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Attorneys for Respondent Andrew Mayoras, as Representative of the ESTATE OF ARETHA FRANKLIN

JAMS

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. 5345000713

RESPONDENT'S MEMORANDUM OF LAW IN OPPOSITION TO CLAIMANT'S MOTION TO ENFORCE INTERIM AWARD

Respondent Andrew Mayoras, as Representative of the Estate of Aretha Franklin (the "Estate"), respectfully submits this Memorandum of Law in Opposition to the Claimant's Motion to Enforce Interim Award.

INTRODUCTION

The following arguments address threshold issues that defeat Claimant's motion without addressing Claimant's substantive arguments for sanctions. Should Claimant's motion survive the arguments set forth, *infra*, the Estate and non-parties implicated in that motion must be afforded adequate time to respond to the substance of the allegations, and a 24-hour window is simply insufficient to fulfill due process rights of those individuals and entities. Accordingly, should the motion not be dismissed based upon the below arguments, additional time must be given for the filing of full responses to Claimant's allegations.

1. There is No Claim Against the Estate, the Only Respondent-Party to these Proceedings

The Estate has not violated the Interim Award dated November 18, 2025, or otherwise "unreasonably interfered" with Claimant's right to consummate the Producer's Offer. There is no evidence presented that the Estate or its representatives have done anything other than indicate that it will abide by the Interim Award until such time as it may be reversed, despite disagreeing with it. Indeed, the Estate's messaging has been clear on this point and has been expressed to Claimant unequivocally, *to wit*: "while the Estate disagrees with the Arbitrator's Emergency Order, it intends to comply with it unless and until reversed or set aside by subsequent order." *See* **Exhibit 1**, November 21, 2025 Email Correspondence to Claimant's Counsel.

2. Claimant's Motion is Not an Emergency and Should Not Be Heard as an Emergency

Regarding Claimant's motion, it should not be subject to emergency proceedings, as the only relief it seeks is not time-sensitive in nature. Indeed, the motion itself asks for nothing more than monetary sanctions, *to wit*:

> For the reasons set forth above, and those which may be presented at a hearing before the Arbitrator, the Arbitrator should find the Estate, its counsel, and SMI in contempt of the Interim Award, and impose sanctions upon them, jointly and severally, in the amounts requested above.

See Claimant's Motion, at "Conclusion." Further, nowhere in its motion does Claimant describe its request as an "emergency." The only description of the motion as an "emergency" came from a message from Claimant's counsel sent after 10:00 PM EST on December 3, 2025, titled "Emergency Enforcement of Interim Award" to which the Emergency Arbitrator responded within minutes, conveying her willingness to convene emergency proceedings without even having received the motion itself. Had the motion been received, the non-emergent nature of the filing would have been apparent, as it was not titled an emergency motion, it did not request any emergency relief, and it did not describe what emergency Claimant faced absent immediate relief, which is in contradiction to Rule 2(c) of the JAMS Comprehensive Arbitration Rules & Procedures (the "JAMS Rules") governing emergency matters. Yet, it continued to be entertained as an emergency matter based on a single message from Claimant's counsel that boldly misrepresented the facts of the situation.

In addition to being facially non-emergent, Claimant's motion is also procedurally non-emergent. Rule 2(c)(v) of the JAMS Rules states that, following an emergency award, "any request related to the relief granted or denied by the Emergency Arbitrator shall be determined by the Arbitrator(s) appointed in accordance with the Parties 'Agreement and JAMS' usual procedures."

As Claimant's motion is, undoubtedly, a, "request related to the relief granted… by the Emergency Arbitrator [it] **shall** be determined by the Arbitrator(s) appointed in accordance with the Parties 'Agreement and JAMS' usual procedures." Under California law, use of the term "shall" denotes a mandatory, not precatory, condition. Cal. Code Regs. Tit. 2, § 13(a). In sum, Claimant's motion is not an emergency matter based on the filing itself, but, regardless of its nature, pursuant to Rule 2(c)(v) of the JAMS Rules, Claimant's pending request must be heard by the Arbitrator appointed to hear the full proceeding. This dispute is no longer the province of the Emergency Arbitrator.

