

EXHIBITS

TO

CHAIN OF TITLE OPINION LETTER

PRODUCTION: *AMAZING GRACE*

PRODUCER: AMAZING GRACE MOVIE, LLC

EXHIBIT A

WARNER BROS. INC.

LOCATION PERMIT

Dated January 13, 1972

NEW TEMPLE MISSIONARY BAPTIST CHURCH 8734 South Broadway, Los Angeles, California
(Name) (Business Address) (~~PHONE~~)

hereby grants to WARNER BROS. INC. (herein called "Company"), and its employees, agents, independent producers, contractors and suppliers, permission to enter upon and use the property located at _____

same as above

for the purpose of photographing and recording certain scenes for a motion picture commencing on or about January 13, 1972 (subject to change on account of weather conditions or changes in production schedule) and continuing until completion of all scenes and work required.

Company may place all necessary facilities and equipment, including temporary sets, on the property, and agrees to remove the same after completion of work and leave the property in as good condition as when received, reasonable wear and tear from uses permitted herein excepted. Signs on the property may, but need not, be removed or changed, but, if removed or changed, must be replaced.

Company agrees to use reasonable care to prevent damage to said property, and will indemnify the owner, and all other parties lawfully in possession of said property, and hold each of them harmless from any claims and demands of any person or persons arising out of, or based upon, personal injuries, death or property damage suffered by such person or persons resulting directly from any act of negligence on Company's part in connection with the work hereunder.

All rights of every kind in and to all photographs and sound recordings made hereunder shall be and remain vested in Company, and its successors, assigns and licensees, and neither the owner nor any tenant, or other party now or hereafter having an interest in said property, shall have any right of action against Company or any other party arising out of any use of said photographs and/or sound recordings, whether or not such use is, or may be claimed to be, defamatory, untrue or censorable in nature.

This is the entire agreement. No other authorization is necessary to enable Company to use the property for the purposes herein contemplated.

ACCEPTED:

WARNER BROS. INC.

By _____

Location Manager

NEW TEMPLE MISSIONARY BAPTIST CHURCH

By _____

Its

EXHIBIT B

Place 8734 So. BROADWAY

Date 1-13-72

Warner Bros. Inc.
Burbank, California

Gentlemen:

This will confirm my consent to your making motion picture and still photographs of me and/or sound recordings of my voice in connection with the production by you of a motion picture, and that you may distribute and exhibit all or any part thereof, by any media, throughout the world, without restriction.

This consent is given to you in order to induce you to make such photographs and/or sound recordings and in consideration therefor.

Yours very truly,

Witness:

Joseph Capshaw

Mrs. Theresa Woods

Name

610 W. 56 St L.A. Calif

Address

Place 8734 SO. BROADWAY
Date 1-13-72

Warner Bros. Inc.
Burbank, California

Gentlemen:

This will confirm my consent to your making motion picture and still photographs of me and/or sound recordings of my voice in connection with the production by you of a motion picture, and that you may distribute and exhibit all or any part thereof, by any media, throughout the world, without restriction.

This consent is given to you in order to induce you to make such photographs and/or sound recordings and in consideration therefor.

Yours very truly,

Witness
Joseph Capshaw

Mrs. Joyce Williams
Name
624 W. 103rd St LA 92044
Address

Place 8734 SO. BROADWAY

Date 1-13-72

Warner Bros. Inc.
Burbank, California

Gentlemen:

This will confirm my consent to your making motion picture and still photographs of me and/or sound recordings of my voice in connection with the production by you of a motion picture, and that you may distribute and exhibit all or any part thereof, by any media, throughout the world, without restriction.

This consent is given to you in order to induce you to make such photographs and/or sound recordings and in consideration therefor.

Yours very truly,

Edith J. Edwards
Name

Witness:

Joseph Caplan

737 W 41 PL #70
Address

L. A. Calif

Place 8734 SO. BROADWAY
Date 1-13-72

Warner Bros. Inc.
Burbank, California

Gentlemen:

This will confirm my consent to your making motion picture and still photographs of me and/or sound recordings of my voice in connection with the production by you of a motion picture, and that you may distribute and exhibit all or any part thereof, by any media, throughout the world, without restriction.

This consent is given to you in order to induce you to make such photographs and/or sound recordings and in consideration therefor.

Yours very truly,

Lesa L. Jackson
Name

2263 West Adams Blvd.
Address

Witness:

Joseph Capshaw

Place 8734 56. BROADWAY
Date 1-13-72

Warner Bros. Inc.
Burbank, California

Gentlemen:

This will confirm my consent to your making motion picture and still photographs of me and/or sound recordings of my voice in connection with the production by you of a motion picture, and that you may distribute and exhibit all or any part thereof, by any media, throughout the world, without restriction.

This consent is given to you in order to induce you to make such photographs and/or sound recordings and in consideration therefor.

Yours very truly,

Jacque McLaughlin
Name
1922 W. 137 St.
Address

Witness:
Joseph Caplan

Place 8734 SO. BROADWAY
Date 1-13-72

Warner Bros. Inc.
Burbank, California

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This consent is given to you in order to induce you to make such photographs and/or sound recordings and in consideration therefor.

Yours very truly,

Cynthia Nicholas
Name
4729 TACANA #2
Address
L.A. CAL-8

Witness:

Joseph Apples

Place 8734 SO. BROADWAY
Date 1-13-72

Warner Bros. Inc.
Burbank, California

Gentlemen:

This will confirm my consent to your making motion picture and still photographs of me and/or sound recordings of my voice in connection with the production by you of a motion picture, and that you may distribute and exhibit all or any part thereof, by any media, throughout the world, without restriction.

This consent is given to you in order to induce you to make such photographs and/or sound recordings and in consideration therefor.

Yours very truly,

Beatrice L. Crowder

Name

5304 Mangum Way

Address

San Diego

Witness:

Joseph Capshaw

Place 8734 SO BROADWAY
Date 1-13-72

Warner Bros. Inc.
Burbank, California

Gentlemen:

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This consent is given to you in order to induce you to make such photographs and/or sound recordings and in consideration therefor.

Yours very truly,

Witness:
Joseph Capshaw

JEANETTE BENFORD
Name 383 LAUSANNE DR
SAN. DIEGO
Address

Place 2734 SO. BROADWAY
Date 1-13-72

Warner Bros. Inc.
Burbank, California

Gentlemen:

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This consent is given to you in order to induce you to make such photographs and/or sound recordings and in consideration therefor.

Yours very truly,

Peggy Daggett
Name
2933 4th AVE
Address
LA. 90018

Witness:

Joseph Capshaw

Place 8734 SO. BROADWAY
Date 6-13-72

Warner Bros. Inc.
Burbank, California

Gentlemen:

This will confirm my consent to your making motion picture and still photographs of me and/or sound recordings of my voice in connection with the production by you of a motion picture, and that you may distribute and exhibit all or any part thereof, by any media, throughout the world, without restriction.

This consent is given to you in order to induce you to make such photographs and/or sound recordings and in consideration therefor.

Yours very truly,

ANTHONY B. KING
Name

5356 STEEL ST.
Address
S. D. CALIF.

Witness:

Joseph Capshaw

Place 8734 S.G. BROADWAY
Date 1-13-72

Warner Bros. Inc.
Burbank, California

Gentlemen:

This will confirm my consent to your making motion picture and still photographs of me and/or sound recordings of my voice in connection with the production by you of a motion picture, and that you may distribute and exhibit all or any part thereof, by any media, throughout the world, without restriction.

This consent is given to you in order to induce you to make such photographs and/or sound recordings and in consideration therefor.

Yours very truly,

Donnie H. Briscoe
Name

1434 S. ORANGE DR. #8
Address
L. A. 90019

Witness:

Joseph G. Shaw

Place 8734 SO. BROADWAY
Date 1-14-72

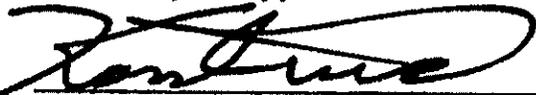
Warner Bros. Inc.
Burbank, California

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This consent is given to you in order to induce you to make such photographs and/or sound recordings and in consideration therefor.

Yours very truly,



Name

234 B Grand

Address

L.B.

Witness:



Place 8734 SO. BROADWAY
Date 1-14-72

Warner Bros. Inc.
Burbank, California

Gentlemen:

This will confirm my consent to your making motion picture and still photographs of me and/or sound recordings of my voice in connection with the production by you of a motion picture, and that you may distribute and exhibit all or any part thereof, by any media, throughout the world, without restriction.

This consent is given to you in order to induce you to make such photographs and/or sound recordings and in consideration therefor.

Yours very truly,

Joseph Safer
Name

1223 GREENACRE AVE.
Address

Los Angeles, CALIF. 90046

Witness

Joseph Capshaw

Place 8734 SO. BROADWAY
Date 1-14-72

Warner Bros. Inc.
Burbank, California

Gentlemen:

This will confirm my consent to your making motion picture and still photographs of me and/or sound recordings of my voice in connection with the production by you of a motion picture, and that you may distribute and exhibit all or any part thereof, by any media, throughout the world, without restriction.

This consent is given to you in order to induce you to make such photographs and/or sound recordings and in consideration therefor.

Yours very truly,

Frank E. Thomas
Name

Address

Witness:

Joseph Capshaw

Place 8734 SO. BROADWAY

Date 1-14-72

Warner Bros. Inc.
Burbank, California

Gentlemen:

This will confirm my consent to your making motion picture and still photographs of me and/or sound recordings of my voice in connection with the production by you of a motion picture, and that you may distribute and exhibit all or any part thereof, by any media, throughout the world, without restriction.

This consent is given to you in order to induce you to make such photographs and/or sound recordings and in consideration therefor.

Yours very truly,

Stephanie A. Stephens
Name

1841 So. Burnside - L.A.
Address

Witness:

Joseph Capshaw

Place 8734 SO. BROADWAY
Date 1-14-72

Warner Bros. Inc.
Burbank, California

Gentlemen:

This will confirm my consent to your making motion picture and still photographs of me and/or sound recordings of my voice in connection with the production by you of a motion picture, and that you may distribute and exhibit all or any part thereof, by any media, throughout the world, without restriction.

This consent is given to you in order to induce you to make such photographs and/or sound recordings and in consideration therefor.

Yours very truly,

Yvonne Brown
Name

213 E. Sycamore
Address

El Segundo, Calif.

Witness:

Joseph Caplan

WARNER BROS. INC.

LOCATION PERMIT

Dated January 13, 1972

NEW TEMPLE MISSIONARY BAPTIST CHURCH 8734 South Broadway, Los Angeles, California
(Name) (Business Address) (Address)

hereby grants to WARNER BROS. INC. (herein called "Company"), and its employees, agents, independent producers, contractors and suppliers, permission to enter upon and use the property located at _____

same as above

for the purpose of photographing and recording certain scenes for a motion picture commencing on or about January 13, 1972 (subject to change on account of weather conditions or changes in production schedule) and continuing until completion of all scenes and work required.

Company may place all necessary facilities and equipment, including temporary sets, on the property, and agrees to remove the same after completion of work and leave the property in as good condition as when received, reasonable wear and tear from uses permitted herein excepted. Signs on the property may, but need not, be removed or changed, but, if removed or changed, must be replaced.

Company agrees to use reasonable care to prevent damage to said property, and will indemnify the owner, and all other parties lawfully in possession of said property, and hold each of them harmless from any claims and demands of any person or persons arising out of, or based upon, personal injuries, death or property damage suffered by such person or persons resulting directly from any act of negligence on Company's part in connection with the work hereunder.

All rights of every kind in and to all photographs and sound recordings made hereunder shall be and remain vested in Company, and its successors, assigns and licensees, and neither the owner nor any tenant, or other party now or hereafter having an interest in said property, shall have any right of action against Company or any other party arising out of any use of said photographs and/or sound recordings, whether or not such use is, or may be claimed to be, defamatory, untrue or censorable in nature.

This is the entire agreement. No other authorization is necessary to enable Company to use the property for the purposes herein contemplated.

ACCEPTED:

WARNER BROS. INC.

By _____

Location Manager

NEW TEMPLE MISSIONARY BAPTIST CHURCH

By _____

Its

WARNER BROS. INC.

LOCATION PERMIT

Dated January 13, 1972

NEW TEMPLE MISSIONARY BAPTIST CHURCH 8734 South Broadway, Los Angeles, California
(Name) (Business Address) (~~PHONE~~)

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ACCEPTED:

WARNER BROS. INC.

By _____

Location Manager

NEW TEMPLE MISSIONARY BAPTIST CHURCH

By R.W.C. L. Biden

Its

WARNER BROS. INC.

LOCATION PERMIT

Dated January 13, 1972

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(Name) (Business Address) (~~PHONE~~)

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ACCEPTED:

WARNER BROS. INC.

By _____

Location Manager

NEW TEMPLE MISSIONARY BAPTIST CHURCH

By _____

Its

WARNER BROS. INC.

LOCATION PERMIT

Dated January 13, 1972

NEW TEMPLE MISSIONARY BAPTIST CHURCH 8734 South Broadway, Los Angeles, California
(Name) (Business Address) (~~Phone~~)

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This is the entire agreement. No other authorization is necessary to enable Company to use the property for the purposes herein contemplated.

ACCEPTED:

WARNER BROS. INC.

By _____

[Signature]
Location Manager

NEW TEMPLE MISSIONARY BAPTIST CHURCH

By *[Signature]*
Its

WARNER BROS. INC.

4000 WARNER BLVD. • BURBANK, CALIFORNIA 91505 • (213) 843-6000

CABLE ADDRESS: WARBROS

Dated 1/13/72

Mr. James Cleveland

Dear Sir:

This will confirm our agreement as follows:

1. We understand you are entering into an agreement with Atlantic Records concerning a recording session featuring Aretha Franklin, which will be conducted at the New Temple Missionary Baptist Church located at 8734 South Broadway, Los Angeles, California. In this connection, you hereby grant to us all motion picture rights of every kind and character whatsoever in and to all performances and other activities at said recording session. It is understood that this session will take place on two separate days, i.e., January 13 and January 14, 1972.
2. We agree that in the event we shall actually produce and release, in any media, a motion picture comprised substantially in whole of scenes photographed and recorded hereunder, we will, within 5 days after such release, pay you the sum of ~~\$1500.00~~ \$1500.00, and, in addition thereto, we will pay to each of the members of the Church Choir who participate in the recording sessions and whose voices are on the sound track of such motion picture, an amount equal to Screen Actors Guild minimum union scale for singers for the two days involved. You agree to obtain and deliver to us signed clearances from each of such Choir members before we shall be obligated to make such payments. You also agree to deliver to us, concurrently with the execution of this agreement, a location permit in our usual form executed by said New Temple Missionary Baptist Church, copies of which are provided to you herewith.
3. Without limiting paragraph 1 hereof, to the extent that material recorded hereunder consists of original musical material owned or controlled by you, you hereby grant to us unlimited, but not exclusive, synchronization and performing rights in and to such material.
4. You represent and warrant that you have full power and authority to enter into this agreement, and to permit us to make motion picture and sound recordings of said recording session.

Very truly yours,

WARNER BROS. INC.

By [Signature]
Its

AGREED TO:

[Signature]
JAMES CLEVELAND

WARNER BROS. INC.

4000 WARNER BLVD. • BURBANK, CALIFORNIA 91505 • (213) 843-6000

CABLE ADDRESS: WARBROS

Dated 1/3/72

Mr. James Cleveland

Dear Sir:

This will confirm our agreement as follows:

1. We understand you are entering into an agreement with Atlantic Records concerning a recording session featuring Aretha Franklin, which will be conducted at the New Temple Missionary Baptist Church located at 8734 South Broadway, Los Angeles, California. In this connection, you hereby grant to us all motion picture rights of every kind and character whatsoever in and to all performances and other activities at said recording session. It is understood that this session will take place on two separate days, i.e., January 13 and January 14, 1972.

2. We agree that in the event we shall actually produce and release, in any media, a motion picture comprised substantially in whole of scenes photographed and recorded hereunder, we will, within 5 days after such release, pay you the sum of ~~12500.00~~ ^{12500.00} and, in addition thereto, we will pay to each of the members of the Church Choir who participate in the recording sessions and whose voices are on the sound track of such motion picture, an amount equal to Screen Actors Guild minimum union scale for singers for the two days involved. You agree to obtain and deliver to us signed clearances from each of such Choir members before we shall be obligated to make such payments. You also agree to deliver to us, concurrently with the execution of this agreement, a location permit in our usual form executed by said New Temple Missionary Baptist Church, copies of which are provided to you herewith.

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4. You represent and warrant that you have full power and authority to enter into this agreement, and to permit us to make motion picture and sound recordings of said recording session.

Very truly yours,

WARNER BROS. INC.

By [Signature]

Its [Signature]

AGREED TO:

[Signature]
JAMES CLEVELAND

WARNER BROS. INC.

4000 WARNER BLVD. • BURBANK, CALIFORNIA 91505 • (213) 843-6000

CABLE ADDRESS: WARBROS

Dated 1/13/72

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2. We agree that in the event we shall actually produce and release, in any media, a motion picture comprised substantially in whole of scenes photographed and recorded hereunder, we will, within 5 days after such release, pay you the sum of ~~\$1500~~ ^{\$1500.00} and, in addition thereto, we will pay to each of the members of the Church Choir who participate in the recording sessions and whose voices are on the sound track of such motion picture, an amount equal to Screen Actors Guild minimum union scale for singers for the two days involved. You agree to obtain and deliver to us signed clearances from each of such Choir members before we shall be obligated to make such payments. You also agree to deliver to us, concurrently with the execution of this agreement, a location permit in our usual form executed by said New Temple Missionary Baptist Church, copies of which are provided to you herewith.

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Very truly yours,

WARNER BROS. INC.

By [Signature]
Its [Signature]

AGREED TO:

[Signature]
JAMES CLEVELAND

WARNER BROS. INC.

4000 WARNER BLVD. • BURBANK, CALIFORNIA 91505 • (213) 843-6000

CABLE ADDRESS: WARBROS

Dated 1/13/72

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2. We agree that in the event we shall actually produce and release, in any media, a motion picture comprised substantially in whole of scenes photographed and recorded hereunder, we will, within 5 days after such release, pay you the sum of \$1500⁰⁰, and, in addition thereto, we will pay to each of the members of the Church Choir who participate in the recording sessions and whose voices are on the sound track of such motion picture, an amount equal to Screen Actors Guild minimum union scale for singers for the two days involved. You agree to obtain and deliver to us signed clearances from each of such Choir members before we shall be obligated to make such payments. You also agree to deliver to us, concurrently with the execution of this agreement, a location permit in our usual form executed by said New Temple Missionary Baptist Church, copies of which are provided to you herewith.
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Very truly yours,

WARNER BROS. INC.

By [Signature]

Its

AGREED TO:

[Signature]
JAMES CLEVELAND

WARNER BROS. INC.

4000 WARNER BLVD. • BURBANK, CALIFORNIA 91505 • (213) 843-6000

CABLE ADDRESS: WARBROS

Dated

1/18/72

Mr. James Cleveland

Dear Sir:

This will confirm our agreement as follows:

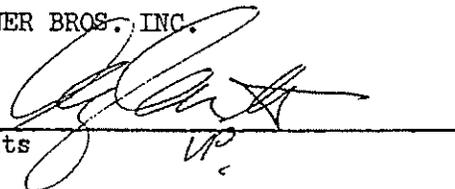
1. We understand you are entering into an agreement with Atlantic Records concerning a recording session featuring Aretha Franklin, which will be conducted at the New Temple Missionary Baptist Church located at 8734 South Broadway, Los Angeles, California. In this connection, you hereby grant to us all motion picture rights of every kind and character whatsoever in and to all performances and other activities at said recording session. It is understood that this session will take place on two separate days, i.e., January 13 and January 14, 1972.
2. We agree that in the event we shall actually produce and release, in any media, a motion picture comprised substantially in whole of scenes photographed and recorded hereunder, we will, within 5 days after such release, pay you the sum of \$1,500.00, and, in addition thereto, we will pay to each of the members of the Church Choir who participate in the recording sessions and whose voices are on the sound track of such motion picture, an amount equal to Screen Actors Guild minimum union scale for singers for the two days involved. You agree to obtain and deliver to us signed clearances from each of such Choir members before we shall be obligated to make such payments. You also agree to deliver to us, concurrently with the execution of this agreement, a location permit in our usual form executed by said New Temple Missionary Baptist Church, copies of which are provided to you herewith.
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4. You represent and warrant that you have full power and authority to enter into this agreement, and to permit us to make motion picture and sound recordings of said recording session.

Very truly yours,

WARNER BROS. INC.

By

Its



AGREED TO:


JAMES CLEVELAND

PHOTOGRAPHER

Place _____

Date January 14, 1972

Warner Bros. Inc.
Burbank, California

Gentlemen:

This will confirm my consent to your making motion picture and still photographs of me and/or sound recordings of my voice in connection with the production by you of a motion picture, and that you may distribute and exhibit all or any part thereof, by any media, throughout the world, without restriction.

This consent is given to you in order to induce you to make such photographs and/or sound recordings and in consideration therefor.

Yours very truly,

Martin Stutz
Name

4234 DEGAN APTS
Address

Witness:

Gunette Thomas

11

Place New Temple Bmpt. Church
8730 So. Broadway

Date January 13, 1972

Warner Bros. Inc.
Burbank, California

Gentlemen:

This will confirm my consent to your making motion picture and still photographs of me and/or sound recordings of my voice in connection with the production by you of a motion picture, and that you may distribute and exhibit all or any part thereof, by any media, throughout the world, without restriction.

This consent is given to you in order to induce you to make such photographs and/or sound recordings and in consideration therefor.

In the event you shall actually release a motion picture containing recordings of my singing voice (whether as a member of a choir or otherwise), you agree to pay me an amount equal to Screen Actors Guild minimum union scale for singers for the two days, January 13 and January 14, 1972.

Yours very truly,

Annelle May Thomas
Name

4115 Garthwaite Ave
Address
Los Angeles, Calif 90008

Witness:

Thurston G. Franzen

(2)

Place _____

Date 1-13-72

Warner Bros. Inc.
Burbank, California

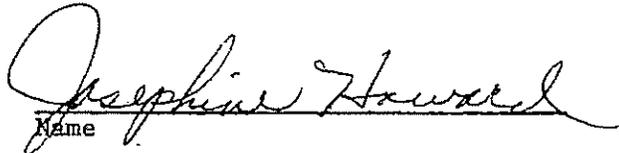
Gentlemen:

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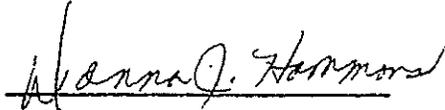
In the event you shall actually release a motion picture containing recordings of my singing voice (whether as a member of a choir or otherwise), you agree to pay me an amount equal to Screen Actors Guild minimum union scale for singers for the two days, January 13 and January 14, 1972.

Yours very truly,


Name

1206 Colverdale Ave
Address

Witness:



Place _____

Date 1-13-72

Warner Bros. Inc.
Burbank, California

Gentlemen:

This will confirm my consent to your making motion picture and still photographs of me and/or sound recordings of my voice in connection with the production by you of a motion picture, and that you may distribute and exhibit all or any part thereof, by any media, throughout the world, without restriction.

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Yours very truly,

Donna J. Hammond
Name

1206 Claverdale Ave.
Address

Witness:

Joseph J. Howard

④

Place _____

Date 1-13-72

Warner Bros. Inc.
Burbank, California

Gentlemen:

This will confirm my consent to your making motion picture and still photographs of me and/or sound recordings of my voice in connection with the production by you of a motion picture, and that you may distribute and exhibit all or any part thereof, by any media, throughout the world, without restriction.

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Yours very truly,

Betty Hallins
Name

1560 S. Curson Ave.
Address

Witness:

Gweneth Thomas

Place _____

Date 1-13-72

Warner Bros. Inc.
Burbank, California

Gentlemen:

This will confirm my consent to your making motion picture and still photographs of me and/or sound recordings of my voice in connection with the production by you of a motion picture, and that you may distribute and exhibit all or any part thereof, by any media, throughout the world, without restriction.

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Yours very truly,

Esther Ruth Nelson
Name

1870 W 35th Pl
Address

Los Angeles, 90018

Witness:

Guillermo Thomas

6

Place _____

Date 1-13-72

Warner Bros. Inc.
Burbank, California

Gentlemen:

This will confirm my consent to your making motion picture and still photographs of me and/or sound recordings of my voice in connection with the production by you of a motion picture, and that you may distribute and exhibit all or any part thereof, by any media, throughout the world, without restriction.

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Yours very truly,

Lushi Park
Name

875 EAST 52nd Street
Address

Witness:

Garnette Thomas

Place _____

Date 1-13-72

Warner Bros. Inc.
Burbank, California

Gentlemen:

This will confirm my consent to your making motion picture and still photographs of me and/or sound recordings of my voice in connection with the production by you of a motion picture, and that you may distribute and exhibit all or any part thereof, by any media, throughout the world, without restriction.

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Yours very truly,

Diane M. Catbiff
Name

3814 S. Western Ave.
Address

Witness:

Ginette Thomas

Place _____

Date January 13, 1972

Warner Bros. Inc.
Burbank, California

Gentlemen:

This will confirm my consent to your making motion picture and still photographs of me and/or sound recordings of my voice in connection with the production by you of a motion picture, and that you may distribute and exhibit all or any part thereof, by any media, throughout the world, without restriction.

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In the event you shall actually release a motion picture containing recordings of my singing voice (whether as a member of a choir or otherwise), you agree to pay me an amount equal to Screen Actors Guild minimum union scale for singers for the two days, January 13 and January 14, 1972.

Yours very truly,

Mr. Andrew Kausser
Name

2076 S. Howard Blvd #4
Address

Witness:

Genevieve Thomas

Place _____

Date 1-13-72

Warner Bros. Inc.
Burbank, California

Gentlemen:

This will confirm my consent to your making motion picture and still photographs of me and/or sound recordings of my voice in connection with the production by you of a motion picture, and that you may distribute and exhibit all or any part thereof, by any media, throughout the world, without restriction.

