

LICENSE AGREEMENT

This license agreement ("**License**") is entered into as of November 24, 2025, by and between Alan Elliott ("**Elliott**"), Al's Records & Tapes ("**Al's**"), and Amazing Grace Movie, LLC ("**AGLLC**") (Elliott, Al's and AGLLC are collectively referred to herein as "**Licensor**") c/o Pessah Law Group, PC, 9100 Wilshire Blvd., Ste. 850E, Beverly Hills, CA 90212, and Novomesto LLC, a Delaware Limited Liability Company with a California address at 1900 S Bundy Drive, Suite 850, Los Angeles, CA 90025 ("**Licensee**").

RECITALS

WHEREAS, in January, 1972, in Los Angeles, CA, Warner Bros. Seven Arts, Inc. (such entity and its affiliates, successors and assigns, collectively "**Warner**") filmed and recorded, via separate audio and visual recordings, the musical performance of late artist Aretha Franklin (the "**Concert Footage**") pursuant to an April 1, 1968 personal services agreement (the "**WB-Franklin Agreement**") between Warner-Atlantic Records (collectively, "**Warner-Atlantic**") and Aretha Franklin;

WHEREAS, the WB-Franklin Agreement recites that Franklin's performance, and all proceeds thereof, including, but not limited to, the sound recording and film footage, was produced and owned by Warner-Atlantic;

WHEREAS, in 2007, Licensor purchased all right, title and interest in and to the Concert Footage, associated sound and other film and sound elements, and documents related to the Concert Footage from Warner (the "**Quitclaim Agreement**");

WHEREAS, on March 21, 2019, Licensor and the Estate of Aretha Franklin (the "**Estate**") entered into an agreement to resolve a litigation brought by Ms. Franklin against Licensor (the "**2019 Agreement**"). The 2019 Agreement recites a comprehensive grant of rights from the Estate in favor of Licensor, and acknowledges the Quitclaim Agreement;

WHEREAS, the 2019 Agreement grants Licensor certain "Ancillary Rights" separate and apart from the rights to exploit the documentary entitled, *Amazing Grace* (the "**Documentary**"), including as relevant to this License "Clip Rights", which are defined pursuant to the 2019 Agreement as including the right to exploit, in any medium, all outtakes of, from and/or relating to the Documentary, and any portion thereof or of the Concert Footage in connection with the creation of other motion pictures, television programs, Internet programs and/or other audiovisual works (hereafter, "**Clip Rights**");

WHEREAS, per the 2019 Agreement Licensor's right to license Clip Rights are subject to the Estate's consent, which, pursuant to the 2019 Agreement is "not to be unreasonably withheld";

WHEREAS, pursuant to the 2019 Agreement, Licensor approached the Estate in June of 2025 and sought approval to enter into this License for use of Clip Rights in the "Film" (as defined in paragraph 1(a) hereof), specifically for a scene where First Lady Melania Trump lights a memorial candle for her late mother at St. Patrick's Cathedral in New York (the "**Scene**" or "**Licensor's Request**"). The Estate declined Licensor's Request;

WHEREAS, in October of 2025, Licensor initiated legal action against the Estate for its unreasonable refusal to consent to Licensor's Request (the "**2025 Action**");

WHEREAS, Licensor authorized its counsel to keep Licensee fully apprised of the status and the result of the 2025 Action, and Licensee fully understands the reasons for the 2025 Action; and

WHEREAS, as part of the 2025 Action, Licensor obtained an "Interim Award" enjoining the Estate (1) from withholding its consent to Licensor's Request; (2) unreasonably interfering with Licensor's right to consummate this License, and (3) from further interference with Licensor's rights as stated in the 2019 Agreement pending final adjudication of the 2025 Action (the "**Interim Award**").

1. **GRANT OF RIGHTS**. In consideration of the sum of Two Hundred Thousand Dollars (\$200,000) ("**License Fee**"), to be paid promptly to Licensor via electronic bank transfer upon execution of this License, or via bank check

mailed to Licensor c/o Pessah Law Group, PC Client Trust Account at the address indicated above, which Licensor acknowledges is the final and complete consideration for all rights granted herein, Licensor hereby irrevocably grants to Licensee the non-exclusive worldwide right to use, reproduce, perform, display, transmit, distribute, and otherwise exploit during the Term (as defined in paragraph 2 hereof) certain elements of the Clip Rights possessed by Licensor for Licensee's specific use in the Scene:

(a) record up to four minutes and forty seconds (4:40) of the recording and musical composition entitled "Amazing Grace" as performed live by Aretha Franklin in 1972 and recorded as part of the Concert Footage (the "**Composition**" and the "**Recording**") for a single creative use in the Scene, including all editorial versions (i.e., modified for content viewing purposes but not to alter any of the rights granted herein), and cuts thereof as embodied in the documentary film entitled "Melania Trump documentary" (the "**Film**"), including all customary versions, edits, , across all media now known or hereafter devised. For clarity, the rights granted herein are specifically intended for the Scene and no other portion of the Film or promotion thereof;

(b) exhibit the Scene as encompassed in the Film containing the Recording and the Composition, including only customary alternative cuts and versions thereof (e.g., for timing and censorship purposes, local audiences in the Territory and for the visually and hearing impaired (including captioning)) throughout the universe ("**Territory**") via all media now known or hereafter devised including theatrical, regardless of delivery method and/or platform, plus in-context promotional rights; and

(c) Licensor acknowledges and agrees that it has secured, or is solely responsible for securing at its sole cost, all approvals and authorizations required under the 2019 Agreement and that no further approval, fee, consent, or action of any third party is required from Licensee for Licensee to exercise its rights;

(d) Licensor shall exclusively collect all neighboring rights and statutory broadcast revenues, if any, arising from Licensee's use of the rights granted herein, and Licensee shall owe no payments or accounting of any kind in connection therewith; Licensor shall indemnify Licensee from any related claims.

2. **TERM**. The term of this License shall commence upon the date hereof and shall continue thereafter in perpetuity (the "**Term**").

3. There is no paragraph 3.

4. **PERFORMANCE RIGHTS**. Licensor shall be solely responsible, at Licensor's sole cost and expense, for obtaining and maintaining any and all public performance licenses, waivers, approvals, and clearances required for the Recording and/or Composition as embodied in the Scene from the Film, other than those customarily obtained automatically by performing rights societies. No additional payments or royalties of any kind (including mechanicals, neighboring rights, tariffs, or guild payments) shall be payable by Licensee for any use authorized herein. Licensor's obligations under this paragraph are absolute and may not be conditioned, delayed, or withheld for any reason.

5. **CUE SHEETS/CREDIT**. Licensee shall (i) deliver to Licensor one (1) cue sheet for the Film promptly following the initial commercial release of the Film, which cue sheet shall specify the following music credit information; and (ii) subject to any actual restrictions of the broadcaster, include the following credits on-screen in the Film:

"Amazing Grace"
Performed by Aretha Franklin

The inadvertent, non-repetitive failure to give the foregoing screen credit will not be a breach of this License; provided, however, Licensee has used reasonable commercial efforts to cure such failure on a prospective basis upon its receipt of written notice of such failure from Licensor (email shall suffice).

6. **REPRESENTATIONS, WARRANTIES AND INDEMNITIES**

(a) Licensor warrants and represents that (i) it owns or controls, and has obtained from all third parties who may own or control, all rights necessary to grant the license herein, including, without limitation, all approvals and

authorizations required under the 2019 Agreement and the Quitclaim Agreement. Licensor represents and warrants that it will maintain, all necessary rights and approvals as required by the 2019 Agreement, as stated in the Interim Award, and from any other third parties (as reasonably necessary) with claims to the Clip Rights to permit Licensee's free use of the rights granted herein for the limited purposes described above (e.g., the Scene). Licensor further represents and warrants that Licensee's exercise of the rights granted herein shall not infringe upon or violate any rights of any third party; and (ii) Licensee's exercise of rights shall be free and clear of any claim, lien, injunction, interference, or restriction by any third party.

(b) Licensor shall indemnify, defend, and hold harmless Licensee and its members, directors, officers, attorneys, affiliates, parents, subsidiaries, successors, assignees, distributors, financiers, and exhibitors from and against any and all claims, liabilities, damages, and expenses (including reasonable attorneys' fees) arising out of (A) any breach of Licensor's warranties, representations, or covenants herein; (B) any claim by the Estate, or any other party relating to the Recording or Composition; and (C) any interference, claim, objection, or restriction asserted by the Estate, or any third party relating to the rights granted under this License. In addition to the foregoing, in the event of any such third-party claim, Licensor shall reimburse Licensee, within thirty (30) days of demand, for all out-of-pocket defense costs incurred, and shall pay liquidated damages equal to one hundred percent (100%) of the License Fee, recognizing that such damages are a reasonable estimate of harm to Licensee's distribution, financing, and reputational interests and not a penalty. The parties acknowledge that actual damages would be extremely difficult to ascertain and that this liquidated damages amount represents a reasonable assessment of such damages and is not a penalty. Licensor further warrants that Licensor shall not interfere with or disturb Licensee's rights hereunder, and that Licensee shall enjoy uninterrupted use of the Recording and Composition in the Scene from the Film.