3. JAMS Has No Jurisdiction Over the Other Persons Against Whom Claimant Seeks Relief

It is axiomatic that JAMS' jurisdictional authority is conferred upon JAMS by the consent of parties who agree to arbitrate disputes with that organization. Neither Springtime, nor counsel named in their individual capacities, have consented to arbitrate any matter with JAMS. Springtime Music, Inc. ("Springtime") is a duly formed and licensed corporation, incorporated under the laws of the State of Michigan. *See* **Exhibit 2**, Springtime Articles of Incorporation. Under Michigan law (the law that governs non-party Springtime), "[c]orporations, even when owned by a sole shareholder, are separate entities under the law." *Diez v. Davey*, 307 Mich.App. 366, 381; 861 N.W.2d 323 (2014), citing *Lakeview Commons Ltd. Partnership v. Empower Yourself, LLC*, 290 Mich.App. 503, 509; 802 N.W.2d 712 (2010), see also, *Schusterman v. Employment Security Comm'n.*, 336 Mich. 246, 259-260; 57 N.W.2d 869 (1953); *Elliott v. Smith*, 47 Mich.App. 236, 240; 209 N.W2d 425 (1973) ("The corporation is a separate and distinct legal entity, notwithstanding the fact that Robert H. Smith was the sole shareholder, president of the corporation, and one of the directors"). Springtime, as its own legal entity, is not a party to the agreement between Claimant and the Estate that confers jurisdiction upon this tribunal. Accordingly, the Emergency Arbitrator may not enter any ruling against Springtime, which is a distinct entity under the law, is not a party to the present arbitration and over which JAMS has no jurisdiction. Further, counsel named in the motion, in their individual capacities, are not subject to JAMS' jurisdiction. Any attempt by the Emergency Arbitrator to hold in contempt, sanction or otherwise take any action with respect to Springtime and/or named counsel in their individual capacities would be unenforceable and *void ab initio*.

Further, even if JAMS had jurisdiction over those non-parties, none of them have been properly served with a claim, noticed for any hearing or named as a party to any proceeding. No contract has been produced evidencing their consent to JAMS' jurisdiction. In short, even if the Emergency Arbitrator was inclined to nakedly declare that she could envelop the non-parties under JAMS' jurisdiction, those non-parties would still be entitled to proper procedural notice under the JAMS Rules, which they have not received.

4. The Emergency Arbitrator Is Not Permitted to Sanction, or Take Other Action, Against Non-Parties

The JAMS Rules do not confer authority on the Emergency Arbitrator to sanction attorneys representing parties to an arbitration. Nor do the JAMS Rules confer authority to sanction non-parties or non-parties' attorneys. Rule 29 of the JAMS Rules entitled "Sanctions" relates solely to an Emergency Arbitrator's authority to sanction a "party" for failure to comply with its obligations under an order of the Emergency Arbitrator. The Emergency Arbitrator's authority begins and ends with the specific parties who have consented to JAMS' jurisdiction, and Claimant's request for sanctions against non-parties is improper and beyond the Emergency Arbitrator's reach.

5. Springtime's Exercise of Its Distinct Legal Rights Is Not a Violation of the Interim Order

As noted, Springtime controls the rights in the arrangement to "Amazing Grace" performed by Aretha Franklin. Springtime is its own distinct legal entity, separate from its shareholders, and is not a party to the arbitration proceeding. *Diez*, 307 Mich.App. at 381. The Interim Award did not state, and could not state (as JAMS has no jurisdiction over Springtime), that Springtime was required to grant a gratis synchronization license to either Claimant or the producers of the Melania documentary.