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In the event you shall actually release a motion picture containing recordings of my singing voice (whether as a member of a choir or otherwise), you agree to pay me an amount equal to Screen Actors Guild minimum union scale for singers for the two days, January 13 and January 14, 1972.

Yours very truly,

Sydney Drake
Name

1250 W. 45th St. L.A.
Address

Witness:

Ginette Thomas

Place _____

Date 1-13-72

Warner Bros. Inc.
Burbank, California

Gentlemen:

This will confirm my consent to your making motion picture and still photographs of me and/or sound recordings of my voice in connection with the production by you of a motion picture, and that you may distribute and exhibit all or any part thereof, by any media, throughout the world, without restriction.

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Yours very truly,

James L. Castle
Name

170 3/2 S. Arlington Ave.
Address

Witness:

Genette Thomas

111

Place _____

Date January 13, 1972

Warner Bros. Inc.
Burbank, California

Gentlemen:

This will confirm my consent to your making motion picture and still photographs of me and/or sound recordings of my voice in connection with the production by you of a motion picture, and that you may distribute and exhibit all or any part thereof, by any media, throughout the world, without restriction.

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Yours very truly,

Jehanne Pearl Knox
Name

2677 Raymond Ave.
Address

Witness:

Ginette Thomas

(12)

Place _____

Date 1-13-72

Warner Bros. Inc.
Burbank, California

Gentlemen:

This will confirm my consent to your making motion picture and still photographs of me and/or sound recordings of my voice in connection with the production by you of a motion picture, and that you may distribute and exhibit all or any part thereof, by any media, throughout the world, without restriction.

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Yours very truly,

Stanley B. Miller.
Name

2205 So. Cimarron Blvd. L.A.
Address

Witness:

Genevieve Thomas

(13)

Place _____

Date January 13, 1972

Warner Bros. Inc.
Burbank, California

Gentlemen:

This will confirm my consent to your making motion picture and still photographs of me and/or sound recordings of my voice in connection with the production by you of a motion picture, and that you may distribute and exhibit all or any part thereof, by any media, throughout the world, without restriction.

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Yours very truly,

Charles May
Name

4322 8th Avenue
Address

Los Angeles, Calif. 90008

Witness:

Genevieve Thomas

Place _____

Date Jan 13 1972

Warner Bros. Inc.
Burbank, California

Gentlemen:

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Yours very truly,

Gilbert Starkey
Name

8440 Sunset Blvd. #616
Address

Hollywood, Calif. 90069

Witness:

Gynette Thomas

Place _____

Date January 13, 1972

Warner Bros. Inc.
Burbank, California

Gentlemen:

This will confirm my consent to your making motion picture and still photographs of me and/or sound recordings of my voice in connection with the production by you of a motion picture, and that you may distribute and exhibit all or any part thereof, by any media, throughout the world, without restriction.

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Yours very truly,

Alonzo Atkins
Name

2205 Crenshaw
Address

Witness:

Gwynette Thomas

Place _____

Date 1/13/71

Warner Bros. Inc.
Burbank, California

Gentlemen:

This will confirm my consent to your making motion picture and still photographs of me and/or sound recordings of my voice in connection with the production by you of a motion picture, and that you may distribute and exhibit all or any part thereof, by any media, throughout the world, without restriction.

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Yours very truly,

Sherman James
Name

4218 Degnan L.A. 90008
Address

Witness:

Guanette Thomas

Place _____

Date 1/13/72

Warner Bros. Inc.
Burbank, California

Gentlemen:

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Yours very truly,

Billy Washington
Name

2315 Hausen Blvd
Address
L.A. Calif 90016

Witness:
Ginette Thomas

Place _____

Date Jan. 13, 1972

Warner Bros. Inc.
Burbank, California

Gentlemen:

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Yours very truly,

Eugene Bryant
Name

3774 Ruthven
Address L.A. Ca 90018

Witness:

Janelle Thomas

Place _____

Date 1-13-72

Warner Bros. Inc.
Burbank, California

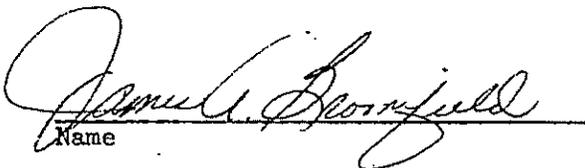
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Yours very truly,


Name

2942 1/2 S. Bronson, L.A. Calif.
Address
90018

Witness:


Gwennie Thomas

(u)

Place _____

Date 1-13-72

Warner Bros. Inc.
Burbank, California

Gentlemen:

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Yours very truly,

McWayne Harden
Name

5850 Bowercroft Ave.
Address
L.A. 90016

Witness:

Gwynette Thomas

Place _____
Date Jan. 13, 1972

Warner Bros. Inc.
Burbank, California

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Yours very truly,

Margerie Zupper
Name

3814 S. Western Ave.
Address

L.A., Calif. 90062

Witness:

Gnette Thomas

22

Place _____

Date January 13, 1972

Warner Bros. Inc.
Burbank, California

Gentlemen:

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Yours very truly,

Lucy Ayers
Name

15548 So. Lorella Ave.
Address

Witness:

Genette Thomas

(23)

Place _____

Date JANUARY 13, 1972

Warner Bros. Inc.
Burbank, California

Gentlemen:

This will confirm my consent to your making motion picture and still photographs of me and/or sound recordings of my voice in connection with the production by you of a motion picture, and that you may distribute and exhibit all or any part thereof, by any media, throughout the world, without restriction.

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Yours very truly,

Christine Adams
Name CHRISTINE ADAMS

1035 So CLOVERDALE AVENUE
Address

Witness:

Gnette Thomas

41

Place _____

Date Jan 13 1972

Warner Bros. Inc.
Burbank, California

Gentlemen:

This will confirm my consent to your making motion picture and still photographs of me and/or sound recordings of my voice in connection with the production by you of a motion picture, and that you may distribute and exhibit all or any part thereof, by any media, throughout the world, without restriction.

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Yours very truly,

Mrs Barbara Ann Wilson
Name

4817 Tacana #9 D.A. 90008
Address

Witness:

Genevieve Thomas

Place _____

Date 1/13/72

Warner Bros. Inc.
Burbank, California

Gentlemen:

This will confirm my consent to your making motion picture and still photographs of me and/or sound recordings of my voice in connection with the production by you of a motion picture, and that you may distribute and exhibit all or any part thereof, by any media, throughout the world, without restriction.

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Yours very truly,

Linda J. Payton
Name

4014 West Blvd. #B
Address L.A. Ca. 90008

Witness:

Ganette Thomas

Place

Newark

Date

1-13-72

Warner Bros. Inc.
Burbank, California

Gentlemen:

This will confirm my consent to your making motion picture and still photographs of me and/or sound recordings of my voice in connection with the production by you of a motion picture, and that you may distribute and exhibit all or any part thereof, by any media, throughout the world, without restriction.

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Yours very truly,

Name

May Ann Hall

Address

8311 So Howard

Witness:

Genette Thomas

Place _____

Date 1-13-72

Warner Bros. Inc.
Burbank, California

Gentlemen:

This will confirm my consent to your making motion picture and still photographs of me and/or sound recordings of my voice in connection with the production by you of a motion picture, and that you may distribute and exhibit all or any part thereof, by any media, throughout the world, without restriction.

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Yours very truly,

Dolores Jones
Name

221 E 53 St
Address

Witness:

Genevieve Thomas

Place _____

Date Jan 13

Warner Bros. Inc.
Burbank, California

Gentlemen:

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Yours very truly,

Linda Jean Overland
Name

1963 17th Street #4 Santa Monica
Address

Calif.
90404

Witness:

Guette Thomas

Place _____

Date 1-14-72

Warner Bros. Inc.
Burbank, California

Gentlemen:

This will confirm my consent to your making motion picture and still photographs of me and/or sound recordings of my voice in connection with the production by you of a motion picture, and that you may distribute and exhibit all or any part thereof, by any media, throughout the world, without restriction.

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Yours very truly,

Dwight D. Reed
Name

2285 S. Crenshaw
Address

Witness:

Janette Thomas

(20)

Place _____

Date 1-13-72

Warner Bros. Inc.
Burbank, California

Gentlemen:

This will confirm my consent to your making motion picture and still photographs of me and/or sound recordings of my voice in connection with the production by you of a motion picture, and that you may distribute and exhibit all or any part thereof, by any media, throughout the world, without restriction.

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Yours very truly,

Carolyn F. Hurley
Name

3701 Northland Dr.
Address
90008

Witness:
Genevieve Thomas

(91)

Place _____

Date Jan 13, 1972

Warner Bros. Inc.
Burbank, California

Gentlemen:

This will confirm my consent to your making motion picture and still photographs of me and/or sound recordings of my voice in connection with the production by you of a motion picture, and that you may distribute and exhibit all or any part thereof, by any media, throughout the world, without restriction.

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Yours very truly,

Frankie Carl

Name

3933 P Budlong Ave

Address

Witness:

Garnette Thomas

(92)

Place _____

Date 1-13-72

Warner Bros. Inc.
Burbank, California

Gentlemen:

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Yours very truly,

ARCHIE DENNIS, JR
Name

2701 NORTHLAND DR.
Address
L.A. 90008

Witness:

Gunette Thomas

(39)

Place _____

Date 1-13-72

Warner Bros. Inc.
Burbank, California

Gentlemen:

This will confirm my consent to your making motion picture and still photographs of me and/or sound recordings of my voice in connection with the production by you of a motion picture, and that you may distribute and exhibit all or any part thereof, by any media, throughout the world, without restriction.

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Yours very truly,

Peggy Bush
Name

3701 Northland A.
Address

Witness:

Guanette Thomas

(23)

Place _____

Date JANUARY 13, 1972

Warner Bros. Inc.
Burbank, California

Gentlemen:

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Yours very truly,

Christine Adams
Name CHRISTINE ADAMS

1035 So CLOVERDALE AVENUE
Address

Witness:

Genette Thomas

Place _____

Date January 13, 1972

Warner Bros. Inc.
Burbank, California

Gentlemen:

This will confirm my consent to your making motion picture and still photographs of me and/or sound recordings of my voice in connection with the production by you of a motion picture, and that you may distribute and exhibit all or any part thereof, by any media, throughout the world, without restriction.

This consent is given to you in order to induce you to make such photographs and/or sound recordings and in consideration therefor.

In the event you shall actually release a motion picture containing recordings of my singing voice (whether as a member of a choir or otherwise), you agree to pay me an amount equal to Screen Actors Guild minimum union scale for singers for the two days, January 13 and January 14, 1972.

Yours very truly,

Alanzo Atkins
Name

2205 Crenshaw
Address

Witness:

Guenette Thomas

(22)

Place _____

Date January 13, 1972

Warner Bros. Inc.
Burbank, California

Gentlemen:

This will confirm my consent to your making motion picture and still photographs of me and/or sound recordings of my voice in connection with the production by you of a motion picture, and that you may distribute and exhibit all or any part thereof, by any media, throughout the world, without restriction.

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In the event you shall actually release a motion picture containing recordings of my singing voice (whether as a member of a choir or otherwise), you agree to pay me an amount equal to Screen Actors Guild minimum union scale for singers for the two days, January 13 and January 14, 1972.

Yours very truly,

Lucy Arjers
Name

15548 So. Lorella Ave.
Address

Witness:

Genette Thomas

Place _____

Date 1-13-72

Warner Bros. Inc.
Burbank, California

Gentlemen:

This will confirm my consent to your making motion picture and still photographs of me and/or sound recordings of my voice in connection with the production by you of a motion picture, and that you may distribute and exhibit all or any part thereof, by any media, throughout the world, without restriction.

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In the event you shall actually release a motion picture containing recordings of my singing voice (whether as a member of a choir or otherwise), you agree to pay me an amount equal to Screen Actors Guild minimum union scale for singers for the two days, January 13 and January 14, 1972.

Yours very truly,

James C. Bronson
Name

2942 1/2 S. Bronson, L.A. Calif.
Address
90018

Witness:

Guette Thomas

Place _____

Date Jan. 13, 1972

Warner Bros. Inc.
Burbank, California

Gentlemen:

This will confirm my consent to your making motion picture and still photographs of me and/or sound recordings of my voice in connection with the production by you of a motion picture, and that you may distribute and exhibit all or any part thereof, by any media, throughout the world, without restriction.

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In the event you shall actually release a motion picture containing recordings of my singing voice (whether as a member of a choir or otherwise), you agree to pay me an amount equal to Screen Actors Guild minimum union scale for singers for the two days, January 13 and January 14, 1972.

Yours very truly,

Margene Bayant
Name

3774 Ruthven
Address L.A. Ca 90018

Witness:

Genevieve Thomas

Place _____

Date 1-13-72

Warner Bros. Inc.
Burbank, California

Gentlemen:

This will confirm my consent to your making motion picture and still photographs of me and/or sound recordings of my voice in connection with the production by you of a motion picture, and that you may distribute and exhibit all or any part thereof, by any media, throughout the world, without restriction.

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In the event you shall actually release a motion picture containing recordings of my singing voice (whether as a member of a choir or otherwise), you agree to pay me an amount equal to Screen Actors Guild minimum union scale for singers for the two days, January 13 and January 14, 1972.

Yours very truly,

Sydney Drake
Name

1250 W. 45th St. L.A.
Address

Witness:

Guanette Thomas

Place

Newport

Date

1-13-72

Warner Bros. Inc.
Burbank, California

Gentlemen:

This will confirm my consent to your making motion picture and still photographs of me and/or sound recordings of my voice in connection with the production by you of a motion picture, and that you may distribute and exhibit all or any part thereof, by any media, throughout the world, without restriction.

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In the event you shall actually release a motion picture containing recordings of my singing voice (whether as a member of a choir or otherwise), you agree to pay me an amount equal to Screen Actors Guild minimum union scale for singers for the two days, January 13 and January 14, 1972.

Yours very truly,

Name

May Ann Hall

Address

8311 So Howard

Witness:

Genevieve Thomas

3

Place _____

Date 1-13-72

Warner Bros. Inc.
Burbank, California

Gentlemen:

This will confirm my consent to your making motion picture and still photographs of me and/or sound recordings of my voice in connection with the production by you of a motion picture, and that you may distribute and exhibit all or any part thereof, by any media, throughout the world, without restriction.

This consent is given to you in order to induce you to make such photographs and/or sound recordings and in consideration therefor.

In the event you shall actually release a motion picture containing recordings of my singing voice (whether as a member of a choir or otherwise), you agree to pay me an amount equal to Screen Actors Guild minimum union scale for singers for the two days, January 13 and January 14, 1972.

Yours very truly,

Donna J. Hammond
Name

1206 Cloverdale Ave.
Address

Witness:

Joseph J. Howard

④

Place _____

Date 1-13-72

Warner Bros. Inc.
Burbank, California

Gentlemen:

This will confirm my consent to your making motion picture and still photographs of me and/or sound recordings of my voice in connection with the production by you of a motion picture, and that you may distribute and exhibit all or any part thereof, by any media, throughout the world, without restriction.

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In the event you shall actually release a motion picture containing recordings of my singing voice (whether as a member of a choir or otherwise), you agree to pay me an amount equal to Screen Actors Guild minimum union scale for singers for the two days, January 13 and January 14, 1972.

Yours very truly,

Betty Hallins
Name

1560 S. Carson Ave.
Address

Witness:

Gwendolyn Thomas

(2)

Place _____

Date 1-13-72

Warner Bros. Inc.
Burbank, California

Gentlemen:

This will confirm my consent to your making motion picture and still photographs of me and/or sound recordings of my voice in connection with the production by you of a motion picture, and that you may distribute and exhibit all or any part thereof, by any media, throughout the world, without restriction.

This consent is given to you in order to induce you to make such photographs and/or sound recordings and in consideration therefor.

In the event you shall actually release a motion picture containing recordings of my singing voice (whether as a member of a choir or otherwise), you agree to pay me an amount equal to Screen Actors Guild minimum union scale for singers for the two days, January 13 and January 14, 1972.

Yours very truly,

Josephine Howard
Name

1206 Colverdale Ave
Address

Witness:

Wanna J. Hammond

Place _____

Date 1/13/71

Warner Bros. Inc.
Burbank, California

Gentlemen:

This will confirm my consent to your making motion picture and still photographs of me and/or sound recordings of my voice in connection with the production by you of a motion picture, and that you may distribute and exhibit all or any part thereof, by any media, throughout the world, without restriction.

This consent is given to you in order to induce you to make such photographs and/or sound recordings and in consideration therefor.

In the event you shall actually release a motion picture containing recordings of my singing voice (whether as a member of a choir or otherwise), you agree to pay me an amount equal to Screen Actors Guild minimum union scale for singers for the two days, January 13 and January 14, 1972.

Yours very truly,

Sherman James
Name

4218 Degraw L.A. 90008
Address

Witness:

Guanette Thomas

Place _____

Date 1-13-72

Warner Bros. Inc.
Burbank, California

Gentlemen:

This will confirm my consent to your making motion picture and still photographs of me and/or sound recordings of my voice in connection with the production by you of a motion picture, and that you may distribute and exhibit all or any part thereof, by any media, throughout the world, without restriction.

This consent is given to you in order to induce you to make such photographs and/or sound recordings and in consideration therefor.

In the event you shall actually release a motion picture containing recordings of my singing voice (whether as a member of a choir or otherwise), you agree to pay me an amount equal to Screen Actors Guild minimum union scale for singers for the two days, January 13 and January 14, 1972.

Yours very truly,

Dolores Jones
Name

221 E 53 St
Address

Witness:

Gwyneth Thomas

11

Place _____

Date January 13, 1972

Warner Bros. Inc.
Burbank, California

Gentlemen:

This will confirm my consent to your making motion picture and still photographs of me and/or sound recordings of my voice in connection with the production by you of a motion picture, and that you may distribute and exhibit all or any part thereof, by any media, throughout the world, without restriction.

This consent is given to you in order to induce you to make such photographs and/or sound recordings and in consideration therefor.

In the event you shall actually release a motion picture containing recordings of my singing voice (whether as a member of a choir or otherwise), you agree to pay me an amount equal to Screen Actors Guild minimum union scale for singers for the two days, January 13 and January 14, 1972.

Yours very truly,

Johanne Pearl Knop
Name

2677 Raymond Ave.
Address

Witness:

Genette Thomas

(4)

Place _____
Date Jan. 13, 1972

Warner Bros. Inc.
Burbank, California

Gentlemen:

This will confirm my consent to your making motion picture and still photographs of me and/or sound recordings of my voice in connection with the production by you of a motion picture, and that you may distribute and exhibit all or any part thereof, by any media, throughout the world, without restriction.

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In the event you shall actually release a motion picture containing recordings of my singing voice (whether as a member of a choir or otherwise), you agree to pay me an amount equal to Screen Actors Guild minimum union scale for singers for the two days, January 13 and January 14, 1972.

Yours very truly,

Margerie Zupper
Name

3814 S. Western Ave.
Address
L.A., Calif. 90062

Witness:
Giselle Steiner

(13)

Place _____

Date January 13, 1972

Warner Bros. Inc.
Burbank, California

Gentlemen:

This will confirm my consent to your making motion picture and still photographs of me and/or sound recordings of my voice in connection with the production by you of a motion picture, and that you may distribute and exhibit all or any part thereof, by any media, throughout the world, without restriction.

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In the event you shall actually release a motion picture containing recordings of my singing voice (whether as a member of a choir or otherwise), you agree to pay me an amount equal to Screen Actors Guild minimum union scale for singers for the two days, January 13 and January 14, 1972.

Yours very truly,

Charles May
Name

4322 8th Avenue
Address

Los Angeles, Calif. 90008

Witness:

Genevieve Thomas

Place _____

Date 1-13-72

Warner Bros. Inc.
Burbank, California

Gentlemen:

This will confirm my consent to your making motion picture and still photographs of me and/or sound recordings of my voice in connection with the production by you of a motion picture, and that you may distribute and exhibit all or any part thereof, by any media, throughout the world, without restriction.

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Yours very truly,

James L. McCall
Name

170 3/2 S. Hollywood Ave.
Address

Witness:

Genette Thomas

5

Place _____

Date 1-13-72

Warner Bros. Inc.
Burbank, California

Gentlemen:

This will confirm my consent to your making motion picture and still photographs of me and/or sound recordings of my voice in connection with the production by you of a motion picture, and that you may distribute and exhibit all or any part thereof, by any media, throughout the world, without restriction.

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Yours very truly,

Esther Ruth Nelson
Name

1850 W 35th Pl
Address

Los Angeles, 90018

Witness:

Annelle Thomas

(12)

Place _____

Date 1-13-72

Warner Bros. Inc.
Burbank, California

Gentlemen:

This will confirm my consent to your making motion picture and still photographs of me and/or sound recordings of my voice in connection with the production by you of a motion picture, and that you may distribute and exhibit all or any part thereof, by any media, throughout the world, without restriction.

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In the event you shall actually release a motion picture containing recordings of my singing voice (whether as a member of a choir or otherwise), you agree to pay me an amount equal to Screen Actors Guild minimum union scale for singers for the two days, January 13 and January 14, 1972.

Yours very truly,

Stanley B. Miller
Name

2205 So. Cimarron Blvd. L.A.
Address

Witness:

Ginette Thomas

Place _____

Date Jan 13

Warner Bros. Inc.
Burbank, California

Gentlemen:

This will confirm my consent to your making motion picture and still photographs of me and/or sound recordings of my voice in connection with the production by you of a motion picture, and that you may distribute and exhibit all or any part thereof, by any media, throughout the world, without restriction.

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Yours very truly,

Linda Jean Overland
Name

1963 17th Street #4 Santa Monica
Address
Calif.
90404

Witness:

Ginette Thomas

6

Place _____

Date 1-13-72

Warner Bros. Inc.
Burbank, California

Gentlemen:

This will confirm my consent to your making motion picture and still photographs of me and/or sound recordings of my voice in connection with the production by you of a motion picture, and that you may distribute and exhibit all or any part thereof, by any media, throughout the world, without restriction.

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Yours very truly,

Lushi Park
Name

875 EAST 22nd Street
Address

Witness:

Annelle Thomas

Place _____

Date 4/13/72

Warner Bros. Inc.
Burbank, California

Gentlemen:

This will confirm my consent to your making motion picture and still photographs of me and/or sound recordings of my voice in connection with the production by you of a motion picture, and that you may distribute and exhibit all or any part thereof, by any media, throughout the world, without restriction.

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Yours very truly,

Linda J. Payton
Name

4014 West Blvd. #B
Address L.A. Ca. 90008

Witness:

Ganette Thomas

Place _____

Date 1-13-72

Warner Bros. Inc.
Burbank, California

Gentlemen:

This will confirm my consent to your making motion picture and still photographs of me and/or sound recordings of my voice in connection with the production by you of a motion picture, and that you may distribute and exhibit all or any part thereof, by any media, throughout the world, without restriction.

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Yours very truly,

Siene McCalliff
Name

3814 S. Western Ave.
Address

Witness:

Gnette Thomas

Place _____

Date Jan 13 1972

Warner Bros. Inc.
Burbank, California

Gentlemen:

This will confirm my consent to your making motion picture and still photographs of me and/or sound recordings of my voice in connection with the production by you of a motion picture, and that you may distribute and exhibit all or any part thereof, by any media, throughout the world, without restriction.

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Yours very truly,

Gilbert Starkey
Name

8440 Sunset Blvd. #616
Address

Hollywood, Calif. 90069

Witness:

Genevieve Thomas

(11)

Place New Temple Baptist Church
8730 So. Broadway

Date January 13, 1972

Warner Bros. Inc.
Burbank, California

Gentlemen:

This will confirm my consent to your making motion picture and still photographs of me and/or sound recordings of my voice in connection with the production by you of a motion picture, and that you may distribute and exhibit all or any part thereof, by any media, throughout the world, without restriction.

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Yours very truly,

Annelle May Thomas
Name

4115 Garthwaite Ave
Address
Los Angeles, Calif 90008

Witness:

Shirley G. Gray

Place _____

Date 1/13/72

Warner Bros. Inc.
Burbank, California

Gentlemen:

This will confirm my consent to your making motion picture and still photographs of me and/or sound recordings of my voice in connection with the production by you of a motion picture, and that you may distribute and exhibit all or any part thereof, by any media, throughout the world, without restriction.

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Yours very truly,

Bobby Washington
Name

2315 Hausor Blvd
Address
L.A. Calif 90016

Witness:

Genette Thomas

Place _____

Date January 13, 1972

Warner Bros. Inc.
Burbank, California

Gentlemen:

This will confirm my consent to your making motion picture and still photographs of me and/or sound recordings of my voice in connection with the production by you of a motion picture, and that you may distribute and exhibit all or any part thereof, by any media, throughout the world, without restriction.

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Yours very truly,

Mr. Andrew Kausser
Name

2076 S. Howard Blvd #4
Address

Witness:

Genetta Thomas

Place _____

Date Jan 13 1972

Warner Bros. Inc.
Burbank, California

Gentlemen:

This will confirm my consent to your making motion picture and still photographs of me and/or sound recordings of my voice in connection with the production by you of a motion picture, and that you may distribute and exhibit all or any part thereof, by any media, throughout the world, without restriction.

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In the event you shall actually release a motion picture containing recordings of my singing voice (whether as a member of a choir or otherwise), you agree to pay me an amount equal to Screen Actors Guild minimum union scale for singers for the two days, January 13 and January 14, 1972.

Yours very truly,

Ms Barbara Ann Wilson
Name

4817 Tacana #9 L.A. 90008
Address

Witness:

Guette Thomas

EXHIBIT C

Memorandum



WARNER BROS.
ENTERTAINMENT INC.