(c) Licensee warrants and represents solely that Licensee (1) has the full right, power, and authority to enter into and assume its obligations under this License; (2) Licensee fully understands that, by entering into this License, Licensor has neither granted, nor purported to grant, any right not expressly given to Licensor by virtue of the Interim Award or the 2019 Agreement and Licensee expressly relies upon Licensor's representations and warranties in Section 6(a) that Licensor possesses, and will maintain, all rights and approvals required to grant this License. No provision of this License shall limit, qualify, or diminish Licensor's liability or Licensee's rights and remedies with respect to any claim, objection, interference, or restriction asserted by the Estate or any other third party.

(e) Licensee shall indemnify and hold Licensor and Licensor's members, directors, officers, agents, attorneys, affiliates, parent subsidiaries, successors, assignees harmless from any and all claims, liabilities, losses, damages and expenses, including but not limited to attorney's fees and legal expenses, arising from any breach or threatened breach of Licensee's warranties, representations or covenants under this License, or in any way resulting from or connected with Licensee's unauthorized use of the Composition in the Film. No alleged breach shall permit any suspension, revocation, or interference with Licensee's rights unless and until a court or arbitrator issues a final, non-appealable order expressly permitting such action.

(f) Once the License Fee has been paid, Licensee shall not be deprived of the rights granted herein under any circumstances. In the event that the Estate, or any third party in privity with Licensor, seeks and obtains an injunction, or any judgment, limiting Licensee's rights hereunder, then Licensor shall be deemed to be in material breach of this Agreement. Upon any such interference, Licensee may (i) terminate this License; and/or (ii) demand immediate refund of the License Fee. If Licensor refunds the License Fee, this License shall be deemed terminated. In addition, Licensee shall be entitled to recover all consequential damages, including without limitation lost profits, lost distribution deals, re-editing costs, redelivery costs, as well as liquidated damages as set forth herein.

7. **RESERVATION OF RIGHTS.** Licensor reserves all rights not expressly granted to Licensee hereunder. All rights granted herein are granted on a non-exclusive basis. This License and the rights herein are granted upon the express conditions that (i) no audio-only recordings of the Recording or Composition, whether master or source audio, may be manufactured, sold, licensed, or used separately or apart from the Film. In addition, unless otherwise expressly authorized under this License, this License does not include the right to: (a) alter the fundamental character of the music of the Composition; (b) create a new or parody lyric for the Composition; (c) use the title, sub-title or any portion of the lyric of the Composition as the title of the Film; (d) use the lyrical content of the Composition as the basis for the story of the Film; or (e) use the Composition in any manner that would allow the viewer to manipulate the Film, including, the Composition embodied therein, in a non-linear (i.e., non-sequential) progression. Nothing herein shall limit Licensee's

unfettered right to exhibit, distribute, and otherwise exploit the Film (and all versions thereof) containing the Recording and Composition in accordance with this License, free and clear of any interference or claims by Licensor or any third party.

8. **MISCELLANEOUS.**

(a) Licensee may transfer or assign this License, in whole or in part, without Licensor's prior written consent, provided that (i) Licensee remains primarily liable for all the obligations contained in this License; and (ii) the assignee assumes all the obligations hereunder.

(b) Any notice required or desired to be given to either party hereunder shall be written and shall be either mailed, by certified mail, return receipt requested or emailed (if to Licensor: alan@alanelliott.net and if to Licensee to dfritz@boyarskifritz.com) or made by personal delivery. Notices hereunder shall be properly addressed with all charges prepaid and delivery shall be deemed given upon deposit thereof at an official post office or post box if by mail, upon receipt if by personal delivery.

(d) This License is fully effective upon payment of the License Fee. Licensor may terminate only upon a material breach by Licensee, after written notice and a thirty (30) day opportunity to cure. Notwithstanding anything else herein, Licensor may not suspend, revoke, or interfere with Licensee's rights during the cure period. For clarity, any alleged breach that is not capable of cure shall not entitle Licensor to suspend, revoke, or interfere with Licensee's rights unless and until a court or arbitrator issues a final, non-appealable order permitting such action.

(e) This License (i) sets forth the entire understanding between the parties hereto; (ii) may not be modified or amended except by an instrument in writing duly executed by both parties hereto; (iii) shall be binding upon and shall inure to the benefit of the respective licensees, successors and assigns of each party hereto; and (iv) shall be governed by, and construed in accordance with the laws of the State of California applicable to contracts entered into and wholly to be performed therein.