On the contrary, the Interim Order acknowledges that there may be non-parties to the arbitration whose approval would be necessary for Claimant's proposed use of the arrangement to proceed. Paragraph 58 of the Interim Award specifically states that, "Respondent's argument that Claimant must obtain other consents or licenses from third parties is beyond the scope of this request for emergency relief." Paragraph 78 of the Interim Award further notes, in pertinent part, "...other consents or licenses may or may not be necessary, may or may not have been obtained, and may or may not be required by the producers of the Documentary." At the emergency arbitration hearing, only two third-parties from whom the producers of the Melania documentary would need to secure additional licenses to use Aretha Franklin's performance of Amazing Grace were identified: Springtime (who would have to grant a synchronization license) and Warner Records/Atlantic Records (who would have to grant a master use license). There can be no mistake that the Emergency Arbitrator understood the term "third parties" to include Springtime in her Interim Award and, yet, no ruling was made concerning any third-party rights. The Emergency Arbitrator specifically declined to do so.

6. The Agreement Between the Estate and Claimant Only Obligates Springtime to Grant a Sync License for Use of the Arrangement in the Film

Nothing in the Agreement between the actual parties to this proceeding (Claimant and the Estate, only) limits Springtime's ability to seek synchronization fees for use of intellectual property it controls. In fact, Paragraph 2(e) of the March 21, 2019 Agreement between the Estate and Claimant specifically limits the obligations to issue a synchronization license to the Amazing Grace Film and to promotion and advertising for that film, alone:

> [t]he Estate will cause [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 and 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.

See **Exhibit 3**, March 21, 2019 Agreement, ¶ 2(e) (emphasis added). The gratis license agreed to was *only* with respect to the Film and *not* for other different future unidentified uses. California law requires that contract language be interpreted, "in a manner which gives force and effect to every clause rather than to one which renders clauses nugatory." *Titan Corp. v. Aetna Casualty and Surety Co.*, 22 Cal.App.4th 457, 473-474; 27 Cal.Rptr.2d 476 (1994). However, to accept Claimant's position would be to render the limiting terms of the March 21, 2019 Agreement nugatory. *Id*. Accordingly, the offer from Springtime to the producers of the Melania documentary for a $200,000 synchronization licensing fee to use the subject Amazing Grace copyrighted arrangement that Springtime controls can in no way be interpreted as a violation of the Interim Order.

7. Springtime's Offer was to the Producers of the Melania Documentary, Not Claimant

Springtime made an offer to the producer of the Melania documentary for an industry-standard synchronization fee. No offer was made by the Estate. No offer was made to Claimant. No violation of the Interim Award occurred. This is a matter between Springtime and the producers of the Melania documentary – it is not an issue between the parties to this arbitration and, therefore, is not within JAMS' jurisdiction.

8. Regardless, Springtime's Offer was Wholly Appropriate

The context of this dispute raises the following three sets of rights: (i) the name, image and likeness of Ms. Franklin ("NIL"), the recording of the performance of Ms. Franklin ("Recording"), and the musical arrangement ("Arrangement"). The rights in Recording and Arrangements are governed by Federal Copyright Law. Pursuant to the Copyright Law, there are separate copyrights in a Recording and in an Arrangement and those rights are often owned by separate persons or entities.

The purpose of the March 21, 2019 Agreement, was to facilitate the making of a film. To exploit the film, Claimant needed to clear all three sets of rights. As such, Claimant, in exchange for compensation, received from the Estate certain NIL rights and rights in the Recording to be embodied in the film. These two sets of rights are referred to in the grant as the Appearance. However, the March 21, 2019 Agreement assignments did not include rights in the Arrangement. Neither were rights in the Arrangement granted by Warner Bros Pictures in the Quitclaim Agreement previously addressed at the Emergency Hearing. Accordingly, to facilitate the exploitation of the film, a limited gratis license was granted by Springtime for "the use of the Arrangement in the Film and in any and all Trailers for the Film and other customary promotion and advertising of the Film." The gratis license allowed the film itself to be released and promoted. It did not extend to any other use beyond the film and its promotion.