To: Judy Noack, Manny Fernandez
Date: February 21, 2008

AS
From: Ann Stockman, Corp. Legal
Re: Aretha Franklin 1972 Concert
Atlantic Recording Agreement

Hi, Judy & Manny

Here's a copy of the agreement dated April 1, 1968, between Atlantic Recording Corp., and Warner Bros. - Seven Arts, Inc., and Aretha Franklin. This Agreement governs her exclusive personal services for a period of 5 years ending March 31, 1973.

Also enclosed is a copy of the Indemnity Agreement dated April 1, 1968 between Warner Bros. - Seven Arts, Inc., and Atlantic Recording Corporation.

Judy - Zazi asked me to send you a copy to have scanned into our system.

Manny - Please add a copy to the Aretha Franklin Recording Session file you had pulled for me previously.

Thanks very much.

Best regards,
A.

April 1, 1968

Warner Bros.-Seven Arts, Inc.
200 Park Avenue
New York, New York

Gentlemen:

Reference is hereby made to that certain Agreement dated April 1, 1968, by and among Aretha Franklin, you and the undersigned.

We acknowledge that you executed the aforesaid Agreement at our special instance and request and as an accommodation to us.

Accordingly, in consideration thereof and as an inducement for you so to do, we do hereby undertake and agree to hold and save you harmless of, from and against any loss, cost, damage or expense which may arise or result from said agreement, and we further agree that we will, upon demand, reimburse you for any cost, liability or expense which you may incur or any payment which you make in accordance with, or as a result of, such agreement.

Very truly yours,

ATLANTIC RECORDING CORPORATION

By *Richard [unclear]*

AGREED:

WARNER BROS.-SEVEN ARTS, INC.

By *Barney H. [unclear]*

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 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(1).

(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:

<u>Period</u>	<u>Basic Percentage</u>
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 ~~One Million Dollars~~ 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 is recorded 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 $1\frac{1}{2}\%$ 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 theretofore 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 designee 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 *[Signature]*

WARNER BROS.-SEVEN ARTS, INC.

By *[Signature]*

[Signature]
ARETHA FRANKLIN

EXHIBIT D

INTER-OFFICE MEMO
WARNER BROS. INC.

TO KEN MANCEBO FROM JACK E. FREEDMAN

SUBJECT: ARETHA FRANKLIN PROJECT - Sanford Productions

DATE: March 14, 1972 COPIES TO: F. Wells B. Wallace
P. Knecht
C. Greenlaw D. Brown
E. Morey S. Kiwitt

We have agreed to pay to Sanford Productions the sum of \$1,500 for Sidney Pollack's services in producing and directing this project. We will be billed later for DGA contributions.

Please prepare the check and send it to me for transmittal with an appropriate letter.

JEF:jf

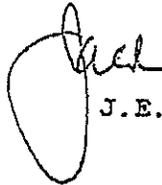

J.E.F.

EXHIBIT E

WARNER BROS. INC.

4000 WARNER BLVD. • BURBANK, CALIFORNIA 91505 • (213) 843-6000

CABLE ADDRESS: WARBROS

Dated

1/13/72

Mr. James Cleveland

Dear Sir:

This will confirm our agreement as follows:

1. We understand you are entering into an agreement with Atlantic Records concerning a recording session featuring Aretha Franklin, which will be conducted at the New Temple Missionary Baptist Church located at 8734 South Broadway, Los Angeles, California. In this connection, you hereby grant to us all motion picture rights of every kind and character whatsoever in and to all performances and other activities at said recording session. It is understood that this session will take place on two separate days, i.e., January 13 and January 14, 1972.

2. We agree that in the event we shall actually produce and release, in any media, a motion picture comprised substantially in whole of scenes photographed and recorded hereunder, we will, within 5 days after such release, pay you the sum of ~~15000~~ 15000, and, in addition thereto, we will pay to each of the members of the Church Choir who participate in the recording sessions and whose voices are on the sound track of such motion picture, an amount equal to Screen Actors Guild minimum union scale for singers for the two days involved. You agree to obtain and deliver to us signed clearances from each of such Choir members before we shall be obligated to make such payments. You also agree to deliver to us, concurrently with the execution of this agreement, a location permit in our usual form executed by said New Temple Missionary Baptist Church, copies of which are provided to you herewith.

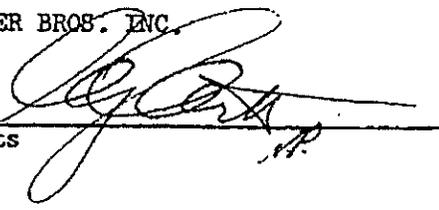
3. Without limiting paragraph 1 hereof, to the extent that material recorded hereunder consists of original musical material owned or controlled by you, you hereby grant to us unlimited, but not exclusive, synchronization and performing rights in and to such material.

4. You represent and warrant that you have full power and authority to enter into this agreement, and to permit us to make motion picture and sound recordings of said recording session.

Very truly yours,

WARNER BROS. INC.

By
Its



AGREED TO:

Rev James Cleveland
JAMES CLEVELAND

EXHIBIT F

"ARETHA FRANKLIN CONCERT FOOTAGE (1972)"

QUITCLAIM AGREEMENT

THIS QUITCLAIM AGREEMENT ("Agreement") dated December 11, 2007 between, on the one hand, WARNER BROS. PICTURES, a division of WB Studio Enterprises, Inc. ("Assignor") and, on the other hand, Al's Records and Tapes and Alan Elliott (collectively, "Elliott"), whose address is c/o Steve Katleman, Esq., Greenberg, Traurig, 2450 Colorado Avenue, Suite 400 East, Santa Monica, CA 90404 ("Assignee");

WITNESSETH

In consideration of the mutual covenants and agreements herein set forth, the parties hereto agree as follows:

1. Quitclaim: For good and valuable consideration, the adequacy of which is hereby acknowledged, Assignor does hereby quitclaim to Assignee, without representations or warranties of any kind, all of Assignor's right, title and interest in and to the film elements and documents (collectively, "Material") set forth in Exhibit "A" attached hereto and related to the concert performance by Aretha Franklin at the New Temple Missionary Church of Los Angeles in January of 1972 ("Project"). Assignor will, upon execution of this Agreement, deliver to Assignee a copy of the documents listed in Exhibit "A".

2. Representations and Warranties: Assignee represents, warrants and agrees that in connection with Assignee's use of the Material, Assignee will obtain all other authorizations, consents and releases and pay all re-use fees and other compensation required by applicable collective bargaining or individual contracts or otherwise required by law. Assignee specifically understands that Assignee will need to obtain authorization from Aretha Franklin. Without limiting the foregoing, with respect to any music included in the Material as exhibited, Assignee will obtain all necessary music synchronization and performance rights (particularly from Ms. Franklin) from the copyright proprietors of such music and such other persons or entities, including performing rights societies, as may own or control the rights thereto, and will obtain all necessary master recording licenses required in connection with any music included in any audio or visual recordings of the Material.

3. Additional Consideration: If and when Assignee obtains financing for the production of a motion picture based on the Project, Assignee shall pay to Assignor a fixed fee in the amount of \$35,000 (thirty-five thousand dollars) and a sum equal to 3% of 100% of the gross proceeds (or similar participation, however named) derived from each motion picture of any kind in whole or in part based on the Material or rights

assigned herein; such participation shall be computed, accounted for and paid in accordance with the most favorable terms applicable to any other participant in the receipts of the motion picture or other production involved (or, if there are none, on reasonable and customary terms).

In addition to the above compensation, Assignee shall reimburse Assignor for all laboratory and shipping charges and all other direct costs and expenses incurred by Assignor in making the Material available, including, but not limited to, the cost of replacing any material that may be damaged in the process of making the Material available hereunder. Such reimbursement shall be made promptly on receipt of Licensor's invoice therefor. Assignee shall have the right to approve lab, shipping and other charges in connection with the Material prior to such charges being incurred.

4. Executory Obligations/Assumption Agreement: Assignee assumes and agrees to be bound by and to perform all executory obligations of Assignor in connection with the Project including under and pursuant to the documents referred to in said Exhibit "A" and under any applicable collective bargaining agreements which are binding on Assignor.

5. Quitclaim Contingency: If Assignee fails to finalize and execute this Agreement within ten (10) business days of Assignee's receipt of the Agreement, then this Agreement shall be automatically rescinded and all rights in the Project shall remain with Assignor.

6. Rights Personal to Assignee: The rights quitclaimed hereunder by Assignor are personal to Assignee and as such, may not be sold, assigned, hypothecated, bequeathed or transferred by Assignee without the express prior written consent of Assignor. In the event Assignee fails to obtain such consent, the rights quitclaimed hereunder shall immediately revert to Assignor. This restriction on transfer applies to the right to produce and complete a production based on the Project, as opposed to the transfer of rights to distribute or exhibit such completed production.

7. Reversion: In the event that within twelve (12) months of the date of this Agreement a motion picture based on the Project is not scheduled for production, all rights to the Project shall revert to Assignor, and Assignee shall return to Assignor, at Assignee's cost, any and all original film elements previously provided by Assignor to Assignee.

8. First Negotiation/First Refusal: If and when Assignee elects to sell available distribution rights in the Project, Assignee shall submit to Assignor in writing all distribution rights in the Project and Assignor shall have an opportunity to negotiate to acquire any or all such distribution rights (collectively, the "Rights") prior to Assignee negotiating with any third party.

If Assignor elects to so negotiate, Assignee and Assignor shall negotiate for a period of not less than fifteen (15) business days the terms under which Assignor would acquire the Rights. If an agreement is not reached during said 15 business day period, Assignee may thereafter enter into an agreement with any third party on principal financial terms which are not materially less favorable to Assignee than those principal financial terms last submitted by Assignee (or those last offered by Assignor, if applicable) with the same basic elements as submitted to Assignor. If Assignee desires to enter into an agreement with a third party on principal financial terms which are materially less favorable to Assignee than those last submitted by Assignee (or those last offered by Assignor, if applicable), or if the basic elements change (e.g., new narrator, new content, star involvement, etc.) or if the material Rights (e.g., media offered, territory offered, etc.) change from those last submitted by Assignee, or those last offered by Assignor, if applicable, then Assignor shall have a first refusal to acquire the applicable Rights on such less favorable terms and/or changed basic elements, which first refusal must be exercised within five (5) business days. The first refusals procedure set forth herein shall be repeated each time such principal financial terms and/or basic elements changes.

If Assignor elects at any time not to acquire Rights or if the parties fail to reach an agreement for Rights, but said Rights are still available when the picture based upon the Project is completed, Assignee shall immediately arrange for a viewing of such picture by Assignor and, upon viewing the completed picture, Assignor shall be given the first opportunity to acquire Rights on the terms set forth above for a period of five (5) business days. Assignor's rights under this paragraph 6 shall apply regardless of whether Assignee is selling distribution rights on a territory-by-territory basis or as a package.

9. Assignee Indemnification: Assignee will indemnify Assignor and save and hold Assignor harmless from and against any and all claims, demands, actions and liabilities of every kind and character whatsoever, including reasonable attorneys' fees, arising out of any breach by Assignee of its obligations and/or representations contained herein or arising out of or resulting from any use made by Assignee of the Project.

10. Further Documents: Each party hereto agrees to execute and deliver, or cause to be executed and delivered, all such documents, and do all such things as may be reasonably necessary and proper to carry out and effectuate the intents and purposes of this Agreement, and particularly, without limiting the generality of the foregoing, Assignor will execute and deliver, or cause to be executed and delivered, to Assignee such instruments as may be necessary and proper to vest in Assignee the rights herein assigned to Assignee as a matter of record in the United States Copyright Office, all without any further payment by or cost or expense to Assignee other than customary recording charges.

11. Parties Bound: This Agreement shall be binding upon and [except as specified otherwise herein] shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, trustees, successors and assigns.

12. Governing Law: This Agreement shall be construed in accordance with the laws of the State of California applicable to agreements which are executed and fully performed within the State of California.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the day and year first above written.

WARNER BROS. PICTURES, a division of
WB Studio Enterprises Inc.
("Assignor")

By: 

Its: CLARA A. "ZAZI" POPE
SENIOR VICE PRESIDENT &
DEPUTY GENERAL COUNSEL


ALAN ELLIOTT AND AL'S RECORDS AND TAPES ("Assignee")

Warner Bros. Entertainment Inc. hereby joins in the foregoing quitclaim agreement to the extent of its interests and agrees to be bound by the terms thereof.

WARNER BROS. ENTERTAINMENT INC.

By: 

Its: CLARA A. "ZAZI" POPE
SENIOR VICE PRESIDENT &
DEPUTY GENERAL COUNSEL

EXHIBIT "A"

FILM ELEMENTS:

See attached table.

DOCUMENTS:

1. Certain executed consent forms from James Cleveland and members of the church choir.
2. Executed location agreement from the New Temple Missionary Church.
3. Certain additional releases.

EXHIBIT G

"ARETHA FRANKLIN CONCERT FOOTAGE (1972)"
a/k/a AMAZING GRACE

AMENDMENT TO QUITCLAIM AGREEMENT

DATE: As of November 2, 2010

ASSIGNOR: WARNER BROS. PICTURES, a division of WB
Studio Enterprises Inc.
4000 Warner Boulevard
Burbank, California 91522

ASSIGNEE: AL'S RECORDS AND TAPES
1633 N Stanley Ave
Los Angeles CA 90046
Attn: Alan Elliott

Reference is made to that certain Quitclaim Agreement ("Agreement") dated as of December 11, 2007, between AL'S RECORDS AND TAPES and ALAN ELLIOTT (collectively "Assignee") and Warner Bros. Pictures, a division of WB Studio Enterprises Inc. ("Assignor"), with respect to the proposed motion picture project currently entitled "ARETHA FRANKLIN CONCERT FOOTAGE (1972)" a/k/a "AMAZING GRACE" ("Project"). In consideration of the covenants and conditions contained herein and in the Agreement, and for other good and valuable consideration, Assignee and Assignor hereby agree to amend the Agreement as follows:

A. Condition Precedent: Assignor's obligations hereunder are subject to its receipt, in form and pursuant to terms and conditions satisfactory to Assignor, of a copy of the most recent cost report for the Project.

A. Reversion: Paragraph 7 of the Agreement is hereby replaced with the following Paragraph 7:

7. Reversion:

- (a) Assignee shall deliver to Assignor by December 31, 2012 (Delivery Date), a "fully edited" version of a feature-length documentary picture ("Edited Picture") produced from the Project. As used herein, "fully edited" shall mean that the Edited Picture shall include elements from the Material as well as new production elements (including new interviews) produced by Assignee ("New Elements").
- (b) If Assignor fails to deliver such Edited Picture to Assignor by the Delivery Date, then all rights to the Project shall automatically revert to Assignor, and Assignee shall return to Assignor, at Assignee's cost, any and all of the Material previously provided by Assignor to Assignee, and Assignee shall have no right to distribute or exploit the Edited Picture or any picture incorporating the Material.
- (c) If the rights to the Project revert to Assignor, then Assignor shall have the option to purchase Assignee's rights in the New Elements (which

must be unencumbered) by paying Assignor all of its direct actual costs in filming the New Elements (excluding any costs of editing, salaries of its employees or overhead expenses) (the "Buy-Out Price"). As of the date of this Agreement, the accrued Buy-Out Price is \$150,000.

(d) Assignor shall consult with Assignor in writing on all significant developments with regards to the production, financing and distribution of the Edited Picture.

B. Paragraph 3 is amended by clarifying the reference to "gross proceeds" to mean so-called "first dollar gross participation". Paragraph 3 is amended by clarifying that the reference to "obtains financing for the production of a motion picture based on the Project" means when financing is obtained that is sufficient for the completion of production and completion of post production, and the payment of \$35,000 (thirty-five thousand dollars) due pursuant to Paragraph 3 shall be due immediately upon completion of post production of the Edited Picture.

C. Exhibit "A" is amended by replacing the list of the Material referenced in Exhibit "A" with the list of the Material attached hereto as "Schedule A". To the best of Assignor's knowledge, Schedule "A" includes all of the elements related to the Project. If, subsequent to the delivery of the Material to Assignee, Assignee identifies elements included with the Material that are not directly related to the Project, then Assignee will promptly return those elements to Assignor (at Assignee's cost). If, subsequent to the delivery of the Material to Assignee, Assignor identifies elements that directly relate to the Project but were not included in the Material previously delivered to Assignee, then Assignor will promptly make such elements available for delivery to Assignee (at Assignee's cost). Notwithstanding the foregoing, Assignor's failure to comply with the foregoing provisions will not result in a breach of this Agreement.

D. Paragraph 6 is amended by replacing Paragraph 6 with the following provision:

"Assignee shall have the right to assign any or all of its rights under this Agreement to any person, and upon such assignment Assignee shall have no further obligations to Owner hereunder; provided, however, that unless such assignment is to a so-called major motion picture company or other financially capable party which assumes such obligations in writing, such assignment shall not relieve Assignee of its obligations to Assignor under this Agreement."

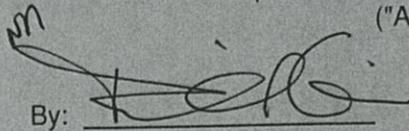
E. Miscellaneous: Except as herein expressly amended, all terms and conditions of the Agreement are hereby ratified and shall remain in full force and effect as originally executed, without modification. Unless otherwise specified herein, all initially capitalized words shall have the meaning given to them in the Agreement.

NEXT PAGE IS SIGNATURE PAGE

This Amendment may be signed in counterpart, each of which shall be deemed an original, but all of which together shall constitute the Amendment. The parties hereto have executed and delivered this Amendment as of the date first above written.

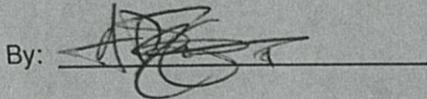
WARNER BROS. PICTURES, a division
of WB Studio Enterprises Inc.

("Assignor")

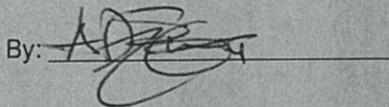
By: 

Its: **Senior Vice President**

AL'S RECORDS AND TAPES
("Assignee")

By: 

ALAN ELLIOTT

By: 

ORIGINAL

EXHIBIT H

"ARETHA FRANKLIN CONCERT FOOTAGE (1972)"
a/k/a AMAZING GRACE

AMENDMENT TO QUITCLAIM AGREEMENT

DATE: As of December 14, 2012

ASSIGNOR: WARNER BROS. PICTURES, a division of
WB Studio Enterprises Inc.
4000 Warner Boulevard
Burbank, California 91522

ASSIGNEE: AL'S RECORDS AND TAPES
1633 N Stanley Ave
Los Angeles CA 90046
Attn: Alan Elliott

Reference is made to that certain Quitclaim Agreement ("Agreement") dated as of December 11, 2007, as amended, between AL'S RECORDS AND TAPES and ALAN ELLIOTT (collectively "Assignee") and Warner Bros. Pictures, a division of WB Studio Enterprises Inc. ("Assignor"), with respect to the proposed motion picture project currently entitled "ARETHA FRANKLIN CONCERT FOOTAGE (1972)" a/k/a "AMAZING GRACE" ("Project"). In consideration of the covenants and conditions contained herein and in the Agreement, and for other good and valuable consideration, Assignee and Assignor hereby agree to amend the Agreement as follows:

- A. Delivery Date: Paragraph 7 of the Agreement is hereby amended by changing the "Delivery Date" to December 31, 2014.
- B. Gross Participation: Paragraph 3 of the Agreement is hereby amended by increasing the "first dollar gross participation" to 5% of 100%, provided that if the Edited Picture is delivered after December 31, 2013 (but prior to the reversion of rights pursuant to Paragraph 7), the "first dollar gross participation" shall be increased to 6% of 100% of "first dollar gross participation".
- C. Miscellaneous: Except as herein expressly amended, all terms and conditions of the Agreement are hereby ratified and shall remain in full force and effect as originally executed, without modification. Unless otherwise specified herein, all initially capitalized words shall have the meaning given to them in the Agreement.

NEXT PAGE IS SIGNATURE PAGE

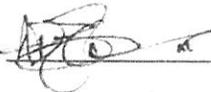
This Amendment may be signed in counterpart, each of which shall be deemed an original, but all of which together shall constitute the Amendment. The parties hereto have executed and delivered this Amendment as of the date first above written.

WARNER BROS. PICTURES, a division
of WB Studio Enterprises Inc.

("Assignor")

By: 
Its: Senior Vice President

AL'S RECORDS AND TAPES
("Assignee")

By: 

ALAN ELLIOTT

By: 

Natalie V. Rodriguez
Associate General Counsel



WARNER BROS.
PICTURES

February 1, 2013

Todd W. Musburger
Todd W. Musburger, Ltd.
142 E. Ontario Street #500
Chicago IL 60611

**Re: "ARETHA FRANKLIN CONCERT FOOTAGE (1972)" aka "AMAZING GRACE"
Al's Records & Tapes and Alan Elliott
Amendment to Quitclaim Agreement**

Dear Todd:

Enclosed please find two fully executed originals of the above referenced document for your files.

Kind regards,

A handwritten signature in cursive script, appearing to read 'Pam Palmer'.

Pam Palmer
Asst. to Natalie V. Rodriguez

Enclosures

#218829

EXHIBIT I

Re: "ARETHA FRANKLIN CONCERT FOOTAGE (1972) a/k/a "AMAZING GRACE"

April 26, 2019

Ladies and Gentlemen,

Reference is made to that certain Quitclaim Agreement ("Agreement") dated as of December 11, 2007, between AL'S RECORDS AND TAPES and ALAN ELLIOTT (collectively "Assignee") and Warner Bros. Pictures, a division of WB Studio Enterprises Inc. ("Assignor"), with respect to the proposed motion picture project currently entitled "ARETHA FRANKLIN CONCERT FOOTAGE (1972)" a/k/a "AMAZING GRACE" ("Project"), as amended December 14, 2012, and November 2, 2010.

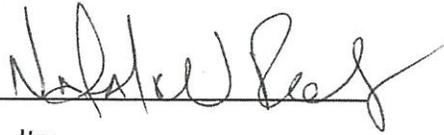
Assignor hereby confirms the following:

1. Warner Bros. Pictures, a division of WB Studio Enterprises Inc. ("Assignor") is a successor-in-interest to Warner Bros. Inc., and Warner Bros. – Seven Arts, Inc.
2. For purposes of clarity, the reference in Paragraph 3 of the Agreement to Assignor's passive participation of 6% of "first dollar gross participation" shall be computed as 6% of defined gross calculated at source (i.e., 6% of advances pursuant to distribution agreements for the Project that are payable to Assignee shall be paid to Assignor, and to the extent there are any overages payable to Assignee 6% from defined gross (based on receipts of distributor).
3. Assignor acknowledges receipt of \$35,000 payable on the completion of post production has been remitted and received by Assignor as set forth in Paragraph 3 of the Agreement.
4. Delivery obligations pursuant to Paragraph 7 of the Agreement have been satisfied and Assignor waives any further reversion interest that would otherwise be available thereunder.
5. The first negotiation and first refusal right set forth in Paragraph 8 of the Agreement relating to distribution rights in the Project has been satisfied. Assignor waives any further rights throughout the world that relate to distribution of the Project.

6. Except as herein expressly amended, all terms and conditions of the Agreement are hereby ratified and shall remain in full force and effect as originally executed, without modification. Unless otherwise specified herein, all initially capitalized words shall have the meaning given to them in the Agreement.

This letter may be signed in counterpart, each of which shall be deemed an original, but all of which together shall constitute an executed letter. The parties hereto have executed and delivered this letter as of the date first above written.

WARNER BROS. PICTURES, a division
of WB Studio Enterprises Inc. ("Assignor")

By: 
Its:

AL'S RECORDS AND TAPES
("Assignee")

By: 

ALAN ELLIOTT

By: 

EXHIBIT J

INCORPORATETIME.COM, INC.

173 North Main Street
Suite 400
Sayville NY 11782
1-800-ITS-TIME
www.incorporatetime.com

Dear Client:

Congratulations!

Your Business has been formed. Your acknowledgement from the state is enclosed.

Good luck with your new business!

NOTE: In the future, if you need to incorporate another business or if you know someone who needs to get incorporated, please make sure that you visit us directly at:

<http://www.incorporatetime.com>
www.incorporatetime.com

Thank you,

Incorporatetime.com
An INC 500 Company.

www.incorporatetime.com

**TAX ID #
INSTRUCTIONS**

1. Include your social security # (SS#) on line 7b
2. Sign and date bottom of prepared application
3. **CALL** the IRS at **800-829-4933** to have the tax id number released to you over the phone, and state "I am applying for my tax id & I have the completed application in front of me"

Application for Employer Identification Number

(For use by employers, corporations, partnerships, trusts, estates, churches, government agencies, Indian tribal entities, certain individuals, and others.)

▶ See separate instructions for each line. ▶ Keep a copy for your records.