(f) All questions with respect to the construction of this Agreement and the rights and liabilities of the Parties hereto shall be governed by the internal laws of the State of California. Any dispute arising out of or related to this Agreement shall be determined in the Court retaining jurisdiction of the Action or, otherwise, a court of competent jurisdiction in Los Angeles County, California. The Parties hereby submit to personal jurisdiction in the State of California for all purposes relating to this Agreement.

(g) If any representation or warranty of either party is untrue, or any indemnity obligation arises, the breaching party shall be liable for all damages including consequential, special or reasonably attorneys' fees. The parties hereto expressly waive any entitlement to punitive damages.

IN WITNESS WHEREOF, the parties hereto have executed this License on the dates indicated below.

Novomesto LLC

Al's Records & Tapes

By: 
An Authorized Signatory
F65F5ED45528458...

By: Alan Elliott
Alan Elliott (Nov 24, 2025 20:20:10 PST)
An Authorized Signatory

Amazing Grace Movie, LLC

By: Alan Elliott
Alan Elliott (Nov 24, 2025 20:20:10 PST)
An Authorized Signatory

Alan Elliott
Alan Elliott (Nov 24, 2025 20:20:10 PST)
Alan Elliott, an individual

ADDENDUM TO LICENSE AGREEMENT

This Addendum (“**Addendum**”) dated as of November 24, 2025 modifies the License entered into as of September 29, 2025 (the “**License**”) by and between Alan Elliott (“**Elliott**”), Al’s Records & Tapes (“**Al’s**”), and Amazing Grace Movie, LLC (“**AGLLC**”) (Elliott, Al’s and AGLLC are collectively referred to herein as “**Licensor**”), and Novomesto LLC (“**Licensee**”).

1. Deduction of Previously Advanced Costs

Notwithstanding anything to the contrary in the License, Licensor acknowledges and agrees that Licensee may deduct all previously incurred and advanced legal fees and arbitration costs totaling One Hundred Eighteen Thousand Eight Hundred Fifty One Dollars and sixty cents (US \$118,851.60) (the “**Subject Amount**”) incurred in connection with obtaining the arbitration ruling authorizing the license granted under the License. Accordingly, Licensee shall be entitled to deduct the Subject Amount from the License Fee (i.e., \$200,000 - \$118,851.60 = \$81,148.40), and shall remit the net License Fee to AGLLC, on behalf of all Licensors, such payment constituting full satisfaction of Licensee’s payment obligations to all Licensors, following execution of the License. In addition, promptly following execution by all Licensors of the License and this Addendum, Licensee shall pay Seventy Four Thousand Three Hundred Fifty One Dollars (\$74,351.00) to Pessah Law Group, PC (“**Attorney**”) (which amount constitutes part of, and not in addition to, the Subject Amount).

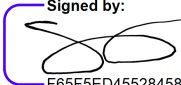
2. Additional Costs / Reimbursement Mechanism

If the Estate of Aretha Franklin does not agree to reimburse Licensor for the Subject Amount by December 8, 2025, Licensee shall pay up to Fifty Thousand Dollars (US \$50,000) (“**Additional Costs**”) directly to Pessah Law Group, PC Client Trust Account, solely to fund Licensor’s further legal fees and arbitration expenses relating to recovery of the Subject Amount. To the extent Licensor recovers the Subject Amount from the Estate, Attorney shall reimburse the Additional Costs to Licensee from such recovery, after deduction of the Subject Amount. In such connection, Licensor shall cause all legal fee reimbursements obtained in connection with the arbitration ruling that authorizes the license granted under the License to be paid to the Attorney’s escrow account, and Attorney agrees to promptly reimburse that portion of the Additional Costs paid by Licensee to Attorney in excess of the Subject Amount within five (5) business days following Attorney’s receipt in respect thereof.

3. Effect of Addendum

This Addendum forms part of the License and supersedes any conflicting term. Except as expressly modified herein, all terms of the License remain unchanged and in full force and effect.

Novomesto LLC

Signed by:

 By: F65F5ED45528458...
 An Authorized Signatory

Al’s Records & Tapes

Alan Elliott
 By: Alan Elliott (Nov 24, 2025 20:20:10 PST)
 An Authorized Signatory

Amazing Grace Movie, LLC

Alan Elliott
 By: Alan Elliott (Nov 24, 2025 20:20:10 PST)
 An Authorized Signatory

ACCEPTED AND AGREED
 SOLELY WITH RESPECT TO
 PARAGRAPH 2 OF THE ADDENDUM:

Pessah Law Group, PC

Alan Elliott
Alan Elliott (Nov 24, 2025 20:20:10 PST)
 Alan Elliott, an individual

By: Joah Robinson
 An Authorized Signatory