The Interim Award defines the Producer's Offer, "as a fee of $200,000…for use of a 4:39 audio clip of the Concert Footage." Paragraph 25 of the Interim Award states that the March 21, 2019 Agreement defines Concert Footage as "the audio and visual recordings." Paragraph 78 of the Interim Award further states, in pertinent part, that "other consents or licenses may or may not be necessary, may or may not have been obtained, and may or may not be required by the producers of the Documentary." The conclusion of the Interim Award states that the Estate is enjoined from withholding consent with respect to the Producers Offer and the request to use audio clips in the Melania documentary. The Interim Award did not hold that Springtime was required to grant a gratis license for the Arrangement in the Documentary. Accordingly, how could the Estate, Springtime or anyone representing them be held in contempt for unreasonably interfering with the use of the Concert Footage, which is "a recording," by agreeing to offer a synch license for the Arrangement? Instead, the offer between Springtime and the producer of the Melania documentary actually supports the use of Claimant's recording by agreeing to use of the Arrangement in the film. Doug Colton's email is clear on this point.

> Our firm represents Springtime Music, Inc. which controls the right to license Aretha Franklin's arrangement of Amazing Grace ("the Composition"). We are writing to advise you that the Estate of Aretha Franklin ("the Estate") has advised us it is not withholding consent for Amazing Grace Movie, LLC to synchronize its recording (the "Recording") in the Melania Trump Documentary ("the Production"). The Estate will abide by the Interim Award issued by the arbitrator in that regard unless it is overturned. Accordingly, our client is willing to authorize the synchronization of the Composition in the Production on the same economic terms as with respect to the Recording at US $200,000.

See **Exhibit 4**, Email Regarding Springtime License. The fact that Springtime wants to be paid for the use of the Arrangement is not interference. In fact, in the great majority of cases producers of films or documentaries pay the same sync fee for the recording as they do for the composition, when clearing such rights. It is with great likelihood (as discovery would reveal) that that the producers paid very similar fees for the recording and composition with respect to every other use in the Documentary (for example with respect to the recordings and compositions referenced in Paragraph 37 of the Interim Award.

CONCLUSION

For the reasons stated above, AGM is not entitled to relief, and the motion should be denied in its entirety. Should the motion not be dismissed based upon the foregoing, additional time must be given for the filing of full responses to Claimant's allegations.

Dated: December 5, 2025

Respectfully submitted,

BARRON, ROSENBERG, MAYORAS
& MAYORAS P.C.

s/ Jonathan M. Colman
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Attorneys for Respondent Andrew Mayoras, as Representative of the ESTATE OF ARETHA FRANKLIN

EXHIBIT 1

Jonathan Colman

From:	Jonathan Colman
Sent:	Friday, November 21, 2025 12:42 PM
To:	Maurice Pessah
Cc:	Andy Mayoras; Brian D. Caplan; Eli Melamed; Joshua Rubinton
Subject:	Re: EXT: Re: EXT: Re: EXT: Re: Amazing Grace Movie, LLC v. Estate of Franklin

Maurice,

It also appears that you are asking me to divulge privileged communications with my client, which I specifically decline to do. That said, while the Estate disagrees with the Arbitrator's Emergency Order, it intends to comply with it unless and until reversed or set aside by subsequent order.

Again, glad to discuss further next week.

Jon

Jonathan M. Colman
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ESTATE PLANNING | ELDER LAW | FAMILY LAW | PROBATE | LITIGATION

Click here for my full bio.

EXHIBIT 2

02

C&S-500 (Rev -84)

MICHIGAN DEPARTMENT OF COMMERCE — CORPORATION AND SECURITIES BUREAU

(FOR BUREAU USE ONLY)

FILED

APR 18 1985

Administrator
MICHIGAN DEPT. OF COMMERCE
Corporation & Securities Bureau

Date Received
APR 18 1985

EFFECTIVE DATE:

CORPORATION IDENTIFICATION NUMBER	225-148

ARTICLES OF INCORPORATION

For use by Domestic Profit Corporations

(Please read instructions and Paperwork Reduction Act notice on last page)

Pursuant to the provisions of Act 284, Public Acts of 1972, as amended, the undersigned corporation executes the following Articles:

Article I

The name of the corporation is: SPRINGTIME PUBLISHING, INC.