EIN

OMB No. 1545-0003

Type or print clearly.	1 Legal name of entity (or individual) for whom the EIN is being requested Amazing Grace Movie, LLC				
	2 Trade name of business (if different from name on line 1)	3 Executor, trustee, "care of" name			
	4a Mailing address (room, apt., suite no. and street, or P.O. box) 1633 North Stanley Avenue	5a Street address (if different) (Do not enter a P.O. box.)			
	4b City, state, and ZIP code Los Angeles, CA 90046	5b City, state, and ZIP code			
	6 County and state where principal business is located Los Angeles, CA				
	7a Name of principal officer, general partner, grantor, owner, or trustor Alan Elliot	7b SSN, ITIN, or EIN			
8a Type of entity (check only one box)			<input type="checkbox"/> Estate (SSN of decedent) _____ <input type="checkbox"/> Plan administrator (SSN) _____ <input type="checkbox"/> Partnership _____ <input type="checkbox"/> Trust (SSN of grantor) _____ <input type="checkbox"/> Corporation (enter form number to be filed) ▶ _____ <input type="checkbox"/> National Guard <input type="checkbox"/> State/local government <input type="checkbox"/> Personal service corp. _____ <input type="checkbox"/> Farmers' cooperative <input type="checkbox"/> Federal government/military <input type="checkbox"/> Church or church-controlled organization _____ <input type="checkbox"/> REMIC <input type="checkbox"/> Indian tribal governments/enterprises <input type="checkbox"/> Other nonprofit organization (specify) ▶ _____ Group Exemption Number (GEN) ▶ _____ <input checked="" type="checkbox"/> Other (specify) ▶ LLC		
8b If a corporation, name the state or foreign country (if applicable) where incorporated		State California	Foreign country		
9 Reason for applying (check only one box)			<input type="checkbox"/> Banking purpose (specify purpose) ▶ _____ <input checked="" type="checkbox"/> Started new business (specify type) ▶ Documentary Film Production <input type="checkbox"/> Changed type of organization (specify new type) ▶ _____ <input type="checkbox"/> Purchased going business <input type="checkbox"/> Hired employees (Check the box and see line 12.) <input type="checkbox"/> Created a trust (specify type) ▶ _____ <input type="checkbox"/> Compliance with IRS withholding regulations <input type="checkbox"/> Created a pension plan (specify type) ▶ _____ <input type="checkbox"/> Other (specify) ▶ _____		
10 Date business started or acquired (month, day, year) 5/19/2011		11 Closing month of accounting year DEC 31			
12 First date wages or annuities were paid or will be paid (month, day, year). Note: If applicant is a withholding agent, enter date income will first be paid to nonresident alien. (month, day, year) ▶					
13 Highest number of employees expected in the next 12 months. Note: If the applicant does not expect to have any employees during the period, enter "-0-." ▶			Agricultural	Household	Other
			0	0	0
14 Check one box that best describes the principal activity of your business.					
<input type="checkbox"/> Construction <input type="checkbox"/> Rental & leasing <input type="checkbox"/> Transportation & warehousing <input type="checkbox"/> Health care & social assistance <input type="checkbox"/> Wholesale-agent/broker <input type="checkbox"/> Real estate <input type="checkbox"/> Manufacturing <input type="checkbox"/> Finance & insurance <input type="checkbox"/> Accommodation & food service <input type="checkbox"/> Wholesale-other <input type="checkbox"/> Retail <input checked="" type="checkbox"/> Other (specify) Documentary Film Production					
15 Indicate principal line of merchandise sold; specific construction work done; products produced; or services provided. Documentary Film Production					
16a Has the applicant ever applied for an employer identification number for this or any other business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Note: If "Yes," please complete lines 16b and 16c.					
16b If you checked "Yes" on line 16a, give applicant's legal name and trade name shown on prior application if different from line 1 or 2 above. Legal name ▶ _____ Trade name ▶ _____					
16c Approximate date when, and city and state where, the application was filed. Enter previous employer identification number if known. Approximate date when filed (mo., day, year) _____ City and state where filed _____ Previous EIN _____					

Third Party Designee	Complete this section only if you want to authorize the named individual to receive the entity's EIN and answer questions about the completion of this form.		
	Designee's name		Designee's telephone number (include area code) ()
	Address and ZIP code		Designee's fax number (include area code) ()

Under penalties of perjury, I declare that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete.

Name and title (type or print clearly) ▶ **Alan Elliot, Member**

Applicant's telephone number (include area code)
2129414090
Applicant's fax number (include area code)
2129414090

INCORPORATETIME.COM, INC.

173 North Main Street
Suite 400
Sayville NY 11782
1-800-ITS-TIME
1-800-487-8463
FAX: (631) 589-2848

Dear Client:

Congratulations!

Your Business has been formed.

Your acknowledgement from the state is enclosed.

PENNSYLVANIA

Please note Pennsylvania requires the corporation/LLC to advertise the filings of the Articles of Incorporation. Proofs of Publication of such advertising should not be submitted to, and will not be received by or filed in the Department, but should be filed with the minutes of the corporation.

KENTUCKY

Please note: Kentucky residents are required to file one filed-stamped copy of your Articles of incorporation/organization where the registered office is located.

CALIFORNIA

Please note, for California corporations/LLC only: the state requires you to register your business once it has been filed. As a courtesy, we have provided and forwarded the form that you must complete and return to the address provided with the \$25.00 application fee or complete online at <https://businessfilings.ss.ca.gov/>
If you do not respond to the application the state will not forward any further mailings to your corporation or registered agent. It is imperative that you mail in your application in a timely manner.

NEVADA

ENCLOSED the state will send you an initial list of Officers, Directors, and registered agent to be completed and filed POST incorporation, with a Nevada Secretary of State filing fee of \$125.00. This is an annual fee from the Secretary of State and the state requires the fee and form in their office within prior to the close of business on the last day of the first month following the organization date, in order to remain in good standing or complete online at <https://esos.state.nv.us/corps/>

Effective October 1, 2009, the Nevada Secretary of State will issue the annual State Business license to all Nevada Businesses which will be an annual \$200.00 business license fee. Your post filing fees total \$325.00 for the annual list and annual Business License.



State of California Secretary of State

LLC-1

File #

201114010052

LIMITED LIABILITY COMPANY ARTICLES OF ORGANIZATION

ENDORSED - FILED in the office of the Secretary of State of the State of California

MAY 19 2011

A \$70.00 filing fee must accompany this form.

IMPORTANT - Read instructions before completing this form.

This Space For Filing Use Only

ENTITY NAME (End the name with the words "Limited Liability Company," or the abbreviations "LLC" or "L.L.C." The words "Limited" and "Company" may be abbreviated to "Ltd." and "Co.," respectively.)

1. NAME OF LIMITED LIABILITY COMPANY

Amazing Grace Movie, LLC

PURPOSE (The following statement is required by statute and should not be altered.)

2. THE PURPOSE OF THE LIMITED LIABILITY COMPANY IS TO ENGAGE IN ANY LAWFUL ACT OR ACTIVITY FOR WHICH A LIMITED LIABILITY COMPANY MAY BE ORGANIZED UNDER THE BEVERLY-KILLEA LIMITED LIABILITY COMPANY ACT.

INITIAL AGENT FOR SERVICE OF PROCESS (If the agent is an individual, the agent must reside in California and both Items 3 and 4 must be completed. If the agent is a corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code, section 1505 and Item 3 must be completed (leave Item 4 blank).

3. NAME OF INITIAL AGENT FOR SERVICE OF PROCESS

Alan Elliot

4. IF AN INDIVIDUAL, ADDRESS OF INITIAL AGENT FOR SERVICE OF PROCESS IN CALIFORNIA CITY STATE ZIP CODE

1633 North Stanley Avenue Los Angeles CA 90046

MANAGEMENT (Check only one)

5. THE LIMITED LIABILITY COMPANY WILL BE MANAGED BY:

- ONE MANAGER
MORE THAN ONE MANAGER
ALL LIMITED LIABILITY COMPANY MEMBER(S)

ADDITIONAL INFORMATION

6. ADDITIONAL INFORMATION SET FORTH ON THE ATTACHED PAGES, IF ANY, IS INCORPORATED HEREIN BY THIS REFERENCE AND MADE A PART OF THIS CERTIFICATE.

EXECUTION

7. I DECLARE I AM THE PERSON WHO EXECUTED THIS INSTRUMENT, WHICH EXECUTION IS MY ACT AND DEED.

5/16/2011

DATE

K Walsh (Signature)

SIGNATURE OF ORGANIZER

KERRY WALSH, ORGANIZER

TYPE OR PRINT NAME OF ORGANIZER

ENDORSED - FILED
IN THE OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF CALIFORNIA

MAY 20 2011

OFFICE OF THE SECRETARY OF STATE
CALIFORNIA



I hereby certify that the foregoing transcript of 1 page(s) is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.

MAY 20 2011

Date:

Debra Bowen

DEBRA BOWEN, Secretary of State



State of California Secretary of State

L

STATEMENT OF INFORMATION (Limited Liability Company)

Filing Fee \$20.00. If amendment, see instructions.

IMPORTANT — READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

1. LIMITED LIABILITY COMPANY NAME (Please do not alter if name is preprinted.)

This Space For Filing Use Only

DUE DATE: AUG 19 2011

FILE NUMBER AND STATE OR PLACE OF ORGANIZATION

2. SECRETARY OF STATE FILE NUMBER

3. STATE OR PLACE OF ORGANIZATION

COMPLETE ADDRESSES FOR THE FOLLOWING (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE CITY AND STATE ZIP CODE

5. CALIFORNIA OFFICE WHERE RECORDS ARE MAINTAINED (DOMESTIC ONLY) CITY STATE ZIP CODE

CA

NAME AND COMPLETE ADDRESS OF THE CHIEF EXECUTIVE OFFICER, IF ANY

6. NAME ADDRESS CITY AND STATE ZIP CODE

NAME AND COMPLETE ADDRESS OF ANY MANAGER OR MANAGERS, OR IF NONE HAVE BEEN APPOINTED OR ELECTED, PROVIDE THE NAME AND ADDRESS OF EACH MEMBER (Attach additional pages, if necessary.)

7. NAME ADDRESS CITY AND STATE ZIP CODE

8. NAME ADDRESS CITY AND STATE ZIP CODE

9. NAME ADDRESS CITY AND STATE ZIP CODE

AGENT FOR SERVICE OF PROCESS (If the agent is an individual, the agent must reside in California and Item 11 must be completed with a California address. If the agent is a corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code section 1505 and Item 11 must be left blank.)

10. NAME OF AGENT FOR SERVICE OF PROCESS

11. ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL CITY STATE ZIP CODE

CA

TYPE OF BUSINESS

12. DESCRIBE THE TYPE OF BUSINESS OF THE LIMITED LIABILITY COMPANY

13. THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT.

INSTRUCTIONS FOR COMPLETING FORM LLC-12

For easier completion, this form is available on the Secretary of State's website at <http://www.sos.ca.gov/business/> and can be viewed, filled in and printed from your computer. Completed forms along with the applicable fees can be mailed to Secretary of State, Statement of Information Unit, P.O. Box 944230, Sacramento, CA 94244-2300 or delivered in person to the Sacramento office, 1500 11th Street, Sacramento, CA 95814. If you are not completing this form online, please type or legibly print in black or blue ink. This form should not be altered.

Every domestic and registered foreign limited liability company shall file a Statement of Information with the Secretary of State, within 90 days after filing of its original Articles of Organization or Application for Registration, and biennially thereafter during the applicable filing period. The applicable filing period for a limited liability company is the calendar month during which its original Articles of Organization or Application for Registration were filed and the immediately preceding five calendar months. A limited liability company is required to file this statement even though it may not be actively engaged in business at the time this statement is due. Changes to information contained in a previously filed statement can be made by filing a new form, completed in its entirety.

Statutory filing provisions are found in California Corporations Code section 17060, unless otherwise indicated. Failure to file this Statement of Information by the due date will result in the assessment of a \$250.00 penalty. (Corporations Code sections 17651(b) and 17653; Revenue and Taxation Code section 19141.)

FILING FEES: The fee for filing the initial or biennial Statement of Information is \$20.00. Checks should be made payable to the Secretary of State. If this statement is being filed to amend any information on a previously filed statement and is being filed outside the applicable filing period, as defined above, no fee is required.

COPIES: The Secretary of State will endorse file one copy of the statement if an exact copy is submitted along with the statement to be filed. Copies submitted with the statement to be filed can be certified upon request and payment of the \$8.00 per copy certification fee.

Complete the Statement of Information (Form LLC-12) as follows:

- Item 1.** Please do not alter the preprinted name. If the name is not correct, please attach a statement indicating the correct name and the date the name change amendment was filed with the Secretary of State. If blank, enter the name of the limited liability company exactly as it is of record with the California Secretary of State.
- Item 2.** Please do not alter the preprinted file number. If blank, enter the file number issued by the California Secretary of State.
- Item 3.** Please do not alter the preprinted jurisdiction. If blank, and the limited liability company is a registered foreign limited liability company (organized outside the state of California), enter the state or place under the laws of which the limited liability company is organized.
- Item 4.** Enter the complete street address, city and zip code of the limited liability company's principal executive office. Please do not enter a P.O. Box or abbreviate the name of the city. This address will be used for mailing purposes.
- Item 5.** If the limited liability company is formed under the laws of the state of California, enter the complete street address, city and zip code of the office required to be maintained pursuant to Corporations Code section 17057(a). Please do not enter a P.O. Box or abbreviate the name of the city.
- Item 6.** Enter the name and complete business or residential address of the chief executive officer, if any. Please do not abbreviate the name of the city.
- Items 7-9.** Enter the name and complete business or residential address of any manager or managers, appointed or elected in accordance with the Articles of Organization or Operating Agreement, or if no manager has been so elected or appointed, the name and business or residential address of each member. Attach additional pages, if necessary. Please do not abbreviate the name of the city.
- Item 10.** Enter the name of the agent for service of process in California. An agent is an individual (manager, member or any other person, whether or not affiliated with the company) who resides in California or a corporation designated to accept service of process if the company is sued. The agent must agree to accept service of process on behalf of the company prior to designation.
If a corporation is designated as agent, that corporation must have previously filed with the Secretary of State, a certificate pursuant to Corporations Code section 1505. Note, a limited liability company cannot act as its own agent and no domestic or foreign corporation may file pursuant to section 1505 unless the corporation is currently authorized to engage in business in California and is in good standing on the records of the Secretary of State.
If an individual is designated as agent, complete Items 10 and 11. If a corporation is designated as agent, complete Item 10 and proceed to Item 12 (do not complete Item 11).
- Item 11.** If an individual is designated as agent for service of process, enter a business or residential address in California. Please do not enter "in care of" (c/o) or abbreviate the name of the city. Please do not enter an address if a corporation is designated as agent.
- Item 12.** Briefly describe the general type of business that constitutes the principal business activity of the limited liability company.

Instructions for Form FTB 3522

LLC Tax Voucher

What's New

Beginning November 2010, limited liability companies (LLCs) can make payments electronically at the Franchise Tax Board's (FTB's) website using Web Pay. After a one-time online registration, LLCs can make an immediate payment or schedule payments up to a year in advance. For more information go to ftb.ca.gov and search for **web pay**.

General Information

Use form FTB 3522, LLC Tax Voucher, to pay the annual LLC tax of \$800 for taxable year 2011. An LLC should use this voucher if any of the following apply:

- The LLC has articles of organization accepted by the California Secretary of State (SOS).
- The LLC has a certificate of registration issued by the SOS.
- The LLC is doing business in California.

You can download, view, and print California tax forms and publications at ftb.ca.gov.

Access other state agencies' websites at ca.gov.

Who Must Pay the Annual LLC Tax

Every LLC that is doing business in California or that has articles of organization accepted or a certificate of registration issued by the SOS is **subject to the \$800 annual tax**. The tax must be paid for each taxable year until a certificate of cancellation of registration or of articles of organization is filed with the SOS. Get FTB Pub. 1038, Guide to Dissolve, Surrender, or Cancel a California Business Entity, for more information.

For taxable years beginning on or after January 1, 2003, an LLC as described in Internal Revenue Code Sections 501(c)(2) and 501(c)(25) and California Revenue and Taxation Code Sections 23701h and 23701x is exempt from the annual LLC tax.

When to Pay the Annual LLC Tax

The annual LLC tax is due and payable **by the 15th day of the 4th month** after the beginning of the LLC's taxable year (fiscal year) or April 15, 2011 (calendar year). Due to the federal Emancipation Day holiday on April 15, 2011, tax returns filed and payments received on April 18, 2011, will be considered timely.

The first taxable year of an LLC begins when the LLC files its articles of organization with the SOS. The first taxable year of a foreign LLC begins when the LLC is organized in another state.

If the 15th day of the 4th month of an existing foreign LLC's taxable year has passed before the foreign LLC commences business in California or registers with the SOS, the annual LLC tax should be paid immediately after commencing business or registering with the SOS.

Example: LLC1, a newly-formed calendar year taxpayer, organizes as an LLC in Delaware on June 1, 2011. LLC1 registers with the SOS on August 12, 2011, and begins doing business in California on August 15, 2011. Because LLC1's initial taxable year begins on June 1, 2011, the annual LLC tax is due by September 15, 2011 (the 15th day of the 4th month of the short-period taxable

year). LLC1's short-period (June 1, 2011-December 31, 2011) tax return is due by April 16, 2012. The annual tax payment for taxable year 2012, with form FTB 3522 also is due by April 16, 2012.

How to Complete Form FTB 3522

Enter all the information requested using black or blue ink. To ensure the timely and proper application of the payment to the LLC's account, enter the SOS file number (assigned upon registration with the SOS), and the federal employer identification number (FEIN).

Series LLC – After the name for each series, write "Series LLC # ____." In addition, write "Series LLC" in red in the top right margin of the voucher. Only the first series to pay tax or file a return may use an SOS file number. For all other series, enter zeroes in the SOS file number field. We will notify each series of its assigned number after we receive its initial payment voucher. The series LLC should use this assigned number for subsequent years. See FTB Pub. 3556, Limited Liability Company Filing Information, for more information.

Private Mail Box (PMB)

Include the PMB in the address field. Write "PMB" first, then the box number. Example: 111 Main Street PMB 123.

Where to File

Using black or blue ink, make a check or money order payable to the "Franchise Tax Board." Write the SOS file number, FEIN, and "2011 FTB 3522" on the check or money order. Detach the payment voucher from the bottom of the page. Enclose, but **do not** staple, your payment to the voucher and mail to:

FRANCHISE TAX BOARD
PO BOX 942857
SACRAMENTO CA 94257-0631

Make all checks or money orders payable in U.S. dollars and drawn against a U.S. financial institution. If no payment is due or paid electronically, do not mail this voucher.

Penalties and Interest

If the LLC fails to pay its annual tax by the 15th day of the 4th month after the beginning of the taxable year, a late payment penalty plus interest will be assessed for failure to pay the annual LLC tax by the due date. The FTB may waive the late penalty, based on reasonable cause, where the greater of the annual tax or 90% of the tax shown on the return is paid by the original due date of the return. The penalty and interest will be computed from the due date of the tax to the date of payment.

Late Payment of Prior Year Annual LLC Tax

If a prior year LLC tax of \$800 was not paid by the 15th day of the 4th month after the beginning of the taxable year, the tax should be paid as soon as possible, using the **appropriate taxable year** form FTB 3522. Do not use any other form for payment of the tax. This will assure proper application of the payment to the LLC's account.

✂ DETACH HERE _____ IF NO PAYMENT IS DUE OR PAID ELECTRONICALLY, DO NOT MAIL THIS VOUCHER _____ DETACH HERE ✂

Fiscal year: File and Pay by the 15th day of the 4th month after the beginning of the taxable year.

Calendar year: File and Pay by APRIL 15, 2011.

TAXABLE YEAR

CALIFORNIA FORM

2011 LLC Tax Voucher

3522

For calendar year 2011 or fiscal year beginning month _____ day _____ year _____, and ending month _____ day _____ year _____.

Limited liability company name _____ Secretary of State (SOS) file number _____

DBA _____ FEIN _____

Address (suite, room, PO Box, or PMB no.) _____

City _____ State _____ ZIP Code _____

Contact Telephone no. _____ Amount of payment _____

() _____

EXHIBIT K

NOTICE

THIS RECORDING SESSION IS BEING COVERED BY MOTION PICTURE CAMERAS AND THE SOUND BEING RECORDED MAY ALSO BE INCLUDED IN A MOTION PICTURE SOUND TRACK. ALL PERSONS ADMITTED TO THIS RECORDING SESSION EXPRESSLY CONSENT TO THE USE OF THEIR LIKENESS AND/OR VOICE IN ANY SUCH MOTION PICTURE AND UNLIMITED DISTRIBUTION OF SUCH MOTION PICTURE.

IF YOU DO NOT WISH TO BE PHOTOGRAPHED OR RECORDED YOU MAY LEAVE THIS PERFORMANCE IMMEDIATELY AND GO TO THE BOX-OFFICE WHERE YOUR ADMISSION PRICE WILL BE CHEERFULLY REEMINDED.

THANKS & YOURS

00:55



EXHIBIT L

Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Kary A. Lush

Acting United States Register of Copyrights and Director

Registration Number
PAu 3-928-564
Effective Date of Registration:
August 19, 2018

Title

Title of Work: Amazing Grace

Completion/Publication

Year of Completion: 2011
Preregistration: PRE2876010851

Author

- Author: alan elliott
Author Created: entire motion picture, production, editing
Citizen of: United States
Domiciled in: United States

Copyright Claimant

Copyright Claimant: alan elliott
1633 n stanley ave, los angeles, CA, United States

Rights and Permissions

Name: alan elliott
Email: alan@alanelliott.net
Telephone: (323)988-9692
Address: 1633 n stanley ave
los angeles, CA 90046 United States

Certification

Name: alan elliott
Date: August 19, 2018

00007A U0039285640202



EXHIBIT M

ASSIGNMENT OF INTEREST

Alan Elliott ("Elliott"), an individual, on behalf of himself and on behalf of his wholly owned, inactive corporation, AI's Records and Tapes, Inc. ("AI's"), in conformity with, and to restate and confirm the transfer of interest dated August 11, 2015 (attached hereto as Exhibit "A," which Elliott and AI's intended as a transfer of the rights identified here) hereby irrevocably sells, assigns, transfers and conveys all right title and interest ever owned by Elliott and/or AI's to Amazing Grace Movie, LLC, a California Limited Liability Company ("AGLLC") wholly owned by Elliott, in and to the motion picture documentary entitled "Amazing Grace" ("the Picture" or "Amazing Grace") and all related film, sound and materials, including, but not limited to:

- a. All physical film, sound and other materials of the Picture, including those used to make the film and those identified in the Quitclaim agreement and amendments between Warner Films and Elliott and AI's, attached as Exhibit "B" hereto;
- b. The documentary film, "Amazing Grace;"
- c. All rights of Elliott's and AI's to or related to the foregoing;
- d. All agreements, other documents and rights arising under the agreements attached hereto as Exhibit "B", and/or arising under any other agreements and documents related to the film or associated footage, sound, and related materials;
- e. All materials and art relating to the foregoing, including, without limitation, marketing and other materials related to the film or related materials transferred by Quitclaim to Elliott and AI's by Warner.

This agreement is retroactive to August 11, 2015.



Alan Elliott, individually and on behalf of AI's Records and Tapes



Alan Elliott, President of Amazing Grace Movie, LLC,
accepting on behalf of Amazing Grace Movie, LLC

EXHIBIT N

Buchalter

1000 Wilshire Boulevard
Suite 1500
Los Angeles, CA 90017
213.891.0700 Phone
213.896.0400 Fax

April 11, 2019

213.891.5018 Direct
sstrauss@buchalter.com

Library of Congress
Copyright Office
101 Independence, S.E.
Washington, DC 20559-6222

Re: Copyright Assignment for
Alan Elliott
Our Client/Matter No.: A2040-0002

Dear Sir/Madame:

Enclosed are documents for the assignment regarding the above-identified matter.
Attached to the assignment are the following:

1. Form DCS (in duplicate); and
2. Nunc Pro Tunc Copyright Assignment Agreement

If more information is required, please let us know.

Very truly yours,

pBUCHALTER
A Professional Corporation

By

Stephen J. Strauss

SJS:alh
Enclosures

buchalter.com

Los Angeles
Napa Valley
Orange County
Sacramento
San Diego
San Francisco
Scottsdale
Seattle



Form DCS (Document Cover Sheet)
For Recordation of Documents under 17 U.S.C. §205
UNITED STATES COPYRIGHT OFFICE

Privacy Act Notice: Sections 205 and 705 of title 17 of the *United States Code* authorize the Copyright Office to collect the personally identifying information (PII) requested on this form. PII is any personal information that can be used to identify, contact, or trace an individual, such as names, addresses, and telephone numbers. By providing this information, you are agreeing to the routine use of it to establish and maintain a public record, which includes appearing in the Office's paper and online public records and indexes, including the Office's online catalog, and in search reports prepared for the public. If you do not provide the information requested, recordation may be refused or delayed, and you may not be entitled to certain relief, remedies, and benefits under the copyright law.

Electronic Title List Enclosed

Declaration of Ownership in a Musical Work (DOMW)

If DOMW is checked, an electronic title list must be enclosed and "Electronic Title List Enclosed" must also be checked.

DO NOT WRITE IN THIS BOX

Volume _____ Document _____

SR# _____

Date of recordation M _____ D _____ Y _____
(ASSIGNED BY THE COPYRIGHT OFFICE)

Copyright Office fees are subject to change. For current fees, check the Copyright Office website at www.copyright.gov, write the Copyright Office, or call (202) 707-3000 or 1-877-476-0778 (toll free).

Send to: *Library of Congress, Copyright Office—DOC, LM 433, 101 Independence Avenue SE, Washington, DC 20559-6000*
If submitting a DOMW, send to: Copyright Office—DOMW, P.O. Box 71537, Washington, DC 20024-1537

To the Register of Copyrights: *Please record the accompanying document.*

IMPORTANT: *Please read all instructions for completing this form. If you have enclosed an electronic title list or if your document is a Declaration of Ownership in a Musical Work (DOMW), check the appropriate box(es) on the top of this page.*

- 1 Title of first work provided in document Amazing Grace
 Copyright Registration No.: PAu 3-928-564
- 2 Total number of titles in document 1
- 3 Page number(s) in document where titles information can be located 1
- 4 Amount of fee calculated \$ 105.00 *(Fees are to be calculated in accordance with 37 C.F.R. § 201.3(c))*
- 5 Fee enclosed Check Money Order
 Fee authorized to be charged to Copyright Office deposit account
 Deposit account number DA93025
 Deposit account name Buchalter, A Professional Corporation
- 6 Return receipt requested If checked, please enclose a second completed copy of this form and a self-addressed postage-paid envelope
- 7 Redacted document Check if document is redacted
 Check if a written justification for redacted material not enumerated in 37 C.F.R. § 201.4(d)(4)(i) is enclosed
- 8 English translation Check if an English translation of non-English material is enclosed

9 Document type
(Check the one that best describes the document.)

- Assignment Exclusive License Non-Exclusive License
- Change of Address Mortgage or Security Agreement
- Affidavit/Declaration/Certification Court Order Will
- Change of Name (e.g., via merger agreement, amendment to articles of incorporation)
- Other _____

10 Document's Date of Execution

April 11, 2019

11 Party Information

(Provide the names of all parties to the document and the nature of their respective relationships to the document, including which party, if any, is the current copyright owner of the works to which the document pertains. A mailing address must also be provided if submitting a DOMV and may be voluntarily provided for all other documents. If more space is needed, attach an additional sheet.)

