabrina Owens as Estate-designated Personal Representative will be deemed approved. If Parties cannot agree with respect to any Category 2 opportunity presented by AE, AE or the Estate has right to submit the matter to binding expedited arbitration (per the arbitration provisions set forth par.10 of the Agreement. <u>Category 3:</u> Meaningful advance consultation to Estate (which must actually take place so long as Sabrina Owens as Personal Representative is reasonably available to consult by phone, email, or in person within seven (7) business days following written notice of the applicable project).
R2. Term to Exploit AE Ancillary Rights	In perpetuity.
R3. Scope of Rights granted to AE generally (subject to restrictions on exploitation as set forth in this Exhibit R)	All rights reasonably to exploit Film as set forth in main agreement, plus the ancillary rights to exploit Film and Concert Footage per this Exhibit "R". The Rights (as defined in par. 2 of this Agreement), which are worldwide, do not include Franklin's person, image, career, performances, recordings etc., except those that are incorporated in the Film and/or Concert Footage.

R4. Music Video Rights (Category 3 and limited Category 2)	Solely with respect to Aretha Franklin's appearance in Film, use of songs sung by her in Film and / or Concert Footage as stand-alone music videos, at 10% separate-pot merch to Estate (but only as complete songs and not abbreviated or medley versions or modified in any material way without Estate Category 2 Approval – with approved material at 25%).
R5. Customary Merchandising Items Related to Film (Category 3)	Use of the key art for Film (as set forth in exhibit to be included in final agreement for preapproved key art images) in connection with *only* T-shirts, jackets, posters, hats, coffee mugs key chains and such other customary merchandise items as the Parties may hereafter agree in writing after good faith negotiations relating to Film (the "Customary Merchandise Products"). Estate to participate from this pot at 25% out of 100%.
R6. Out-Takes/Behind-the-Scenes Footage/Images (Category 2)	Use of out-takes and / or behind-the-scenes footage from the Concert Footage and/or images from the Concert Footage to promote the Film (but not in connection with any of the other Ancillary Rights categories and/or uses set forth in pars. R11-R13 and R15).
R7. Clip Rights (Category 2)	Approved clips at 25% of 100% to Estate. Cannot infringe on R11 – R13, and R15.

R8. Live/Performance Rights (Categories 2 or 3)	1. Without limiting any other provisions of this Exhibit R, live performances (other than as set forth in par. R8.2 and R8.3 below) in which AE has a financial interest (separate from AE Net Income from distribution of the Film by Neon and/or any other distributor) and using the complete, uninterrupted Film and an element of a live show are in Category 3 rights at a separate 10% participation to the Estate of any AR Income derived therefrom. 2. Live performances using portions of the Film, or which interrupt the Film, or use clips or outtakes and/or any other material from the Concert Footage are in Category 2 at 25%. 3. Exhibitions of the uninterrupted Film as licensed by NEON (or other authorized distributors of the Film) that include pre-display and/or post-display discussions, lectures, appearances by participants (including Alan Elliott) or others as may be customary at movie theaters or other locations where the Film may be shown which do not involve any Ancillary Rights and (other than within the Film itself and any Approved AF Material) do not use any image of Aretha Franklin and / or any quote attributed to Aretha Franklin, the Estate, and/or any family member of Aretha Franklin,provided that any income derived by AE from any such exhibition (other than reasonable, customary and market- rate expenses and producer fees) which is separate from income accountable through the applicable distributor(s) for exhibition of the Film as part of any such live event will be at 10% of AR Income to the Estate are freely permitted. Notwithstanding the seven (7) business day requirement for other items under this Exhibit R, the Parties recognize that any live performances falling under Category 2 may, by their nature, require a longer period of consultation and may require ongoing consultation as any major project in this category is developed. The Parties agree to deal with each other in good faith in respect to the necessity for and timing of consultation in respect to such projects.

R9. Subsequent Production Rights (Category 1)	Except director's cut(s) of the Film and "making of the Film" documentary films and/or documentary television programs which are Category 2.
R10. Merchandising Rights (Other than Customary Related to Film) (Category 1)	________
R11. Commercial Tie-In Rights (Category 1)	_________
R12. Product Placement Rights (Category 1)	__________
R13. Endorsement Rights (Category 1)	__________
R14. Publication Rights (Category 2)	Including, but not limited to, making-of books, coffee-table books, all other electronic publishing formats, interactive books, and audio books. No comics or graphic novels in any form including e-book (these are Category 1).
R15. Game Rights (Category 1)	Including but not limited to video, electronic and interactive games.
R16. Music Publishing Rights (Category 1)	__________
R17. Hologram, animation, and similar technology uses and rights (Category 1)	________

R18. Compensation to Estate for Ancillary Rights uses permitted per this Exhibit R	"Separate pot" participation to Estate of (i) 10% of 100% of net income to AE for "customary merchandising rights"and "Live Performance" Category 1 only; and (ii) 25% of 100% of net income to AE in all other categories. All income with respect to the disposition of Ancillary Rights ("AR Income") will be accounted separately from income derived from the distribution of the Film itself and shall not be applied to the recoupment of any costs relating to the Film in calculating AE Net Proceeds. The definition, calculation and accounting of AR Income will be negotiated in good faith between the Estate and AE within customary US industry parameters.