Article II

The purpose or purposes for which the corporation is organized is to engage in any activity within the purposes for which corporations may be organized under the Business Corporation Act of Michigan.

Article III

The total authorized capital stock is:

1. Common Shares ~~10,000~~ 4000 Par Value Per Share $ 1.00

   Preferred Shares ______ Par Value Per Share $______

and/or shares without par value as follows:

2. Common Shares ______ Stated Value Per Share $______

   Preferred Shares ______ Stated Value Per Share $______

3. A statement of all or any of the relative rights, preferences and limitations of the shares of each class is as follows:

lg

Article IV

1. The address of the registered office is:

24800 Northwestern Hwy., Suite 408 (Street Address) Southfield (City), Michigan 48075 (ZIP Code)

2. The mailing address of the registered office if different than above:

(P.O. Box) (City), Michigan (ZIP Code)

3. The name of the resident agent at the registered office is: Harvey F. Tennen

Article V

The name(s) and address(es) of the incorporator(s) is (are) as follows:

Name	Residence or Business Address
Aretha Franklin	24800 Northwestern Hwy., Ste. 408 Southfield, Michigan 48075

Article VI (Optional. Delete if not applicable)

When a compromise or arrangement or a plan of reorganization of this corporation is proposed between this corporation and its creditors or any class of them or between this corporation and its shareholders or any class of them, a court of equity jurisdiction within the state, on application of this corporation or of a creditor or shareholder thereof, or on application of a receiver appointed for the corporation, may order a meeting of the creditors or class of creditors or of the shareholders or class of shareholders to be affected by the proposed compromise or arrangement or reorganization, to be summoned in such manner as the court directs. If a majority in number representing ¾ in value of the creditors or class of creditors, or of the shareholders or class of shareholders to be affected by the proposed compromise or arrangement or a reorganization, agree to a compromise or arrangement or a reorganization of this corporation as a consequence of the compromise or arrangement, the compromise or arrangement and the reorganization, if sanctioned by the court to which the application has been made, shall be binding on all the creditors or class of creditors, or on all the shareholders or class of shareholders and also on this corporation.

Article VII (Optional. Delete if not applicable)

Any action required or permitted by the Act to be taken at an annual or special meeting of shareholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, is signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all shares entitled to vote thereon were present and voted.

Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to shareholders who have not consented in writing.

Use space below for additional Articles or for continuation of previous Articles. Please identify any Article being continued or added. Attach additional pages if needed.

I (We), the incorporator(s) sign my (our) name(s) this 8th day of April, 19 85.

ARETHA FRANKLIN

C&S-500 (Rev. 1-84)

DOCUMENT WILL BE RETURNED TO NAME AND MAILING ADDRESS INDICATED IN THE BOX BELOW. Include name, street and number (or P.O. box), city, state and ZIP code.

David J. Bennett
Josephson, Tennen & Haron
24800 Northwestern # 408
Southfield, Michigan 48075

Name of person or organization remitting fees:

Josephson, Tennen & Haron

Preparer's name and business telephone number:

David J. Bennett

(313) 355-3344

INFORMATION AND INSTRUCTIONS

1. This form is issued under the authority of Act 284, P.A. of 1972, as amended. The articles of incorporation cannot be filed until this form, or a comparable document, is submitted.
2. Submit one original copy of this document. Upon filing, a microfilm copy will be prepared for the records of the Corporation and Securities Bureau. The original copy will be returned to the address appearing in the box above as evidence of filing.