Name Alan Elliott

Relationship Assignee

Number/Street 1633 North Stanley Apt/Suite _____

City Los Angeles State CA Zip 90046

Name Amazing Grace Movie, LLC

Relationship Assignor

Number/Street 1633 North Stanley Apt/Suite _____

City Los Angeles State CA Zip 90046

List continued on an attached additional sheet

12 Remitter Information and Certifications

(You, the individual actually submitting this form and the attached document to the Copyright Office, provide your contact information and make the required remitter certifications by signing your name. The Office may use this information to contact you about the submission and will send the certificate of recordation to the provided address if the document is successfully recorded.)

I certify under penalty of perjury under the laws of the United States of America that I have been given appropriate authority to submit this cover sheet, accompanying document, and any other enclosed materials to the U.S. Copyright Office for recordation, and all information I have submitted is true, accurate, and complete to the best of my knowledge.

I understand that any falsification or misrepresentation may subject me to civil or criminal liability. By signing my name below, I acknowledge that I have read and agree to these conditions.

Signature _____ Date 4/11/19

Name Stephen J. Strauss

Title/Organization Buchalter, A Professional Corporation

Number/Street 1000 Wilshire Boulevard Apt/Suite 1500

City Los Angeles State CA Zip 90017

Phone number 213-891-0700 Fax number 213-896-0400

Email lpdocket@buchalter.com; sstrauss@buchalter.com; aharvey@buchalter.com

If you are not a party to the document, describe your relationship to the document or the original parties to the document (e.g., duly authorized agent of a party, successor-in-interest to a party, duly authorized agent of a successor-in-interest to a party).

13 Document Certifications

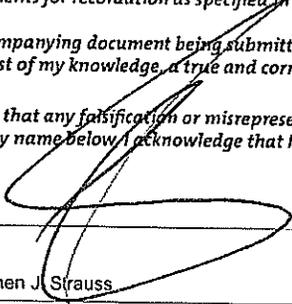
(These certifications can be made either by the remitter identified on the previous page or another individual.)

Original document enclosed Official certification enclosed

I certify under penalty of perjury under the laws of the United States of America that the following is true and correct: (Check the box next to each certification being made. The first is always required. The second is required if an original document or official certification is not enclosed. If a different individual is making each one, complete and attach an additional copy of this page.)

- The accompanying document being submitted to the U.S. Copyright Office for recordation satisfies, to the best of my knowledge, the signature, completeness, legibility, and, if redacted, redaction requirements for recordation as specified in 37 C.F.R. § 201.4.*
- The accompanying document being submitted to the U.S. Copyright Office for recordation is, to the best of my knowledge, a true and correct copy of the original, signed document.*

I understand that any falsification or misrepresentation may subject me to civil or criminal liability. By signing my name below I acknowledge that I have read and agree to these conditions.

Signature  Date 4/11/18

Name Stephen J. Strauss

Title/Organization Buchalter, A Professional Corporation

If the certifier is not a party to the document, describe the certifier's relationship to the document or the original parties to the document (e.g., duly authorized agent of a party, successor-in-interest to a party, duly authorized agent of a successor-in-interest to a party).

Certifier Information

(This information is only required if an individual other than the remitter identified on the previous page is making the above certifications.)

EXHIBIT O

NUNC PRO TUNC COPYRIGHT ASSIGNMENT AGREEMENT

THIS COPYRIGHT ASSIGNMENT AGREEMENT (the "Agreement"), made and entered into as of the last date of execution by the parties hereto (the "Effective Date") is by and between ALAN ELLIOTT, a citizen of the United States having a business address located at 1633 North Stanley Los Angeles, California 90046, ("ELLIOTT"); and AMAZING GRACE MOVIE, LLC, a California Limited Liability Company, having a business address at 1633 North Stanley Los Angeles, California 90046 ("AMAZING GRACE").

WHEREAS, ELLIOTT is the owner of all the right, title and interest in and to the copyright and copyright registration to the work identified as "Amazing Grace" covered by United States Copyright Registration No. PAu 3-928-564, issued by the United States Copyright Office on March 19, 2018; and

WHEREAS, AMAZING GRACE is desirous of acquiring said copyright and copyright registration.

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, and for other good and valuable consideration, the receipt of which are hereby acknowledged, ELLIOTT hereby acknowledges the assignment of, and assigns and transfers to AMAZING GRACE, its successors and assigns, ELLIOTT's entire right, title and interest throughout the world in and to the "Amazing Grace" copyright and copyright registration effective August 11, 2015, and further including all rights in and to all future works based upon, derived from, or incorporating the work covered by such copyright, all rights to file additional United States copyright applications therefore, all rights to the registrations to issue thereon and all rights to the renewals and extensions thereof; and any and all claims and demands ELLIOTT or his predecessors may have, at law or in equity, whether presently known, unknown, accrued

or to accrue, arising out of past or present copyright infringements of said copyright and copyright registration, including the right to recover for damages and compensation. Such right, title and interest in and to the "Amazing Grace" copyright and copyright registration identified above shall be held and enjoyed by AMAZING GRACE, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by ELLIOTT if this assignment and sale had not been made.

To the best of his knowledge, ELLIOTT hereby covenants and warrants that the rights and property herein conveyed are free and clear of any encumbrances inconsistent with this Agreement, and that ELLIOTT has full right to convey the entire interest herein assigned. ELLIOTT further represents that he owns the rights conveyed hereunder, that he has not previously sold, assigned or otherwise transferred any interest in the "Amazing Grace" copyright and copyright registration identified above and that he has not executed and will not at any time in the future execute any agreement in conflict herewith.

Executed this 11 day of April, 2019, at Los Angeles, California.

By 
Alan Elliott

Executed this 11 day of April, 2019, at Los Angeles, California.

AMAZING GRACE MOVIE, LLC

By 
Name: Alan Elliott
Title: President

EXHIBIT P

RECEIVED

FEB 11 1972

CFG

INTER-OFFICE MEMO
WARNER BROS. INC.

TO: CHARLES GREENLAW

FROM: ~~ED MOREY~~ RON BRUNO

SUBJECT: _____

DATE: FEBRUARY 10, 1972

COPIES TO: ED MOREY, ARTHUR SCHAEFER

As I indicated to you in our discussion, Phil Diezen of the Screen Actors Guild called me on 2-9-72 and stated that he had received a call from a member of the choral group which we had recorded and photographed in connection with the Aretha Franklin album. It was his understanding that we had paid the group a session fee for the recording but had not made payment for the photography.

As a result of our meeting with Ed Morey on 2-10-72, I advised Phil Diezen that his facts were correct. I asked him to regard the photography as, in effect, "a home movie". He agreed, with the stipulation that if and when we decide what to do with the film, we advise the Guild immediately and make SAG minimum payments (if appropriate) to the individual members of the choral group.



RON BRUNO

RB:grm

From the Desk of

JOYCE COLLING

2/7/72 - Had a call from Mary at Cinemobile (652-4800) requesting information on the Aretha Franklin documentary: producer, director, cinematographer

2/8/72 - Called Mary and told her there was no photographer, director was Sydney Pollack and they supplied the cinematographer - but that there was to be (per Mr. Greenlaw) NO publicity on it.

Right after the above call, Mike Elliott of Cinemobile called, re using the above information in their ads or, if they left out S. Pollack's name, could they just use "A.F. documentary-WB". Checked Mr. G., called Mike back and told him there was to be NO PUBLICITY ON THE DOCUMENTARY AT ALL. He said he would kill it in all their ads.

EXHIBIT Q

D O N A L D S O N ⊕ C A L L I F

April 14, 2016

VIA E-MAIL

Tom McGuire
WME Entertainment
9601 Wilshire Blvd.
Beverly Hills, CA 90210
[TMcGuire@wmeentertainment.com]

**RE: AMAZING GRACE, LLC / AMAZING GRACE / CHAIN OF TITLE
OPINION LETTER**

Dear Tom,

Enclosed please find the key documents (collectively, "Documents") establishing a clear Chain of Title with respect to the choir and choir master for the feature length documentary motion picture currently entitled *Amazing Grace* (the "Picture") about the iconic recording session by Aretha Franklin and the James Cleveland choir (the "Choir") on January 13, 1972 and January 14, 1972 (the "Amazing Grace Concert"). I have outlined a summary of the contents of the Documents as follows:

I. THE JAMES CLEVELAND CHOIR

Attached as Exhibit 1 are true and correct copies of appearance releases signed by members of the Choir (the "Choir Members"), all such releases dated and effective as of January 13, 1972, allowing Warner Bros., Inc. ("WB") to take motion picture and still photographs of them and/or sound recordings of their voices (collectively, the "Appearance") in connection with the production of a motion picture (the "Choir Appearance Releases"). You have represented to me that the twenty-nine (29) Choir Appearance Releases in Exhibit 1 are signed by all Choir Members who appear in the Amazing Grace Concert.

The Supreme Court has held that in order for a plaintiff to obtain an injunctive relief, the plaintiff must demonstrate: (1) that it has suffered an irreparable injury; (2) that remedies available at law are inadequate to compensate for that injury; (3) that considering the balance of hardships

MICHAEL C. DONALDSON

LISA A. CALLIF

DEAN R. CHELEY

CHRISTOPHER L. PEREZ

MARISA S. KAPUST

400 South Beverly Drive, Suite 400,
Beverly Hills, California, 90212
Office 310-277-8394 Fax 310-277-4870

New York Affiliate:
Gray Krauss Stratford Sandler Des Rochers LLP
New York, NY www.gksd-law.com 212-996-6700

between the plaintiff and defendant, a remedy in equity is warranted; and (4) that the public interest would not be disserved by a permanent injunction.¹ Courts have extended this rule to apply in copyright cases as well.² Here, enormous time, effort and many hours have been poured into this Picture by the filmmakers, WME Entertainment and various others. If Ms. Franklin can be compensated in dollars, certainly any choir member could be similarly compensated. No injunction could possibly issue in favor of the Choir or any individual Choir Member. Based on my review of the Choir Appearance Releases and the applicable law, it is my opinion that the Choir Members have no right to object to, enjoin, seek to enjoin, or bring any cause of action with respect to the production, distribution, exhibition, or other exploitation of the Picture.

With the exception of the signed appearance release by Jeanette Benford, all the Choir Appearance Releases contain a provision stating that, in the event WB actually releases a motion picture containing recordings of each respective Choir Member's singing voice, WB shall pay each Choir Member who signed such appearance release an amount equal to Screen Actors Guild ("SAG") minimum union scale for singers for the two days of the Amazing Grace Concert. The 1972 Minimum Bargaining Agreement ("MBA") for SAG is the applicable agreement to determine such fees. In the Choir Appearance Releases, the Choir Members expressly consent to be filmed, photographed, and recorded in connection with a motion picture about the Amazing Grace Concert, and the Choir Members expressly consent to the distribution and exhibition of such motion picture.

II. LOCATION AGREEMENT

Attached as Exhibit 2 is a true and correct copy of the location agreement ("Location Permit") dated and effective as of January 13, 1972, between WB and New Temple Missionary Baptist Church ("New Temple Missionary"), whereby New Temple Missionary agreed to allow WB to photograph and record scenes for a motion picture at such church, located at 8734 South Broadway, Los Angeles, California. New Temple Missionary expressly waived any right to sue or bring any action against WB in connection with any photographs or recordings obtained by WB pursuant to the Location Permit. Accordingly, based on my review of the Location Permit, it is my opinion that New Temple Missionary has no right to object to, enjoin, seek to enjoin, or bring any cause of action with respect to the production, distribution, exhibition, or other exploitation of the Picture.

III. CHOIR MASTER

Attached as Exhibit 3 is a true and correct copy of an inter-office memorandum, dated February 1, 1972, from Sydney Pollack to Charlie Greenlaw at WB with respect to the engagement of Alexander Hamilton, the choir master at the Amazing Grace Concert, to work with the editors of the motion picture about the Amazing Grace Concert to help sync the film (the "Hamilton Memorandum"). In the Hamilton Memorandum, Mr. Pollack notifies Mr. Greenlaw that Mr. Hamilton shall be paid a rate of \$200 per week for the aforementioned services. Based on my review of the Hamilton Memorandum, it is my opinion that Alexander Hamilton gave his implied

¹ See *eBay Inc. v. MercExchange, L.L.C.*, 547 U.S. 388 (2006).

² See, e.g., *Salinger v. Colting*, 607 F.3d 68 (2d Cir. 2010).

consent to appear in the Picture and that any services provided by Alexander Hamilton in connection with the Picture constitute a work made for hire under the 1909 Act. Accordingly, it is my opinion that Alexander Hamilton has no right to object to, enjoin, seek to enjoin, or bring any cause of action with respect to the production, distribution, exhibition, or other exploitation of the Picture.

IV. SYDNEY POLLACK

Attached as Exhibit 4 is a true and correct copy of an inter-office memorandum from WB, dated March 14, 1972 from Jack E. Freedman to Ken Mancebo with respect to Sydney Pollack's services in producing and directing the Amazing Grace Concert ("Pollack Memorandum"). In the Pollack Memorandum, the subject line is titled in part, "Aretha Franklin Project" and Mr. Freedman notifies Mr. Mancebo that WB has agreed to pay for Mr. Pollack's services in connection with that project. One wishes that there was further documentation with regards to Mr. Pollack's employment, but this is prima facie evidence that he was in fact employed, which is supported under the 1909 Act. Based on my review of the Pollack Memorandum, it is my opinion that the clear language establishes Mr. Pollack's services as work made for hire under the 1909 Act. For that reason, it is my opinion that Mr. Pollack's estate, heirs, assignees and/or representatives do not have any rights in or to the Amazing Grace Concert.

V. JAMES CLEVELAND

Attached as Exhibit 5 is a true and correct copy of a license agreement ("License Agreement), dated and effective as of January 13, 1972, between WB and James Cleveland, for the motion picture and sound recording rights to the Amazing Grace Concert. It is clear from the License Agreement that WB owns all motion picture and sound recording rights to "all performances and other activities" that took place during the Amazing Grace Concert. Of course, such a grant would not include the performance rights to the underlying composition, which will be licensed separately by you.

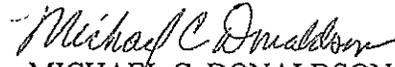
VI. CONCLUSION

In addition to the Documents reference above, I have reviewed, *inter alia*, all documents, agreements and correspondences which were sent to my office on April 8, 2016, including but not limited to a letter from Sydney Pollack to Aretha Franklin wherein he mentioned that he had been engaged by WB to film the Amazing Grace Concert, inter-office memoranda discussing such engagement of Sydney Pollack by WB to film the Amazing Grace Concert, and a license from WB to Alan Elliot for the right to use the Amazing Grace Concert footage shot by Sydney Pollack in connection with the Picture.

I have also spoken with the insurance broker at AON, Steven Carol, who obtained E & O insurance to cover all claims except for those by Aretha Franklin. He represented to me that Lionsgate may be added as an additional insured on the E & O insurance policy for the Picture at no extra cost. The deductible for that insurance is \$25,000 for each and every claim, inclusive of defense costs and damages, with limits of \$3,000,000 on each and every claim, inclusive of defense costs and damages, but a maximum of \$5,000,000 in the aggregate.

Please feel free to contact me if you have any questions or concerns.

Very Truly Yours,


MICHAEL C. DONALDSON

MCD/ejr

Enclosures:

Choir Appearance Releases
Location Permit
Hamilton Memorandum
Pollack Memorandum
License Agreement

EXHIBIT 1

Place 8734 50 BROADWAY
Date 1-13-72

Warner Bros. Inc.
Burbank, California

Gentlemen:

This will confirm my consent to your making motion picture and still photographs of me and/or sound recordings of my voice in connection with the production by you of a motion picture, and that you may distribute and exhibit all or any part thereof, by any media, throughout the world, without restriction.

This consent is given to you in order to induce you to make such photographs and/or sound recordings and in consideration therefor.

Yours very truly,

Witness:
Joseph Capshaw

LEANETTE BENFORD
Name 373 LAUSANNE DR
SAN. DIEGO
Address

CF

Place _____

Date JANUARY 13, 1972

Warner Bros. Inc.
Burbank, California

Gentlemen:

This will confirm my consent to your making motion picture and still photographs of me and/or sound recordings of my voice in connection with the production by you of a motion picture, and that you may distribute and exhibit all or any part thereof, by any media, throughout the world, without restriction.

This consent is given to you in order to induce you to make such photographs and/or sound recordings and in consideration therefor.

In the event you shall actually release a motion picture containing recordings of my singing voice (whether as a member of a choir or otherwise), you agree to pay me an amount equal to Screen Actors Guild minimum union scale for singers for the two days, January 13 and January 14, 1972.

Yours very truly,

Christine Adams
Name CHRISTINE ADAMS

1035 So CLOVERDALE AVENUE
Address

Witness:

Ginette Thomas

Place _____

Date January 13, 1972

Warner Bros. Inc.
Burbank, California

Gentlemen:

This will confirm my consent to your making motion picture and still photographs of me and/or sound recordings of my voice in connection with the production by you of a motion picture, and that you may distribute and exhibit all or any part thereof, by any media, throughout the world, without restriction.

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In the event you shall actually release a motion picture containing recordings of my singing voice (whether as a member of a choir or otherwise), you agree to pay me an amount equal to Screen Actors Guild minimum union scale for singers for the two days, January 13 and January 14, 1972.

Yours very truly,

Ronzo Atkins
Name

2205 Crenshaw
Address

Witness:

Ginette Bonas

(22)

Place _____

Date January 13, 1972

Warner Bros. Inc.
Burbank, California

Gentlemen:

This will confirm my consent to your making motion picture and still photographs of me and/or sound recordings of my voice in connection with the production by you of a motion picture, and that you may distribute and exhibit all or any part thereof, by any media, throughout the world, without restriction.

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In the event you shall actually release a motion picture containing recordings of my singing voice (whether as a member of a choir or otherwise), you agree to pay me an amount equal to Screen Actors Guild minimum union scale for singers for the two days, January 13 and January 14, 1972.

Yours very truly,

Lucy Ayers
Name

15548 So. Lorella Ave.
Address

Witness:
Genette Thomas

Place _____

Date 1-13-72

Warner Bros. Inc.
Burbank, California

Gentlemen:

This will confirm my consent to your making motion picture and still photographs of me and/or sound recordings of my voice in connection with the production by you of a motion picture, and that you may distribute and exhibit all or any part thereof, by any media, throughout the world, without restriction.

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In the event you shall actually release a motion picture containing recordings of my singing voice (whether as a member of a choir or otherwise), you agree to pay me an amount equal to Screen Actors Guild minimum union scale for singers for the two days, January 13 and January 14, 1972.

Yours very truly,

James A. Brownfield
Name

2942 1/2 S. Brownson, L.A. Cal.
Address
90018

Witness:

Gisette Thomas

Place _____

Date Jan. 13, 1972

Warner Bros. Inc.
Burbank, California

Gentlemen:

This will confirm my consent to your making motion picture and still photographs of me and/or sound recordings of my voice in connection with the production by you of a motion picture, and that you may distribute and exhibit all or any part thereof, by any media, throughout the world, without restriction.

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Yours very truly,

Karen Bryant
Name

3774 Ruthven
Address L.A. Ca 90018

Witness:

Annelle Thomas

(4)

Place _____

Date 1-13-72

Warner Bros. Inc.
Burbank, California

Gentlemen:

This will confirm my consent to your making motion picture and still photographs of me and/or sound recordings of my voice in connection with the production by you of a motion picture, and that you may distribute and exhibit all or any part thereof, by any media, throughout the world, without restriction.

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In the event you shall actually release a motion picture containing recordings of my singing voice (whether as a member of a choir or otherwise), you agree to pay me an amount equal to Screen Actors Guild minimum union scale for singers for the two days, January 13 and January 14, 1972.

Yours very truly,

Sydney Drake
Name

1250 W. 45th St. L.A.
Address

Witness:

Janette Thomas

Place Newport

Date 1-13-72

Warner Bros. Inc.
Burbank, California

Gentlemen:

This will confirm my consent to your making motion picture and still photographs of me and/or sound recordings of my voice in connection with the production by you of a motion picture, and that you may distribute and exhibit all or any part thereof, by any media, throughout the world, without restriction.

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In the event you shall actually release a motion picture containing recordings of my singing voice (whether as a member of a choir or otherwise), you agree to pay me an amount equal to Screen Actors Guild minimum union scale for singers for the two days, January 13 and January 14, 1972.

Yours very truly,

May Ann Hall
Name

8311 1/2 Harvard
Address

Witness:

Genevieve Thomas

(3)

Place _____

Date 1-13-72

Warner Bros. Inc.
Burbank, California

Gentlemen:

This will confirm my consent to your making motion picture and still photographs of me and/or sound recordings of my voice in connection with the production by you of a motion picture, and that you may distribute and exhibit all or any part thereof, by any media, throughout the world, without restriction.

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In the event you shall actually release a motion picture containing recordings of my singing voice (whether as a member of a choir or otherwise), you agree to pay me an amount equal to Screen Actors Guild minimum union scale for singers for the two days, January 13 and January 14, 1972.

Yours very truly,

Donna J. Hammond
Name

1206 Cloverdale Ave.
Address

Witness:
Joseph J. Swales

④

Place _____

Date 1-13-72

Warner Bros. Inc.
Burbank, California

Gentlemen:

This will confirm my consent to your making motion picture and still photographs of me and/or sound recordings of my voice in connection with the production by you of a motion picture, and that you may distribute and exhibit all or any part thereof, by any media, throughout the world, without restriction.

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Yours very truly,

Betty Hollins
Name

1560 S. Carson Ave.
Address

Witness:

Quetta Thomas

2

Place _____

Date 1-13-72

Warner Bros. Inc.
Burbank, California

Gentlemen:

This will confirm my consent to your making motion picture and still photographs of me and/or sound recordings of my voice in connection with the production by you of a motion picture, and that you may distribute and exhibit all or any part thereof, by any media, throughout the world, without restriction.

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Yours very truly,

Josephine Howard
Name

1206 Colverdale Ave
Address

Witness:

Hanna J. Hammond

Place _____

Date 1/13/71

Warner Bros. Inc.
Burbank, California

Gentlemen:

This will confirm my consent to your making motion picture and still photographs of me and/or sound recordings of my voice in connection with the production by you of a motion picture, and that you may distribute and exhibit all or any part thereof, by any media, throughout the world, without restriction.

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Yours very truly,

Sherman James
Name

4218 Degussa L.A. 90008
Address

Witness:

Guette Thomas

(27)

Place _____

Date 1-13-72

Warner Bros. Inc.
Burbank, California

Gentlemen:

This will confirm my consent to your making motion picture and still photographs of me and/or sound recordings of my voice in connection with the production by you of a motion picture, and that you may distribute and exhibit all or any part thereof, by any media, throughout the world, without restriction.

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Yours very truly,

Dolores Jones
Name

221 E 53 St
Address

Witness:

Genette Thomas

Place _____

Date January 13, 1972

Warner Bros. Inc.
Burbank, California

Gentlemen:

This will confirm my consent to your making motion picture and still photographs of me and/or sound recordings of my voice in connection with the production by you of a motion picture, and that you may distribute and exhibit all or any part thereof, by any media, throughout the world, without restriction.

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Yours very truly,

Johanne Pearl Knop
Name

2677 Raymond Ave.
Address

Witness:

Genette Thomas

Place _____
Date Jan. 13, 1972

Warner Bros. Inc.
Burbank, California

Gentlemen:

This will confirm my consent to your making motion picture and still photographs of me and/or sound recordings of my voice in connection with the production by you of a motion picture, and that you may distribute and exhibit all or any part thereof, by any media, throughout the world, without restriction.

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Yours very truly,

Margorie Lupper
Name

3814 S. Heaster Ave.
Address

L.A., Calif. 90062

Witness:

Gnette Stearns

(13)

Place _____

Date January 13, 1972

Warner Bros. Inc.
Burbank, California

Gentlemen:

This will confirm my consent to your making motion picture and still photographs of me and/or sound recordings of my voice in connection with the production by you of a motion picture, and that you may distribute and exhibit all or any part thereof, by any media, throughout the world, without restriction.

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Yours very truly,

Charles May
Name

4322 8th Avenue
Address

Los Angeles, Calif. 90008

Witness:

Genette Thomas

Place _____

Date 1-13-72

Warner Bros. Inc.
Burbank, California

Gentlemen:

This will confirm my consent to your making motion picture and still photographs of me and/or sound recordings of my voice in connection with the production by you of a motion picture, and that you may distribute and exhibit all or any part thereof, by any media, throughout the world, without restriction.

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Yours very truly,

James L. McKeath

Name

1703 1/2 S. Alhambra Ave.

Address

Witness:

Genette Thomas

5

Place _____

Date 1-13-72

Warner Bros. Inc.
Burbank, California

Gentlemen:

This will confirm my consent to your making motion picture and still photographs of me and/or sound recordings of my voice in connection with the production by you of a motion picture, and that you may distribute and exhibit all or any part thereof, by any media, throughout the world, without restriction.

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Yours very truly,

Esther Ruth Nelson
Name

1850 W 35th Pl
Address
Los Angeles, 90018

Witness:

Genevieve Thomas

(12)

Place _____

Date 1-13-72

Warner Bros. Inc.
Burbank, California

Gentlemen:

This will confirm my consent to your making motion picture and still photographs of me and/or sound recordings of my voice in connection with the production by you of a motion picture, and that you may distribute and exhibit all or any part thereof, by any media, throughout the world, without restriction.

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Yours very truly,

Stanley B. Miller.
Name

2205 So. Cimarron Blvd. L. A.
Address

Witness:

Guette Thomas

Place _____

Date Jan 13

Warner Bros. Inc.
Burbank, California

Gentlemen:

This will confirm my consent to your making motion picture and still photographs of me and/or sound recordings of my voice in connection with the production by you of a motion picture, and that you may distribute and exhibit all or any part thereof, by any media, throughout the world, without restriction.

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Yours very truly,

Linda Jean Overland
Name

1963 17th Street #4 Santa Monica
Address
Calif.
90404

Witness:

Guette Thomas

6

Place _____

Date 1-13-72

Warner Bros. Inc.
Burbank, California

Gentlemen:

This will confirm my consent to your making motion picture and still photographs of me and/or sound recordings of my voice in connection with the production by you of a motion picture, and that you may distribute and exhibit all or any part thereof, by any media, throughout the world, without restriction.

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Yours very truly,

Bushi Park
Name

875 EAST 22nd St
Address

Witness:

Arnette Thomas

Place _____

Date 1/13/72

Warner Bros. Inc.
Burbank, California

Gentlemen:

This will confirm my consent to your making motion picture and still photographs of me and/or sound recordings of my voice in connection with the production by you of a motion picture, and that you may distribute and exhibit all or any part thereof, by any media, throughout the world, without restriction.

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Yours very truly,

Linda J. Payton
Name

4014 West Blvd. #B
Address L.A. Ca. 90008

Witness:

Ganette Thomas

Place _____

Date 1-13-72

Warner Bros. Inc.
Burbank, California

Gentlemen:

This will confirm my consent to your making motion picture and still photographs of me and/or sound recordings of my voice in connection with the production by you of a motion picture, and that you may distribute and exhibit all or any part thereof, by any media, throughout the world, without restriction.

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Yours very truly,

Siene McCalliff
Name

3814 S. Westmore Ave.
Address

Witness:

Gnette Thomas

Place _____

Date Jan 13 1972

Warner Bros. Inc.
Burbank, California

Gentlemen:

This will confirm my consent to your making motion picture and still photographs of me and/or sound recordings of my voice in connection with the production by you of a motion picture, and that you may distribute and exhibit all or any part thereof, by any media, throughout the world, without restriction.

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Yours very truly,

Gilbert Stanley
Name

8440 Sunset Blvd. #616
Address
Hollywood, Calif. 90069

Witness:

Genevieve Thomas

(1)

Place New Temple Bapt. Church
873d So. Broadway

Date January 13, 1972

Warner Bros. Inc.
Burbank, California

Gentlemen:

This will confirm my consent to your making motion picture and still photographs of me and/or sound recordings of my voice in connection with the production by you of a motion picture, and that you may distribute and exhibit all or any part thereof, by any media, throughout the world, without restriction.

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Yours very truly,

Annelle May Thomas
Name

4115 Garthwaite Ave
Address
Los Angeles, Calif 90008

Witness:

Thurston G. Franje

C11

Place _____

Date 1/13/72

Warner Bros. Inc.
Burbank, California

Gentlemen:

This will confirm my consent to your making motion picture and still photographs of me and/or sound recordings of my voice in connection with the production by you of a motion picture, and that you may distribute and exhibit all or any part thereof, by any media, throughout the world, without restriction.

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Yours very truly,

Bobby Washington
Name

2315 Hauser Blvd
Address
L.A. Calif 90016

Witness:

Gwendolyn Thomas

9

Place _____

Date January 13, 1972

Warner Bros. Inc.
Burbank, California

Gentlemen:

This will confirm my consent to your making motion picture and still photographs of me and/or sound recordings of my voice in connection with the production by you of a motion picture, and that you may distribute and exhibit all or any part thereof, by any media, throughout the world, without restriction.

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Yours very truly,

Mr. Andrew Lawrence

Name

2076 S. Howard Blvd #4

Address

Witness:

Genevieve Thomas

419

Place _____

Date Jan 13 1975

Warner Bros. Inc.
Burbank, California

Gentlemen:

This will confirm my consent to your making motion picture and still photographs of me and/or sound recordings of my voice in connection with the production by you of a motion picture, and that you may distribute and exhibit all or any part thereof, by any media, throughout the world, without restriction.

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Yours very truly,

Mrs Barbara Ann Wilson
Name

2817 Tacana #9 L.A. 90008
Address

Witness:

Guvette Thomas

EXHIBIT 2

WARNER BROS. INC.

LOCATION PERMIT

Dated January 13, 1972

NEW TEMPLE MISSIONARY BAPTIST CHURCH 8734 South Broadway, Los Angeles, California
(Name) (Business Address) (~~1968~~)

hereby grants to WARNER BROS. INC. (herein called "Company"), and its employees, agents, independent producers, contractors and suppliers, permission to enter upon and use the property located at _____

same as above

for the purpose of photographing and recording certain scenes for a motion picture commencing on or about January 13, 1972 (subject to change on account of weather conditions or changes in production schedule) and continuing until completion of all scenes and work required.

Company may place all necessary facilities and equipment, including temporary sets, on the property, and agrees to remove the same after completion of work and leave the property in as good condition as when received, reasonable wear and tear from uses permitted herein excepted. Signs on the property may, but need not, be removed or changed, but, if removed or changed, must be replaced.

Company agrees to use reasonable care to prevent damage to said property, and will indemnify the owner, and all other parties lawfully in possession of said property, and hold each of them harmless from any claims and demands of any person or persons arising out of, or based upon, personal injuries, death or property damage suffered by such person or persons resulting directly from any act of negligence on Company's part in connection with the work hereunder.

All rights of every kind in and to all photographs and sound recordings made hereunder shall be and remain vested in Company, and its successors, assigns and licensees, and neither the owner nor any tenant, or other party now or hereafter having an interest in said property, shall have any right of action against Company or any other party arising out of any use of said photographs and/or sound recordings, whether or not such use is, or may be claimed to be, defamatory, untrue or censorable in nature.

This is the entire agreement. No other authorization is necessary to enable Company to use the property for the purposes herein contemplated.

ACCEPTED:

WARNER BROS. INC.

By _____

Production Manager

NEW TEMPLE MISSIONARY BAPTIST CHURCH

By Rev. L. Birken
Its

EXHIBIT 3

RECEIVED

INTER-OFFICE MEMORANDUM

FEB 8 1972

CFG

TO CHARLIE GREENLAW DATE FEBRUARY 1, 1972
FROM SYDNEY POLLACK SUBJECT ARETHA FRANKLIN PROJECT

Dear Charlie:

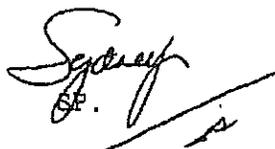
I have enlisted the services of Alexander Hamilton, Choir Master on the ARETHA FRANKLIN project. He will be working with the editors to help sync the film.

His work commenced February 2, and I agreed to pay him at the rate of \$200. per week.

Would you please make the necessary arrangements for him to be paid.

Thank you.

/ss
(dictated by phone)



SP.

T 02534

EXHIBIT 4

INTER-OFFICE MEMO

WARNER BROS. INC.

TO: KEN MANCEBO FROM: JACK E. FREEDMAN

SUBJECT: ARETHA FRANKLIN PROJECT - Sanford Productions

DATE: <u>March 14, 1972</u>	COPIES TO:	<u>F. Wells</u>	<u>B. Wallace</u>
		<u>F. Knecht</u>	
		<u>C. Greenlaw</u>	<u>D. Brown</u>
		<u>E. Morey</u>	<u>S. Kiwitt</u>

We have agreed to pay to Sanford Productions the sum of \$1,500 for Sidney Pollack's services in producing and directing this project. We will be billed later for DGA contributions.

Please prepare the check and send it to me for transmittal with an appropriate letter.

JEF:jf



J.E.F.

EXHIBIT 5

WARNER BROS. INC.

4000 WARNER BLVD. • BURBANK, CALIFORNIA 91505 • (213) 843-6000

CABLE ADDRESS: WARBROS

Dated 1/13/72

Mr. James Cleveland

Dear Sir:

This will confirm our agreement as follows:

1. We understand you are entering into an agreement with Atlantic Records concerning a recording session featuring Aretha Franklin, which will be conducted at the New Temple Missionary Baptist Church located at 8734 South Broadway, Los Angeles, California. In this connection, you hereby grant to us all motion picture rights of every kind and character whatsoever in and to all performances and other activities at said recording session. It is understood that this session will take place on two separate days, i.e., January 13 and January 14, 1972.

2. We agree that in the event we shall actually produce and release, in any media, a motion picture comprised substantially in whole of scenes photographed and recorded hereunder, we will, within 5 days after such release, pay you the sum of \$1500.00, and, in addition thereto, we will pay to each of the members of the Church Choir who participate in the recording sessions and whose voices are on the sound track of such motion picture, an amount equal to Screen Actors Guild minimum union scale for singers for the two days involved. You agree to obtain and deliver to us signed clearances from each of such Choir members before we shall be obligated to make such payments. You also agree to deliver to us, concurrently with the execution of this agreement, a location permit in our usual form executed by said New Temple Missionary Baptist Church, copies of which are provided to you herewith.

3. Without limiting paragraph 1 hereof, to the extent that material recorded hereunder consists of original musical material owned or controlled by you, you hereby grant to us unlimited, but not exclusive, synchronization and performing rights in and to such material.

4. You represent and warrant that you have full power and authority to enter into this agreement, and to permit us to make motion picture and sound recordings of said recording session.

Very truly yours,

WARNER BROS. INC.

By [Signature]
Its

AGREED TO:

[Signature]
JAMES CLEVELAND

EXHIBIT R

"ARETHA FRANKLIN CONCERT FOOTAGE (1972)"
a/k/a AMAZING GRACE

DGA BUYER'S ASSUMPTION AGREEMENT

For valuable consideration, the undersigned

AMAZING GRACE FILM LLC

(hereinafter referred to as "Buyer") hereby agrees with WARNER BROS. PICTURES, a division of WB Studio Enterprises Inc. ("Employer") that "ARETHA FRANKLIN CONCERT FOOTAGE (1972)" a/k/a AMAZING GRACE ("the Picture") is subject to the Directors Guild of America Basic Agreement of 2014 and particularly to the provisions of Articles 18 and 19 and Sideletter No. 15 thereof:

(1) Article 18 thereof, pertaining to additional payments to Employees and the Pension Plan when motion pictures which are covered by said Article are released in Supplemental Markets; and

(2) Article 19 thereof, pertaining to additional payments to Employees and the Pension Plan when motion pictures which are covered by said Article are released to free television.

(3) Sideletter No. 15 thereof, pertaining to additional payments to Employees and the Pension Plan when motion pictures which are covered by such Sideletter are released in New Media.

Buyer is purchasing rights in the following territories and media (indicate those that are applicable):

Territory:

Domestic (the U.S. and Canada, and their respective possessions and territories)

Foreign (the world excluding the U.S. and Canada and their respective possessions and territories)

Other (please describe):

Media:

All

Home Video

Pay Television

_____ Free Television

_____ New Media

_____ Other (please describe):

_____ See description, attached hereto as Exhibit "A" and incorporated herein by reference.

Buyer hereby agrees, expressly for the benefit of the Directors Guild of America, hereinafter called "the DGA" or "the Guild," as representative of the Employees who rendered services on the Picture, and for the benefit of the Pension Plan, when the Picture is telecast on free television or exhibited in Supplemental Markets or New Media (as applicable), to assume and be bound by Employer's obligation thereunder to make the additional payments required thereby, if any, with respect to the territories and media referred to above, as provided in the applicable Article(s) and/or Sideletter referred to hereinabove (all such payments are collectively hereinafter referred to as "Residuals"). Buyer, for and on behalf of the Employer, shall make all Social Security, withholding, unemployment insurance and disability insurance payments required by law with respect to the additional compensation referred to in the preceding sentence.

It is expressly understood that the right of Buyer to license the Picture for exhibition on free television or in Supplemental Markets (as applicable), or to exhibit or cause or permit the Picture to be exhibited on free television or in Supplemental Markets or New Media (as applicable), shall be subject to and conditioned upon the prompt payment of Residuals with respect to the territories and media referred to above in accordance with said applicable Article(s). It is agreed that the Guild, in addition to all other remedies, shall be entitled to injunctive relief against Buyer in the event such payments are not made.

To the extent that Employer has executed a security agreement and financing statement in the Guild's favor in the Picture and related collateral as defined in the DGA-Producer Security Agreement ("DGA Security Interest"), Buyer agrees and acknowledges that Buyer's rights to the Picture acquired pursuant to the Purchase Agreement (to the extent those rights are included in the collateral covered by the Security Agreement) are subject and subordinate to the DGA Security Interest. Buyer further agrees to execute a security agreement, mortgage of copyright, UCC-1, and other UCC documentation and any other document required under the Basic Agreement or necessary or desirable in the Guild's discretion to continue the DGA Security Interest. The Guild agrees that so long as Residuals with respect to the Picture for all the territories and media referred to above are timely paid in accordance with said applicable Article(s) and/or Sideletter, that the Guild will not exercise any rights under the DGA Security Interest which would in any way interfere

with the rights of the Buyer to distribute the Picture and receive all revenues from such distribution.

The Guild further agrees that if it exercises its rights as a secured party, it will dispose of collateral which encompasses any of Buyer's rights or interests in, or physical items relating to, the Picture, only to a transferee which agrees in writing to be bound by the Guild's obligations under this Assumption Agreement.

Within a reasonable time after the expiration of each calendar quarter, but not exceeding sixty (60) days, Buyer will furnish or cause to be furnished to the Guild a written report showing the "Employer's gross" during the preceding quarter from the distribution of the Picture by Buyer on free television or in Supplemental Markets or New Media (as applicable) with respect to which Buyer is required to make payments hereunder (whether distributed by Buyer or through another distributor).

Buyer shall also make available for inspection by the Guild all distributor's statements delivered to Buyer insofar as they relate to such "Employer's gross." The Guild shall have the right at reasonable times to examine the books and records of Buyer as to such "Employer's gross" pertaining to such distribution on free television or in Supplemental Markets or New Media (as applicable) of the Picture. If Buyer shall fail to make such payments required under Articles 18 and 19 as and when due and payable, interest shall accrue at the rate of one percent (1%) per month on the unpaid balance thereof commencing to accrue from the date payment is due.

In the event of any sale, assignment or transfer of Buyer's distribution or exhibition rights in the Picture, Buyer shall remain liable for the Residuals, with respect to the territories, media and term referred to above, unless Buyer obtains an executed Buyer's Assumption Agreement and other documents required by the Guild from such purchaser, assignee or transferee and the Guild approves in writing the financial responsibility of the party obtaining such rights. The Guild agrees that it will not unreasonably withhold its approval of the financial responsibility of any such purchaser, assignee or transferee. Nothing herein shall release the Employer of its obligations under any other agreement between Employer and the Guild relating to the Picture, unless the Employer has been relieved of liability as elsewhere provided in Article 22.

If the Guild does not approve in writing the financial responsibility of the party obtaining such rights, this Buyer's Assumption Agreement shall remain effective and binding upon Buyer.

Buyer and the Guild hereby agree that all disputes based upon, arising out of or relating to this Assumption Agreement, other than the Guild's entitlement to injunctive or other equitable relief, shall be submitted to final and binding arbitration in accordance with the arbitration provisions contained in the Basic

Agreement. Notwithstanding the foregoing, Buyer agrees and acknowledges that the Guild is not precluded by this or any other provision of this Assumption Agreement from obtaining from a court injunctive relief or any other legal remedy at any time prior to arbitration or issuance of an arbitration award. The right to obtain injunctive relief from a court shall be applicable whether an arbitration proceeding has or has not been initiated, and further, without limitation, shall be applicable in conjunction with a proceeding to confirm and enforce an arbitration award against Buyer.

THIS BUYER'S ASSUMPTION AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA AND THE UNITED STATES, AS THE SAME WOULD BE APPLIED BY A FEDERAL COURT IN CALIFORNIA WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS. The Guild and Buyer agree that any arbitration or legal action or proceeding brought to interpret or enforce the provisions of this Buyer's Assumption Agreement (including an action to compel arbitration or a petition to vacate an arbitration award) shall be held or brought in Los Angeles County, California, and Buyer irrevocably submits to the jurisdiction of the federal and state courts therein. Notwithstanding the foregoing, the Guild, at its option, may bring a legal action or proceeding outside California under the following circumstances: (i) if Buyer has no principal place of business in California; or (ii) whether or not Buyer has a principal place of business in California, to enforce or execute upon an arbitration award or court order or judgment, in any jurisdiction in which Buyer's assets are located (and Buyer irrevocably submits to the jurisdiction of the courts of such places for purposes of such execution or enforcement).

Buyer consents to service of process by personal delivery or by certified or registered mail, return receipt requested, to Buyer's general counsel or to Buyer's representative identified below or by first class mail to Buyer when Buyer has not designated a representative or a general counsel, or by any other method permitted by law.

DATE 12.18.18

BUYER: AMAZING GRACE FILM LLC

ADDRESS 1633 N STANLEY AVE, LOS ANGELES, CA 90046

BY  ALAN ELLIOTT

BUYER'S REPRESENTATIVE OR GENERAL COUNSEL

EXHIBIT S

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. CREDIT / ESTATE PERQUISITES:

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

- (a) Starring Credit: Above the title, but after the "presentation" credits, on a separate card: "ARETHA FRANKLIN" (the "Starring Credit"); and
- (b) Producer Credit: In the same section of the credits as other "Produced By" or "Producer" credits are given and in no less size or prominence than the "Produced By" or "Producer" credit given to Elliott: "Produced by Aretha Franklin" (the "Producer Credit").

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

Such credits shall also be given to 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. REPRESENTATION AND WARRANTY OF AUTHORITY.

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 its 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

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 AI'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]

EXHIBIT A

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

EXHIBIT R ANCILLARY RIGHTS

<p>R1. Estate Approval/ Consultation Categories</p>	<p><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.</p> <p><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.</p> <p><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).</p>
<p>R2. Term to Exploit AE Ancillary Rights</p>	<p>In perpetuity.</p>
<p>R3. Scope of Rights granted to AE generally (subject to restrictions on exploitation as set forth in this Exhibit R)</p>	<p>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".</p> <p>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.</p>

R4. Music Video Rights (Category 3 and limited Category 2)	<p>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%).</p>
R5. Customary Merchandising Items Related to Film (Category 3)	<p>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 <u>only</u> 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%.</p>
R6. Out-Takes/Behind- the-Scenes Footage/Images (Category 2)	<p>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).</p>
R7. Clip Rights (Category 2)	<p>Approved clips at 25% of 100% to Estate. Cannot infringe on R11 – R13, and R15.</p>

<p>R8. Live/Performance Rights (Categories 2 or 3)</p>	<ol style="list-style-type: none"> 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. <p>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.</p>
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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)	_____

<p>R18. Compensation to Estate for Ancillary Rights uses permitted per this Exhibit R</p>	<p>“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.</p> <p>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.</p>
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EXHIBIT T

GFX/PAYplus Connect Message Print - Message Inquiry Display Dialog Box

User: b6jmm Bank: HEARTLAND FINANCIAL Date: 04/02/19 14:02:48

Message Status: PNRM
Seq Num: 20190840026700 Related Seq Num: 20190840038300
Pay Method: FED Output Message ID: FTI0811
Date Recvd: 03/25/2019 06:49:06 Value Date: 03/25/2019

Sender: 107006541, Receiver: 122016066
Amount: \$250,000.00

Debit info --

Account: 6136832 Inst: 006 Br: 011 Type: D7
Name: NEW MEXICO STATE BAR FOUNDATION IOLTA
Addr1: FREEDMAN BOYD HOLLANDER GOLDBERG
Addr2: URIAS & WARD PA
Addr3: 20 FIRST PLAZA STE 700
Addr4: ALBUQUERQUE NM 87102

Credit info --

Rcvr: 122016066
Name: CITY NATIONAL BANK
Addr1:
Addr2:
Addr3:
Addr4:

Advice: Dept: DEPT1 Trancode: DOMESTIC
Category: Linesheet: Create Template:

Message Text:

Sndr Info	{1500}	30	P
Msg Type	{1510}	1000	
IMAD	{1520}	20190325L1LFB83C000069*	
Amount	{2000}	000025000000	
Sender DI	{3100}	107006541	
Sndr Ref	{3320}	20190840026700*	
Rcvr DI	{3400}	122016066	
Bus Func	{3600}	CTR	
BNF	{4200}	D112363173*	
		ICM LLC CLIENT ACCOUNT*	
ORG	{5000}	D6136832*	
		NEW MEXICO STATE BAR FOUNDATION IOL*	
		FREEDMAN BOYD HOLLANDER GOLDBERG*	
		URIAS & WARD PA*	
		20 FIRST PLAZA STE 700*	
OBI	{6000}	RE: ARETHA FRANKLIN ESTATE /*	
		AMAZING GRACE*	

EXHIBIT U

The Law Offices of
Dennis Angel
1075 Central Park Avenue, Suite 306
Scarsdale, New York 10583

Telephone: (914) 472-0820
Email: requests@dangelesq.com
Website: www.dangelesq.com

Of Counsel:
Robert Angel
Washington, D.C.
Rebecca A. Moodie

April 4, 2019

Via E-mail

Ms. Stacey Smith
Amazing Grace Movie, LLC
130 West 25th St. Suite 12-A
New York, NY 10001

Request: **TITLE REPORT AND OPINION**
Re: **AMAZING GRACE**

Dear Stacey:

You have advised us that Amazing Grace Movie, LLC wishes to use the above title for a documentary motion picture presenting the live recording of Aretha Franklin's album "Amazing Grace" at The New Bethel Baptist Church in Watts, Los Angeles in January 1972.

The following compilations, indices and records have been checked for possible uses of the above title:

- o Works registered for United States copyright from 1946 to date, including motion pictures, television, books, periodicals and contributions, screenplays, teleplays, scripts, plays, music, artwork and other works.
- o The United States Patent and Trademark Office records for all classes of marks, currently registered or pending.
- o Professional and Industry subscription sources, indices and collections compiled in our own library as well as The Library of Congress for the following: motion pictures, television, video, digital/new media, plays, radio, literature, music, etc.
- o Various Internet search engines for website references and domain name registrations.

The search discloses:

MOTION PICTURES

1. **AMAZING GRACE**: 2019 motion picture about Aretha Franklin's 1972 performance, from Al's Records and Tapes/Sundial Films, produced by Alan Elliott, Joe Boyd, Aretha Franklin, et al., starring James Cleveland, Alonzo Atkins, Aretha Franklin, et al., distributed by Neon and Entract Films.

2. **AMAZING GRACE**: 2011 Japanese motion picture from Earl Grey Film, et al., written by Ren Shirakawa, produced by Kazuaki Kubo and Hiroyuki Saekim, directed by Koji Kawano, starring Shunsuke Kubozuka, Daizo Miyata, et al.

3. **AMAZING GRACE**: 2006 motion picture from Walden Media, FourBoys Entertainment, Sunflower Productions and Bristol Bay Productions, written by Steven Knight, produced by Terrence Malick, Edgard R. Pressman, et al., starring Ioan Gruffudd, Albert Finney, Benedict Cumberbatch, et al., distributed by Samuel Goldwyn Films and Roadside Attractions.

4. **The AMAZING GRACE**: 2006 French motion picture from Jet Amata Concepts, written, produced and directed by Jeta Amata, et al., starring Nick Moran, Scott Cleverdon, Mbong Amata, et al., distributed by Nu Metro Productions.

5. **AMAZING GRACE**: 2000 motion picture from Mandolin Entertainment, produced by Kevin Bernhardt and Mimi Polk Gitlin, directed by Luis Mandoki.

6. **AMAZING GRACE**: English title for the 1992 Israeli motion picture from Amazing Grace Productions Ltd., written and directed by Amos Guttman, produced by Doron Preiss, starring Sharon Alexander, Aki Avni, Ishai Golan, et al., distributed by Midbar Films.

7. **AMAZING GRACE**: 1974 motion picture written by Matt Robinson, produced by Stan Lathan and Matt Robinson, directed by Stan Lathan, starring Moms Mabley, Slappy White, Rosalind Cash, et al., distributed by United Artsits.

There are motion picture shorts titled **AMAZING GRACE**.

TELEVISION

AMAZING GRACE: 1995 television series from MA Pearce Productions, NBC Studios, et al., created by Deborah Jones, produced by Jonathan Estrin, Shelley List, et al., starring Patty Duke, Joe Spano, Dan Lauria, et al., broadcast over NBC.

There are television episodes title **AMAZING GRACE**.

PODCASTS

1. **AMAZING GRACE**: 2018-current Christian podcast by Warren Strawbridge, produced by Manawatu Peoples Radio.

2. **AMAZING GRACE**: 2012 literature podcast by Jim Hellvig, produced by BigWorldNetwork.com

3. **AMAZING GRACE**: 2011 Christian podcast by Chuck Obremski, produced by Chuck Obremski Ministries.

There are other podcasts titled **AMAZING GRACE**.

VIDEO

1. **AMAZING GRACE**: 2018 video from Dancing Colt Productions, directed by Susan Oliver.

2. **AMAZING GRACE**: 2007 video from Classic Pictures Entertainment, directed by Robert Garofalo.

There are other videos with the title **AMAZING GRACE**.

PLAY

1. **AMAZING GRACE**: musical by Christopher Smith and book by Christopher Smith and Arthur Giron, based on the life of John Newton, performed in Chester, CT in 2012, Chicago in 2014 and Broadway in 2015. The original cast soundtrack is available on Amazon from 2016.

2. **AMAZING GRACE**: play by Michael Cristofer, performed at the Pittsburgh Public Theater in 1996, directed by Edward Gilbert, starring Marsha Mason and Stephen Bradbury.

There are other plays with the title **AMAZING GRACE**.

LITERATURE

1. **AMAZING GRACE**: kindle book by BJ Robinson available from Amazon from 2019.