   Since this document must be microfilmed, it is important that the filing be legible. Documents with poor black and white contrast, or otherwise illegible, will be rejected.
3. This document is to be used pursuant to the provisions of Act 284, P.A. of 1972, by one or more persons for the purpose of forming a domestic profit corporation.
4. Article I — The corporate name of a domestic profit corporation is required to contain one of the following words or abbreviations: "Corporation", "Company", "Incorporated", "Limited", "Corp.", "Co.", "Inc.", or "Ltd.".
5. Article II — State, in general terms, the character of the particular business to be carried on. Under section 202(b) of the Act, it is sufficient to state substantially, alone or without specifically enumerated purposes, that the corporation may engage in any activity within the purposes for which corporations may be organized under the Act. The Act requires, however, that educational corporations state their specific purposes.
6. Article III (2) — The Act requires the incorporators of a domestic corporation having shares without par value to submit in writing the amount of consideration proposed to be received for each share which shall be allocated to stated capital. Such stated value may be indicated either in item 2 of article III or in a written statement accompanying the articles of incorporation.
7. Article IV — A post office box may not be designated as the address of the registered office. The mailing address may differ from the address of the registered office only if a post office box address in the same city as the registered office is designated as the mailing address.
8. Article V — The Act requires one or more incorporators. The address(es) should include a street number and name (or other designation), city and state.
9. The duration of the corporation should be stated in the articles only if the duration is not perpetual.
10. This document is effective on the date approved and filed by the Bureau. A later effective date, no more than 90 days after the date of delivery, may be stated as an additional article.
11. The articles must be signed in ink by each incorporator. The names of the incorporators as set out in article V should correspond with the signatures.
12. FEES: Filing fee $10.00

    Franchise fee — ½ mill (.0005) on each dollar of authorized capital stock, with a minimum franchise fee of $25.00

    Total minimum fees (Make remittance payable to State of Michigan) $35.00
13. Mail form and fee to:

    Michigan Department of Commerce, Corporation and Securities Bureau, Corporation Division, P.O. Box 30054, Lansing, MI 48909, Telephone: (517) 373-0493

EXHIBIT 3

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. <u>COMPENSATION</u>:

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 <u>not</u> 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. **GOVERNING LAW:** The Parties stipulate and agree that this Agreement shall be deemed for all purposes to have been made and entered into entirely in the State of California and shall be construed and interpreted in accordance with, and shall be governed by, the substantive and procedural laws (other than choice of law provisions, as to which no state's laws shall apply in light of the agreed upon application of California substantive law) of the State of California. If there is any conflict between any provision of this Agreement and any present or future statute, law, ordinance, regulation, or collective bargaining agreement, the latter shall prevail; provided, that the provision hereof so affected shall be limited only to the extent necessary and no other provision shall be affected.

10. DISPUTE RESOLUTION/NO EQUITABLE RELIEF:
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 AI'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, *except that:*

(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

EXHIBIT 4

From: Doug Colton
Sent: Tuesday, November 25, 2025 9:31 PM
To: 'dfritz@boyarskifritz.com' <dfritz@boyarskifritz.com>; 'jbrooks@boyarskifritz.com' <jbrooks@boyarskifritz.com>
Subject: Amazing Grace - Melania documentary

Dear David and Johnna:

Our firm represents Springtime Music, Inc. which controls the right to license Aretha Franklin's arrangement of Amazing Grace ("the Composition"). We are writing to advise you that the Estate of Aretha Franklin ("the Estate") has advised us it is not withholding consent for Amazing Grace Movie, LLC to synchronize its recording (the "Recording") in the Melania Trump Documentary ("the Production"). The Estate will abide by the Interim Award issued by the arbitrator in that regard unless it is overturned. Accordingly, our client is willing to authorize the synchronization of the Composition in the Production on the same economic terms as with respect to the Recording at US $200,000.

The foregoing is subject to the licensee executing our client's formal license agreement, and obtaining any and all necessary consents, rights and permissions from any third party. Please contact us if you would like to proceed or have any questions.

Best,
Doug Colton

Doug Colton
dcolton@sukincoltonlaw.com
www.sukincoltonlaw.com

Sukin
Colton
Law
Association
New York, London and Nashville
1185 Avenue of the Americas
3rd Floor
New York, New York 10036
212-662-1010