2. **AMAZING GRACE**: book by Jane Revell, Jacquie Bloese, et al., published by Scholastic in 2009.

3. **AMAZING GRACE**: book by Danielle Steel, published by Delacorte Press in 2007.

4. **AMAZING GRACE**: book by Clare Dowling, published by Poolbeg in 2003.

5. **AMAZING GRACE**: book by Larry D. Thomas, published by Texas Review Press in 2001.

6. **AMAZING GRACE**: book by Mary Hoffman, originally published by Dial Books in 1991, re-published as an audiobook in 2015 by Weston Woods Studios Inc. also available on Amazon Kindle, published by Dial Books in 2016.

There is other literature with the title **AMAZING GRACE**.

MUSIC

1. **AMAZING GRACE**: traditional hymn with lyrics by Reverend Joh Newton from 1779. The hymn has been widely covered by many artists throughout the years including Aretha Franklin, Johnny Cash, Elvis Presley, Willie Nelson, Judy Garland, The Lemonheads, Leann Rimes, MNL48, etc.

2. **AMAZING GRACE**: live album by Aretha Franklin, released on June 1, 1972 by Atlantic/Rhino.

There is other music titled **AMAZING GRACE**.

COPYRIGHTED WORKS

A search of the United States Copyright Office records under the title **AMAZING GRACE** discloses registrations for several of the above-mentioned works including your client's motion picture in the name of Alan Elliot from 2018, a copyright renewal for the 1974 motion picture in the name of United Artists Corporation from 2002, other motion pictures, DVDs, television episodes, other literature, songs, sound recordings, and other published and unpublished works.

TRADEMARKS

A search of the United States Patent and Trademark Office records discloses a sampling of registered trademarks under the title **AMAZING GRACE**.

INTERNET

A limited search of various Internet search engines discloses domain name registrations as well as website references to **AMAZING GRACE** for the 2019 motion picture as per *Variety*, etc., user-generated content, etc. Enclosed are sample pages from our search.

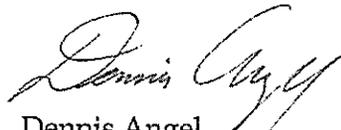
Of interest are the following:

1. "The Amazing Grace Race": motion picture in development, to be directed by Roak Burke.
2. "Amazing Grace: Jeff Buckley": 2004 motion picture documentary directed by Nyla Bialek Adams and Laurie Trombley.
3. "Amazing Grace and Chuck": 1987 motion picture from Delphi IV Productions, directed by Mike Newell.
4. A search of the United States Patent and Trademark Office records discloses a sampling of registered trademarks under the titles "Amazingrace" and "Grace Amazin."

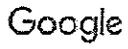
OPINION

You will note that our search of the above categories discloses many uses of the title **AMAZING GRACE**, including for your client's above-mentioned motion picture, other motion pictures, television, podcasts, videos, plays, literature and music, most notably the 1779 traditional hymn with lyrics written by Reverend John Newton and covered by various famous artists including Aretha Franklin in her 1972 live album. In view of the public domain nature and various uses of the title, in my opinion it would be safe for Amazing Grace Movie, LLC to use the title **AMAZING GRACE** for a motion picture documentary.

Sincerely,


Dennis Angel

DA:ra



"Amazing Grace"



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About 21,200,000 results (1.41 seconds)

See results about

Amazing Grace (2006 film)
In 18th-century England,
House of Commons
member William ...



Amazing Grace - Best Version By Far! - YouTube

https://www.youtube.com/watch?v=CDdvReNKKuk

Lyrics

Amazing Grace, How sweet the sound
That saved a wretch like me
I once was lost, but now am found
T'was blind but now I see... More

Available on

Spotify

Play Music

Deezer

iHeartRadio

Artist: Celtic Woman

Album: Songs from the Heart

Released: 2010

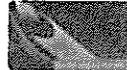
Genre: Celtic

Other recordings of this song

Amazing Grace
Judy Collins · 1970



Amazing Grace
The Highway Q.C.'s · 1960



Amazing Grace
Alan Jackson · 2013



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Amazing Grace Famous singers

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Wintley Phipps



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Tim Hawkins



Peter Hollens



Matt Maher

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You Raise Me Up
Celtic Woman



Danny Boy
Celtic Woman



Amazing Grace (My Chains Ar...
BYU Noteworthy



Ní Sé'n Lá
Celtic Woman



Ave Maria
Celtic Woman



When You Believe
Celtic Woman



Fields of Gold
Celtic Woman

Feedback

Amazing Grace - Wikipedia

https://en.wikipedia.org/wiki/Amazing_Grace

"Amazing Grace" is a Christian hymn published in 1779, with words written by the English poet and Anglican clergyman John Newton (1725–1807). Newton .

Written: 1779 Genre: Hymn
Melody: New Britain Text: John Newton

Amazing Grace (2006 film) · Amazing Grace (disambiguation) · John Newton · Hymn

Videos

The Most Beautiful "Amazing Grace" I've ever heard

Gloria Franchi
YouTube - Dec 14, 2014

'Amazing Grace': Exclusive look at never-aired footage of Aretha Franklin

ABC News
YouTube - 5 days ago

Amazing Grace - Peter Hollens feat. Home Free

Peter Hollens
YouTube - Nov 25, 2016

Top stories



'Amazing Grace' Review: The Gospel According to Aretha Franklin

Rolling Stone
1 day ago



Aretha Franklin Doc 'Amazing Grace' Premieres at South L.A. Church

Hollywood Reporter
17 hours ago



Review: How sweet the sound is in Aretha doc 'Amazing Grace'

ABC News
17 hours ago

→ More for "Amazing Grace"

Amazing Grace | Walden Media

<https://www.walden.com/movie/amazinggrace/>

AMAZING GRACE, from acclaimed director, Michael Apted, tells the inspiring story of how one man's passion and perseverance changed the world. Based on ..

People also ask

What is the story behind the song Amazing Grace? ✓

What does amazing grace mean? ✓

How old is the song Amazing Grace? ✓

Google

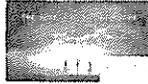
"Amazing Grace"



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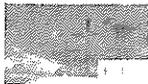
All Videos Books Images News More Settings Tools

About 9,230,000 results (0.24 seconds)

Amazing Grace - Best Version By Far! - YouTube<https://www.youtube.com/watch?v=CDdvReNKKuk>

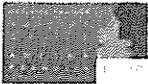
Jun 24, 2011 - Uploaded by Gary Downey

This is by far one of the best versions of this Hymn I have ever heard. It so tells my life story. Put on headphones ...

The Most Beautiful "Amazing Grace" I've ever heard - YouTube<https://www.youtube.com/watch?v=NG0vH4WYChQ>

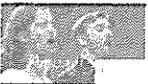
Dec 14, 2014 - Uploaded by Gloria Franchi

Amazing Grace was written by a former slave trader John Newton. Once sailing a ship full of slaves from ...

Amazing Grace [Official Trailer] - In Theaters April 5, 2019 - YouTube<https://www.youtube.com/watch?v=yphZbtqSU48>

Mar 6, 2019 - Uploaded by NEON

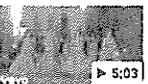
You haven't seen anything yet. Amazing Grace is in Theaters April 5. #AmazingGrace.

Amazing Grace - Peter Hollens feat. Home Free - YouTube<https://www.youtube.com/watch?v=7n145-J8ejg>

Nov 25, 2016 - Uploaded by Peter Hollens

Buy Amazing Grace: <http://bit.ly/buyAmazingGrace> Physical Signed CDs: <https://peterhollens.com/albums> ...**Amazing Grace (My Chains Are Gone) | BYU Noteworthy (Chris ...**<https://www.youtube.com/watch?v=X6Mtpk4jeVA>

Oct 13, 2015 - Uploaded by BYU Noteworthy

DOWNLOAD/STREAM: <https://byurecords.ink> to/HowSweetSoundID. => Get the CD: <http://bit.ly/2yCkQxS> or <https://> ...**Celtic Woman - Amazing Grace - YouTube**https://www.youtube.com/watch?v=HsCp5LG_zNE

Nov 28, 2009 - Uploaded by CelticWomanVEVO

Music video by Celtic Woman performing Amazing Grace.

AMAZING GRACE (Lyrics) - SUSAN BOYLE - YouTube<https://www.youtube.com/watch?v=A0gLntLIBYw>

Mar 19, 2012 - Uploaded by TheWordInOtherWords

Susan Magdalane Boyle (born 1 April 1961) is a British singer who came to international public attention when ...

Alan Jackson - Amazing Grace (Official Music Video) - YouTube<https://www.youtube.com/watch?v=ogxLNlgKM8c>

Mar 27, 2013 - Uploaded by alanjacksonVEVO

Purchase Alan Jackson's latest music: <http://umgn.us/alanjacksonpurchase>
Stream the latest from Alan ...**Aretha Franklin - Amazing Grace (Official Audio) - YouTube**<https://www.youtube.com/watch?v=LGN64GwVIRM>

Feb 10, 2019 - Uploaded by RHINO

You're listening to Aretha Franklin sing "Amazing Grace" with James Cleveland and The Southern ...

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👑 Premium Domain | *First Year Cost. Renews at \$11.99/year

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👑 Premium Domain | *First Year Cost. Renews at \$11.99/year

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👑 Premium Domain | *First Year Cost. Renews at \$11.99/year

Total amazinggracemassage.com \$688.00* Add To Cart → \$759.20
👑 Premium Domain | *First Year Cost. Renews at \$11.99/year

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Domain: amazinggrace.com

Registrar: GoDaddy.com, LLC

Registered On: 1997-08-12

Expires On: 2020-08-11

Updated On: 2018-08-11

Status: clientDeleteProhibited
clientRenewProhibited
clientTransferProhibited
clientUpdateProhibited

Name Servers: ns51.domaincontrol.com
ns52.domaincontrol.com

enchantedgrace.com

joyfulgrace.net Now

happygrace.net Now

youramazinggrace.net Now

itsamazinggrace.com Now

Registrant Contact

Organization: Altura Ventures LLC

State: California

Country: US

Email: Select Contact Domain Holder link at
<https://www.godaddy.com/whois/results.aspx?domain=AMAZINGGRACE.COM>

Administrative Contact

Email: Select Contact Domain Holder link at
<https://www.godaddy.com/whois/results.aspx?domain=AMAZINGGRACE.COM>

Technical Contact

Email: Select Contact Domain Holder link at
<https://www.godaddy.com/whois/results.aspx?domain=AMAZINGGRACE.COM>

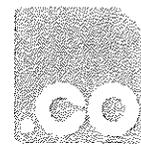
Raw Whois Data

Domain Name: AMAZINGGRACE.COM
Registry Domain ID: 410842_DOMAIN_COM-VRSN
Registrar WHOIS Server: whois.godaddy.com
Registrar URL: http://www.godaddy.com
Updated Date: 2018-08-11T18:14:09Z
Creation Date: 1997-08-12T04:00:00Z

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Word Mark **AMAZING GRACE**
Goods and Services IC 035, US 100 101 102, G & S: Promoting public awareness of Christianity, FIRST USE: 20170101, FIRST USE IN COMMERCE: 20170101
Mark
Drawing Code (3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS
Design 24.13.01 - Cross, Latin (shorter horizontal lines); Latin cross (shorter horizontal lines)
Search Code 27.01.04 - Letters forming objects; Numbers forming objects; Objects composed of letters or numerals; Punctuation forming objects
Serial Number 87291936
Filing Date January 6, 2017
Current Basis 1A
Original Filing Basis 1A
Published for Opposition May 16, 2017
Registration Number 5255720
Registration Date August 1, 2017
Owner (REGISTRANT) Christ First, Inc. CORPORATION CALIFORNIA PO Box 2586 Valley Center CALIFORNIA 92082
Prior Registrations 4069406
Description of Mark Color is not claimed as a feature of the mark. The mark consists of the stylized words "AMAZING GRACE" with the word "AMAZING" written vertically centered over the word "GRACE" such that the words share the letter "A" in the word "GRACE" forming a cross.
Type of Mark SERVICE MARK
Register PRINCIPAL
Live/Dead Indicator LIVE



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AMAZING GRACE

Word Mark	AMAZING GRACE
Goods and Services	IC 032, US 045 046 048, G & S: Beer. FIRST USE: 20061101, FIRST USE IN COMMERCE: 20061101
Standard Characters Claimed	
Mark Drawing Code	(4) STANDARD CHARACTER MARK
Serial Number	86038086
Filing Date	August 14, 2013
Current Basis	1A
Original Filing Basis	1A
Published for Opposition	January 7, 2014
Registration Number	4501576
Registration Date	March 25, 2014
Owner	(REGISTRANT) Port Brewing, LLC LIMITED LIABILITY COMPANY CALIFORNIA 155 MATA WAY STE 104 San Marcos CALIFORNIA 92069
Attorney of Record	Pollie Gautsch, Esq.
Type of Mark	TRADEMARK
Register	PRINCIPAL
Live/Dead Indicator	LIVE

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Amazing Grace

Word Mark **AMAZING GRACE**

Goods and Services IC 014. US 002 027 028 050. G & S: Bracelets; Necklaces; Rings. FIRST USE: 20121001. FIRST USE IN COMMERCE: 20121001

Standard Characters Claimed

Mark Drawing Code (4) STANDARD CHARACTER MARK

Serial Number 86542705

Filing Date February 23, 2015

Current Basis 1A

Original Filing Basis 1A

Published for Opposition July 7, 2015

Registration Number 4817732

Registration Date September 22, 2015

Owner (REGISTRANT) Songear Holding Company, LLC LIMITED LIABILITY COMPANY DELAWARE 207 N Geneva Ave Elmhurst ILLINOIS 60126

Type of Mark TRADEMARK

Register PRINCIPAL

Live/Dead Indicator LIVE

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AMAZING GRACE

Word Mark AMAZING GRACE

Goods and Services IC 025. US 022 039. G & S: Women's clothing; namely, blouses, skirts, pants, jackets, blazers, vests, sweaters, suits, swimwear, coats, nightgowns, pajamas, dresses, negligees, jogging suits, stirrup pants, woven and knit athletic shirts, jerseys, and pants; body suits, jumpsuits and leggings; men's and children's shirts, pants, jackets, coats, sweaters, pajamas, jogging suits, stirrup pants, woven and knit athletic shirts, jerseys, and pants; body suits, jumpsuits and leggings. FIRST USE: 19940500. FIRST USE IN COMMERCE: 19940500

Standard Characters Claimed

Mark Drawing Code (4) STANDARD CHARACTER MARK

Serial Number 78711761

Filing Date September 13, 2005

Current Basis 1A

Original Filing Basis 1A

Published for Opposition June 6, 2006

Registration Number 3135685

Registration Date August 29, 2006

Owner (REGISTRANT) Noah Enterprises, Ltd. CORPORATION NEW YORK 520 Eighth Avenue New York NEW YORK 10018

Attorney of Record Lisa A. Pieroni

Type of Mark TRADEMARK

Register PRINCIPAL

Affidavit Text SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20160621.

Renewal 1ST RENEWAL 20160621



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AMAZING GRACE

Word Mark **AMAZING GRACE**
Goods and Services IC 003, US 001 004 006 050 051 052. G & S: Non-medicated skin care products, namely, firming body emulsion, olive oil body scrub, perfumed hot salt in the nature of a tub and shower body scrub, shower body gel and hair shampoo, and perfumed shimmer body lotion. FIRST USE: 19980422. FIRST USE IN COMMERCE: 19980422
Standard Characters Claimed
Mark Drawing Code (4) STANDARD CHARACTER MARK
Serial Number 78488397
Filing Date September 23, 2004
Current Basis 1A
Original Filing Basis 1A
Published for Opposition August 30, 2005
Registration Number 3017867
International Registration Number 1126604
Registration Date November 22, 2005
Owner (REGISTRANT) philosophy, inc. CORPORATION ARIZONA 3809 E WATKINS ST Phoenix ARIZONA 85034
 (LAST LISTED OWNER) COTY BRANDS MANAGEMENT INC. CORPORATION NEW YORK 350 5TH AVENUE NEW YORK NEW YORK 10118
Assignment Recorded ASSIGNMENT RECORDED
Attorney of Record Elisheva Jasie
Prior 2249922

4/3/2019

Trademark Electronic Search System (TESS)

Registrations

Type of Mark TRADEMARK

Register PRINCIPAL

Affidavit Text SECT 15, SECT 8 (6-YR), SECTION 8(10-YR) 20150409.

Renewal 1ST RENEWAL 20150409

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AMAZING GRACE

Word Mark AMAZING GRACE

Goods and Services IC 003. US 001 004 006 050 051 052. G & S: Bath soaps; Hand cream; Hair conditioner; Bubble bath. FIRST USE: 20020325. FIRST USE IN COMMERCE: 20020325

Standard Characters Claimed

Mark Drawing Code (4) STANDARD CHARACTER MARK

Serial Number 77156407

Filing Date April 13, 2007

Current Basis 1A

Original Filing Basis 1A

Published for Opposition November 13, 2007

Registration Number 3375240

Registration Date January 29, 2008

Owner (REGISTRANT) philosophy, inc. CORPORATION ARIZONA 3809 East Watkins Street Phoenix ARIZONA 85034
(LAST LISTED OWNER) COTY BRANDS MANAGEMENT INC CORPORATION DELAWARE 350 5TH AVENUE NEW YORK

Assignment Recorded ASSIGNMENT RECORDED

Attorney of Record Joseph Conklin

Prior Registrations 2249922;3017867;3133176

Type of Mark TRADEMARK

Register PRINCIPAL

Affidavit Text SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20170504.

Renewal 1ST RENEWAL 20170504

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Typed Drawing

Word Mark AMAZING GRACE
Goods and Services IC 003. US 001 004 006 050 051 052. G & S: fragrances, namely, perfume [, toilet water and cologne]. FIRST USE: 19990204. FIRST USE IN COMMERCE: 19990204
Mark Drawing Code (1) TYPED DRAWING
Serial Number 75071260
Filing Date March 4, 1996
Current Basis 1A
Original Filing Basis 1B
Published for Opposition November 12, 1996
Registration Number 2249922
Registration Date June 1, 1999
Owner (REGISTRANT) PHILOSOPHY, INC. CORPORATION ARIZONA 3809 EAST WATKINS STREET Phoenix ARIZONA 85034

 (LAST LISTED OWNER) COTY BRANDS MANAGEMENT INC. CORPORATION NEW YORK 350 5TH AVENUE NEW YORK NEW YORK 10118

Assignment Recorded ASSIGNMENT RECORDED
Attorney of Record Elisheva Jasie
Type of Mark TRADEMARK
Register PRINCIPAL
Affidavit Text SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20081117.
Renewal 1ST RENEWAL 20081117
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List At: _____ OR to record: **Record 18 out of 23**

| | (Use the "Back" button of the Internet Browser to return to TESS)

amazingrace

Word Mark AMAZINGRACE
Goods and Services IC 041. US 100 101 107. G & S: Entertainment services, namely, providing a web site featuring photographic, audio, video and prose presentations featuring musical performances. FIRST USE: 19981022. FIRST USE IN COMMERCE: 19981022
Standard Characters Claimed
Mark Drawing Code (4) STANDARD CHARACTER MARK
Serial Number 85294493
Filing Date April 13, 2011
Current Basis 1A
Original Filing Basis 1A
Published for Opposition January 24, 2012
Registration Number 4124454
Registration Date April 10, 2012
Owner (REGISTRANT) Sanders, Darcie INDIVIDUAL UNITED STATES 365 Vasquez Ct, # 2507 Box 2507 Lyons COLORADO 80540
 (REGISTRANT) Karpel, Leonard, C. INDIVIDUAL UNITED STATES 365 Vasquez Ct., # 2507 Box 2507 Lyons COLORADO 80540
Attorney of Record Thomas R. Leavens
Prior Registrations 1109706
Type of Mark SERVICE MARK
Register PRINCIPAL
Affidavit Text SECT 15. SECT 8 (6-YR).
Live/Dead Indicator LIVE



States

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Trademarks > Trademark Electronic Search System (TESS)

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[PREV DOC](#) | [NEXT DOC](#) | [LAST DOC](#)

Logout Please logout when you are done to release system resources allocated for you.

List At:

OR to record:

Record 19 out of 23

[TSDR](#) | [ASSIGN Status](#) | [ITAB Status](#) (Use the "Back" button of the Internet Browser to return to TESS)

Grace Amazin

Word Mark GRACE AMAZIN

Goods and Services IC 041. US 100 101 107. G & S: Arranging for ticket reservations for shows and other entertainment events; arranging, organizing, conducting, and hosting social entertainment events; booking of entertainment halls; children's entertainment and amusement centers, namely, interactive play areas; children's entertainment, namely, live clown shows; conducting entertainment exhibitions in the nature of live music concerts; consultation in the field of special event planning for social entertainment purposes; educational and entertainment services for children, namely, providing interactive play areas, instructional classes in the field of music and social gatherings for children; educational and entertainment services, namely, a continuing program about music accessible by radio, television, satellite, audio, video and computer networks; educational and entertainment services, namely, providing a volunteer program featuring recreational activities, literacy training, art events, and sporting events for children in foster care; educational and entertainment services, namely, providing motivational and educational speakers; educational and entertainment services, namely, providing motivational and educational speakers in the field of self- and personal improvement; educational and entertainment services, namely, providing motivational speaking services in the field of religion; educational and entertainment services, namely, providing on-line interactive children's stories; entertainment and education services, namely, providing recognition and incentives by way of celebrations and awards to girls from underserved communities who have completed their high school careers successfully and who are going on to college; entertainment and recreational services, namely, organizing and conducting a knitting/crocheting event the proceeds of which are donated to charity; entertainment event booking agencies; entertainment in the nature of a bicycle park; entertainment in the nature of a water park and amusement center; entertainment in the nature of air shows; entertainment in the nature of an amusement park ride; entertainment in the nature of an on-going special variety, news, music or comedy show featuring live music concerts broadcast over television, satellite, audio, and video media; entertainment in the nature of automobile races; entertainment in the nature of ballet performances; entertainment in the nature of beauty pageants; entertainment in the nature of dance performances; entertainment in the nature of competitions in the field of live music concerts; entertainment in the nature of dance performances; entertainment in the nature of laser shows; entertainment in the nature of light shows; entertainment in the nature of live performances by live music bands; entertainment in the nature of live radio personality performances; entertainment in the nature of live stage performances in the nature of live music concerts in the field of music by an individual; entertainment in the nature of magic shows; entertainment in the nature of on-going television programs in the field of live music concerts; entertainment in the nature of orchestra performances; entertainment in the nature of prerecorded music-oriented messages by telephone; entertainment in the nature of roller skating competitions; entertainment in the nature of symphony orchestra performances; entertainment in the nature of television news shows; entertainment in the nature of theater productions; entertainment in the nature of track and field competitions; entertainment in the nature of visual and audio performances by live music bands; entertainment in the nature of visual and audio performances, and musical, variety, news and comedy shows; entertainment in the nature of visual and audio performances, namely, musical band, rock group, gymnastic, dance, and ballet performances; entertainment in the nature of visual and audio performances by an actor; entertainment in the nature of weight lifting competitions; entertainment in the nature of wrestling contests; entertainment in the nature of yacht races; entertainment in the nature of live music concerts; entertainment in the nature of music games; entertainment information services, namely, providing information and news releases about a musical artist; entertainment media production services for motion pictures, television and Internet; entertainment services by a musical artist and producer, namely, musical composition for others and production of musical sound recordings; entertainment services in the nature of a non-fiction television programming series on topics relating to family stories told by family members to preserve their heritage; entertainment services in the nature of a

wrestling club; entertainment services in the nature of an amusement park attraction, namely, a themed area; entertainment services in the nature of an amusement park show; entertainment services in the nature of an ongoing IPTV (Internet Protocol Television), television programming segments in the field of positive psychology, personal relationships, the art and science of happiness; entertainment services in the nature of automobile racing and exhibitions; entertainment services in the nature of comedy shows; entertainment services in the nature of conducting chess tournaments; entertainment services in the nature of live mixed martial arts (MMA) events; entertainment services in the nature of organizing, arranging and conducting motorcycle riding excursions; entertainment services in the nature of presenting live musical performances; entertainment services in the nature of providing outdoor facilities for playing paintball; entertainment services in the nature of recording, production and post-production services in the field of music; entertainment services in the nature of live music performances; entertainment services, namely, a multimedia program series featuring comedy, action and adventure distributed via various platforms across multiple forms of transmission media; entertainment services, namely, a video arcade housed in a mobile trailer; entertainment services, namely, alpaca shows; entertainment services, namely, an on-going series featuring live music concerts provided through cable television; entertainment services, namely, an on-going television game show and games of chance to be played at a casino; entertainment services, namely, an on-line activity where you create your own music videos; entertainment services, namely, arranging and conducting of competitions for music concerts; entertainment services, namely, arranging and conducting special events at an amusement park; entertainment services, namely, arranging for ticket reservations for amusement park attractions; entertainment services, namely, arranging for ticket reservations for water parks and amusement centers; entertainment services, namely, body painting services held at special events; entertainment services, namely, cabarets; entertainment services, namely, casino gaming; entertainment services, namely, cheerleading; entertainment services, namely, conducting alternate reality games via the internet; entertainment services, namely, conducting carnivals; entertainment services, namely, conducting fairs; entertainment services, namely, conducting live blackjack card game tournaments; entertainment services, namely, conducting live poker games; entertainment services, namely, conducting parties; entertainment services, namely, conducting parties for the purpose of dating and social introduction for adults; entertainment services, namely, contest and incentive award programs designed to reward program participants who exercise, make healthy eating choices, and engage in other health-promoting activities; entertainment services, namely, contest and incentive award programs designed to reward program participants who engage in live music concerts; entertainment services, namely, dance events by a recording artist; entertainment services, namely, displaying a series of films; entertainment services, namely, edible oil tastings; entertainment services, namely, fireworks displays; entertainment services, namely, helicopter rides; entertainment services, namely, live, televised and movie appearances by a professional entertainer; entertainment services, namely, mead tastings; entertainment services, namely, multimedia production services; entertainment services, namely, non-downloadable ringtones, pre-recorded music, and graphics presented to mobile communications devices via a global computer network and wireless networks; entertainment services, namely, participation in live music concerts; entertainment services, namely, personal appearances by music celebrities; entertainment services, namely, planning and conducting a series of film festivals; entertainment services, namely, producing cheerleading, dance and spirit-related competitions and events; entertainment services, namely, production and distribution of a game show; entertainment services, namely, production and distribution of a quiz show; entertainment services, namely, production and distribution of ongoing television programs in the field of live music concerts; entertainment services, namely, production of computer-generated imagery for use in motion pictures; entertainment services, namely, production of special effects including model-making services and related physical production elements for use in motion pictures; entertainment services, namely, production of special effects including model-making services, computer-generated imagery and computer-generated graphics for the production of motion pictures, videos, and movie trailers; entertainment services, namely, providing a web site featuring non-downloadable adult-themed photographs and videos; entertainment services, namely, providing a web site featuring non-downloadable musical performances, musical videos, related film clips, photographs, and other multimedia materials featuring music concerts; entertainment services, namely, providing a web site featuring photographic and prose presentations featuring music concerts; entertainment services, namely, providing a web site featuring photographic, audio, video and prose presentations featuring music concerts; entertainment services, namely, providing a web site featuring photographic, video and prose presentations featuring music concerts; entertainment services, namely, providing a website at which the general public can receive advice from an individual concerning relationships, such advice being for entertainment purposes only; entertainment services, namely, providing a website at which the general public can receive advice from an individual or entity concerning happiness, such advice being for entertainment purposes only; entertainment services, namely, providing a website featuring games and puzzles; entertainment services, namely, providing advice and information for music, video and film concept and script development; entertainment services, namely, providing an on-going radio program in the field of food; entertainment services, namely, providing an on-going radio program in the field of live music concerts; entertainment services, namely, providing an on-line board game; entertainment services, namely, providing an on-line computer game; entertainment services, namely, providing an on-line virtual environment for trading virtual sports trading cards and tokens; entertainment services, namely, providing an online interactive database of photos and videos in the field of body art, namely, piercing, tattoos, scarification, subincision, castration; entertainment services, namely, providing brain training games on-line and in mobile wireless form; entertainment services, namely, providing games of chance via the Internet; entertainment services, namely, providing images and text featuring animal stories and pictures on-line and in mobile wireless form; entertainment services, namely, providing images and text featuring animal stories through monthly letters sent through the mail; entertainment services, namely, providing information about a recording artist via an online network; entertainment services, namely, providing information by means of a global computer network in the fields of celebrities, entertainment, and popular culture; entertainment services, namely, providing live entertainment by dancers via the Internet; entertainment services, namely, providing news and information via a website in the field of skateboarding, the culture of skateboarding and skateboard product reviews; entertainment services, namely, providing non-downloadable playback of music via global communications networks; entertainment services, namely, providing non-downloadable prerecorded music, information in the field of music, and commentary and articles about music, all on-line via a global computer network; entertainment services, namely, providing on-going television programs in the field of live music concerts via a global computer network; entertainment services, namely, providing on-going webisodes featuring live music concerts via a global computer network; entertainment services, namely, providing on-line computer games; entertainment services, namely, providing on-line reviews of live music concerts; entertainment services, namely, providing on-line, non-downloadable virtual clothing for use in virtual environments created for entertainment purposes; entertainment services, namely, providing online computer games that help maintain an active brain

and thus improve memory, speed of processing, and that provide a variety of cognitive benefits that positively impact quality of life; entertainment services, namely, providing online electronic games; entertainment services, namely, providing podcasts in the field of live music concerts; entertainment services, namely, providing radio programs in the field of live music concerts via a global computer network; entertainment services, namely, providing recreational aviation rides in classic aircraft, not for transportation purposes; entertainment services, namely, providing video podcasts in the field of live music concerts; entertainment services, namely, providing virtual environments in which users can interact for recreational, leisure or entertainment purposes; entertainment services, namely, providing webcasts in the field of live music concerts; entertainment services, namely, storytelling; entertainment services, namely, the presentation of live Christmas musical productions; entertainment services, namely, the provision of continuing entertaining featuring live music concerts delivered by cable television; entertainment services, namely, wine and food tastings; entertainment services, namely, wine tastings; entertainment services, namely, wrestling exhibits and performances by a professional wrestler and entertainer; Entertainment ticket agency services; Entertainment, namely, a continuing news show broadcast over television, satellite, audio, and video media; entertainment, namely, a continuing news show broadcast over the world; entertainment, namely, conducting horse races; entertainment, namely, lighting production; entertainment, namely, live music concerts; entertainment, namely, live performances by a musical band; entertainment, namely, live performances by musical bands; entertainment, namely, live performances by rock groups; entertainment, namely, preparation of special effects; entertainment, namely, production of live music concerts; entertainment, namely, television news shows; fashion modeling for entertainment purposes; information in the field of parenting concerning entertainment of children; interactive educational and entertainment services, namely, providing a web-based virtual educational theme-park featuring live music concerts; media production location scouting services for entertainment purposes; multimedia entertainment services in the nature of development, production and post-production services in the fields of video and films; multimedia entertainment services in the nature of recording, production and post-production services in the fields of music, video, and films; multimedia entertainment software production services; on-line entertainment ticket agency services; organisation of fashion shows for entertainment purposes; organization of exhibitions for musical entertainment; organizing exhibitions for live music concerts; providing a web site where users can post ratings, reviews and recommendations on events and activities in the field of entertainment and education; providing a website featuring information in the field of music and entertainment; providing a website featuring information in the fields of education and entertainment for children; providing a website for entertainment purposes where users can view and post music, pictures featuring music concerts; providing a website for persons to register for surprise events and classes for the purpose of entertainment; providing advice and information to adult family members on appropriate entertainment and leisure activities for younger family members; providing an in-person entertainment forum in the field of music; providing an on-line computer database in the field of virtual vehicle customization for hobby or entertainment purposes; providing children's party centers for the purpose of entertaining children and celebrating birthdays; providing information and articles in the field of film, filmmaking, and entertainment via a global computer network; providing information in the field of entertainment, featuring animation rendered by means of a global computer network; providing information in the fields of animals and pets in the field of animal training and animal exhibitions for educational or entertainment purposes; providing information on-line relating to virtual vehicle customization for hobby or entertainment purposes; providing information relating to educational and entertainment activities and events for children; providing information, news and commentary in the field of entertainment relating to the gay community; providing on-line resource guides for relatives concerning children in the fields of education, recreation, and entertainment; providing online interviews featuring celebrity musicians in the field of speaking for entertainment purposes; providing voice overs for tapes, records and other recorded media for entertainment and education purposes; provision of information relating to children's entertainment; provision of information relating to multimedia entertainment software production services; radio entertainment production; radio entertainment services, namely, radio programs featuring performances by a music band; rental and computerized on-line rental services featuring interactive software and hardware home entertainment and consumer electronics in the nature of motion pictures, films, movies, prerecorded digital versatile discs (or DVDs), prerecorded videotape cassettes, audio, audio recordings in a variety of genres; rental of trained animals for use in motion pictures and the entertainment industry; special event planning for social entertainment purposes; all the foregoing not relating baseball or softball or to a baseball or softball team, baseball or softball league, baseball or softball mascot or baseball or softball stadium. FIRST USE: 19981201. FIRST USE IN COMMERCE: 19981201

**Standard
Characters
Claimed**

**Mark
Drawing
Code** (4) STANDARD CHARACTER MARK

**Serial
Number** 85503732

Filing Date December 26, 2011

**Current
Basis** 1A

**Original
Filing Basis** 1B

**Published
for
Opposition** October 2, 2012

**Registration
Number** 4918358

**Registration
Date** March 15, 2016

Owner (REGISTRANT) Arzo Grace Amin AKA Grace Amazin INDIVIDUAL UNITED STATES PO Box 90537 PO Box 90537

Washington D.C. 20090

(LAST LISTED OWNER) ARZO ENT. LIMITED LIABILITY COMPANY UNITED STATES PO BOX 90537 WASHINGTON D.C. 20090

Assignment Recorded ASSIGNMENT RECORDED

Description of Mark Color is not claimed as a feature of the mark.

Type of Mark SERVICE MARK

Register PRINCIPAL

Other Data The name "Grace Amazin" the stage name of Arzo Grace Amin identifies a living individual whose consent is of record.

Live/Dead Indicator LIVE

TESS HOME	NEW USER	STRUCTURED	FREE FORM	Browse Dict	SEARCH QG	TOP	HELP	PREV LIST	CURR LIST	NEXT LIST	FIRST DOC
PREV DOC	NEXT DOC	LAST DOC									

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EXHIBIT V

Amazing Grace Music Cue Sheet

Series/Film Title: Amazing Grace
 Episode Title/Number: Edit from 8/12/11
 Estimated Airdate:
 Program Length:
 Program Type: Documentary

Company Name:
 Address:
 Phone:
 Contact:
 Network Station:

Song List
 Version 1

Cue #	Cue Title	TC IN	TC OUT	Duration	Composer(s) / Affiliation / %	Publisher(s) / Affiliation / %
1	Reverend Cleveland & the Southern California Community Choir singing "On Our	0:05:04	0:07:00	0:01:56		
2	"Wholy Holy"	0:09:09	0:13:35	0:04:26	1. OBIE BENSON RENALDO 2. ALFRED W CLEVELAND 3. MARVIN P GAYE ASCAP	1. FCG MUSIC (EMI APRIL MUSIC INC) 2. JOBETE MUSIC CO INC (EMI), 3. M G III MUSIC (EMI APRIL MUSIC INC), 4. NMG MUSIC (EMI APRIL MUSIC INC), ASCAP
3	"What a Friend We Have In Jesus"	0:14:34	0:18:28	0:03:54	Joseph M. Schwen	SPRINGTIME MUSIC INC
4	"How I Got Over"	0:19:29	0:22:04	0:02:35	Clara Ward, Andrea. SESAC	
5	"Precious Memories"	0:22:55	0:28:08	0:05:13	J.B.F. Wright	Traditional
6	"You've Got A Friend"	0:30:50	0:32:36	0:01:45	Carole King	A & M Publishing
7	"Precious Lord Take My Hand"	0:32:35	0:37:24	0:04:49	Thomas A. Dorsey, Hill & John Newton	Warner-Tamerlane Publishing Public Domain
8	"Amazing Grace"	0:38:45	0:47:25	0:08:40	John Newton	Harrisons, BMI
9	"My Sweet Lord" (Instrumental)	0:48:04	0:48:52	0:00:48	George Harrison	
	Night Two					
9	"Marry Don't You Weep"	0:49:23	0:55:25	0:06:02	Inez Andrews, Savory BMI	Winston Kay Publishing
10	"Climbing Higher Mountains"	0:59:17	1:06:04	0:06:47	Aretha Franklin	SPRINGTIME MUSIC INC
11	"Old Landmark"	1:06:09	1:08:32	0:02:23	A.M. Brunner, Savoy BMI	
12	"Never Grow Old"	1:14:36	1:24:18	0:09:42	Traditional	
13	"Old Landmark" (End credits)	1:24:45	1:26:44	0:01:59	A.M. Brunner, Savoy BMI	

Intro to Clara Ward & Reverend C.L. Franklin is before "Climbing Higher Mountains"
 Reverend Franklin's speech is in between "Old Landmark" & "Never Grow Old"

EMI/ Sony ATV (100%)

CLARA AND WILLA WARD PUBLICATIONS (100%)

Sony/ATV 100%

Warner Chappel 100%

Wixen: 65%/ABKCO 35%

EXHIBIT W

Buchalter

1000 Wilshire Boulevard
Suite 1500
Los Angeles, CA 90017
213.891.0700 Phone
213.896.0400 Fax

213.891.5018 Direct
sstrauss@buchalter.com

April 24, 2019

VIA E-MAIL

Mr. Alan Elliott
Amazing Grace Movie, LLC
1633 North Stanley
Los Angeles, California 90046

Re: Crowd Release Notice Opinion Letter Re
Amazing Grace Movie
Our Client/Matter No.: A4020-0002

Dear Alan:

INTRODUCTION:

In accordance with your instructions, we have reviewed the "crowd release" notice (the "Notice") appearing in the *Amazing Grace* movie ("Movie") to determine its legal sufficiency in the context of any publicity and/or privacy compensation claim by individuals appearing or performing in the Movie, or any commercial advertising (i.e., print, film trailers/previews, television and radio commercials, etc.) to promote the Movie ("Advertising"). As discussed below, in our opinion, the Notice is sufficient to cover the individuals appearing in the Movie and Advertising.

SUBJECT OF THE OPINION:

Film Title: *Amazing Grace*

Genre: Non-Fiction/Concert Documentary

Running Time: 1:27:00

buchalter.com

Los Angeles
Napa Valley
Orange County
Sacramento
San Francisco
Scottsdale

Buchalter

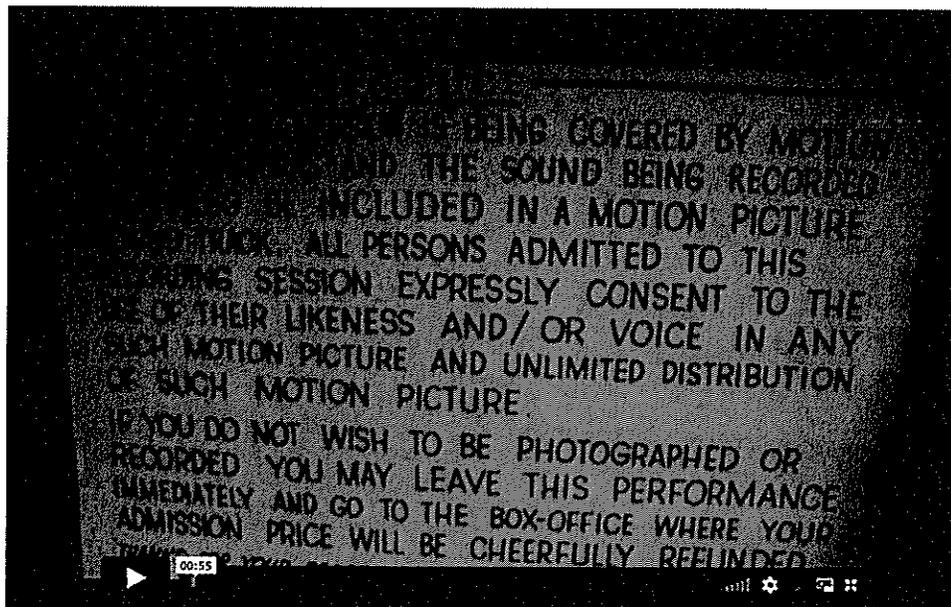
Mr. Alan Elliott
April 24, 2019
Page 2

The Movie is a documentary of the live concert performance of Aretha Franklin at The New Bethel Baptist Church in Watts, Los Angeles, California, filmed between January 12 and 13, 1972.

In addition to performances by Aretha Franklin, Reverend James Cleveland, The New Bethel Baptist Church Choir, Clarence LaVaughn ("C.L.") Franklin and session musicians, the Movie features a number of Church attendees and celebrities in the audience (including Sidney Pollack and members of the film crew).

During the two days of the concert shoot, the film production placed a prominently displayed "crowd release" notice at the front of the Church entrance, which all performers, musicians, film crew and audience had to pass through to proceed within the Church.

The Notice stated: "NOTICE THIS RECORDING SESSION IS BEING COVERED BY MOTION PICTURE CAMERAS AND THE SOUNDS BEING RECORDED MAY ALSO BE INCLUDED IN A MOTION PICTURE SOUND TRACK. ALL PERSONS ADMITTED TO THIS RECORDING SESSION EXPRESSLY CONSENT TO THE USE OF THEIR LIKENESS AND/OR VOICE IN ANY SUCH MOTION PICTURE AND UNLIMITED DISTRIBUTION OF SUCH MOTION PICTURE. IF YOU DO NOT WISH TO BE PHOTOGRAPHED OR RECORDED YOU MAY LEAVE THIS PERFORMANCE IMMEDIATELY AND GO TO THE BOX OFFICE WHERE YOUR ADMISSION PRICE WILL BE CHEERFULLY REFUNDED. THANKS FOR YOUR COOPERATION. WARNER BROS. INC." A photograph of the Notice as depicted in the Movie (00:55) is below:



Buchalter

Mr. Alan Elliott
April 24, 2019
Page 3

QUALIFICATIONS CIRCUMSCRIBING COUNSEL'S ANALYSIS:

Our engagement in this matter, and examination of the Notice, was strictly limited to the Movie, particularly the above-depicted photograph, which you provided us. We did not consider or review any other material, including but not limited to photographs and music featured in the Film.

We have made such examination of the law and have examined such other documents and materials as we have deemed necessary or appropriate to render this opinion, including, without limitation, the Notice. In our examination, we have assumed the authenticity and completeness of all documents submitted to us as originals, the conformity to original documents and completeness of all documents submitted to us as copies, and the authenticity of the originals where copies have been submitted. We have no reason to believe that these assumptions cannot be made.

SUBSTANTIVE DISCUSSION:

Persons do not have an absolute legal right to prevent publication of any photo or image taken of them without their permission, particularly in public areas and venues where there is no "reasonable right to privacy." Liability usually exists only if publication of a photo would be offensive to people of ordinary sensibilities, or is defamatory or invades their right of privacy. *See, Gill v. Hearst Publishing*, 40 Cal. 2d 224 (1953).

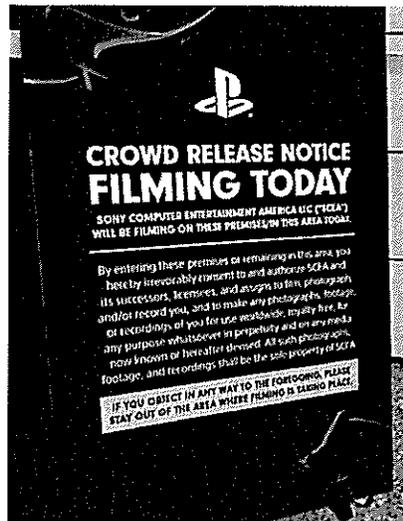
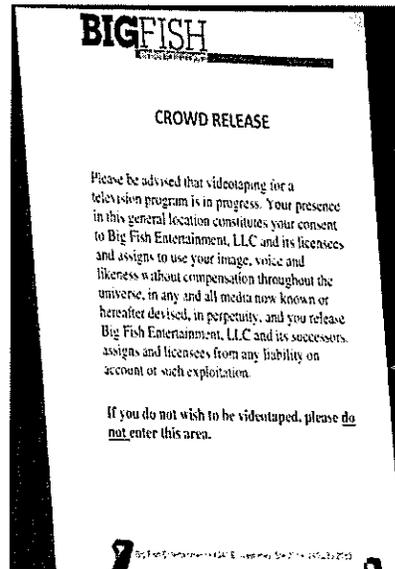
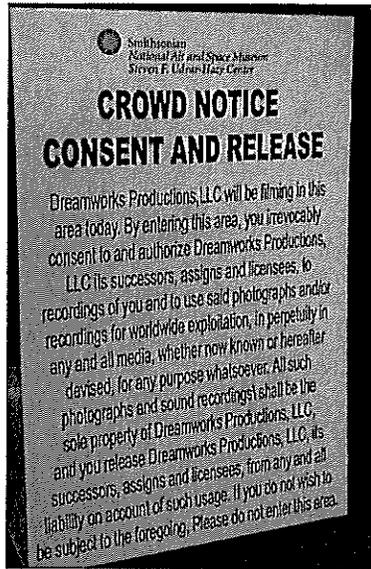
While consent is typically not needed when an individual's image or likeness is not recognizable or identifiable, it is another issue when the individual is recognizable or identifiable and the image or likeness is used in a promotional or commercial context. Where a commercial film is being shot in a public area or venue, and people in the background may be recognizable, a film production should post prominently displayed signs in the designated area putting individuals on notice of one or more of the following:

- They may be photographed or otherwise recorded;
- By entering the designated area or venue, individuals expressly consent to the use of images and likenesses in the film or recording;
- Images with them in it may be used in specific, unlimited manners in perpetuity;
- If they did not want to wish to be filmed, recorded or featured in the production, they should not enter; and
- Release of claims for compensation by the individual.

Buchalter

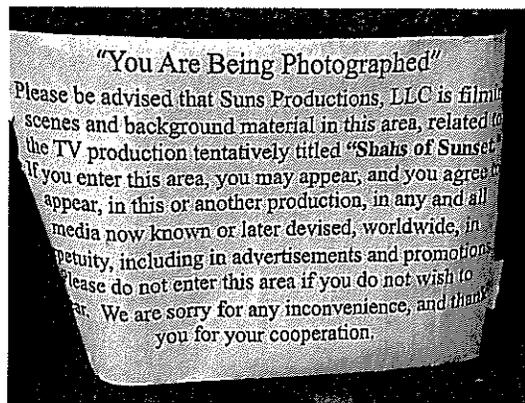
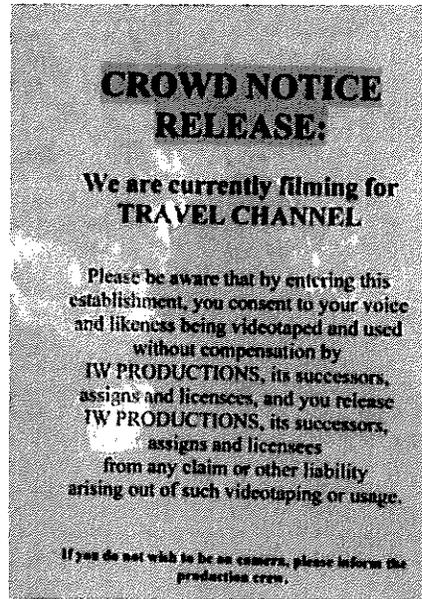
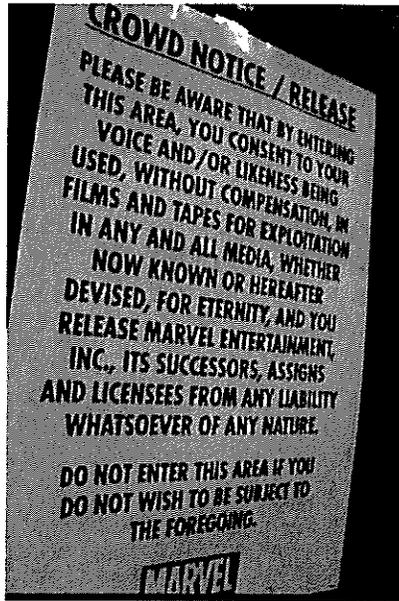
Mr. Alan Elliott
April 24, 2019
Page 4

Below are photographs of representative examples of typical "crowd release" notices used in film and television productions:



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Mr. Alan Elliott
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Page 5



Considering the above, it is our opinion that the wording of the Notice used in the Movie is consistent with the standard format of most, if not all, "crowd release" notices used in film and television production public area/venue location shoots. The Notice informed all individuals entering the Church that:

- They may be photographed or otherwise recorded in the Movie;
- By entering the Church, these individuals expressly consented to the use of their images and likenesses in the Movie;

Buchalter

Mr. Alan Elliott
April 24, 2019
Page 6

- Images with them would be used in the Movie and the unlimited distribution of the Movie in perpetuity; and
- If they did not want to be photographed or recorded, they were to immediately depart the Church premises and return to the box office for a refund of their admission price ticket.

It is our further opinion that the wording of the Notice was sufficient in 1972 (and thereafter) to avoid any right of privacy/publicity claim for compensation by the performers, musicians, film crew and audience members (identifiable or not) depicted therein, including, but not limited to, clips of the Movie depicting their images and/or voices used in any Advertising.

CONCLUSION:

For the reasons stated above, it is our opinion (based on our review of the applicable law and Notice) that the wording of the Notice in the Movie was sufficient in 1972 (and thereafter) to avoid any right of privacy/publicity claim for compensation by the performers, musicians, film crew and audience members (identifiable or not) depicted in the Movie and Advertising. Of course, you should also appreciate that there is uncertainty as to such decisions in right of privacy/publicity matters since they involve complex questions of fact and law, and we cannot guarantee a favorable outcome in this matter should any individual depicted in the Movie and/or Advertising decides to sue.

Should you have any further questions regarding this search, please do not hesitate to contact me.

Very truly yours,

BUCHALTER
A Professional Corporation

By

Stephen J. Strauss

SJS:alh

cc: Mr. Joe Boyd (via e-mail)
Ms. Stacey Smith (via e-mail)
Leonard Venger, Esq.

EXHIBIT X

CERTIFICATE OF OWNERSHIP OF RESULTS AND PROCEEDS

PICTURE: "Amazing Grace"
LENDER: Trowbridge Capital, LLC
ARTIST: Joseph Woolf

The undersigned hereby certifies and agrees that, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in connection with the agreement between Lender and Amazing Grace Movie LLC ("Company") dated as of August 1, 2018 (the "Agreement") (it being understood that the execution of said agreement shall not be a condition precedent to the effectiveness of this Certificate, which shall itself be a valid and binding agreement):

1. All results and proceeds of the services of Lender and Artist in connection with the Picture (hereinafter, the "Work") constitute, within the meaning of the copyright laws of the United States, a "work made for hire" for Company prepared within the scope of Lender and Artist's employment and/or as a work specially ordered or commissioned for use as a part of a motion-picture or other audio-visual work and, as between Company, Lender and Artist, Company owns all right, title and interest in and to the Work and the Picture exclusively, in perpetuity, in all media, and throughout the universe for all purposes, including, without limitation, any rights arising under the copyright laws of the United States of America or any other jurisdiction. The payments made by Company or its assignees under the Agreement are deemed to include sufficient remuneration for all so-called rental and lending rights pursuant to any directive, enabling or implementing legislation, laws and regulations enacted by any nation throughout the world, including the member nations of the European Union. Lender and Artist hereby waive all rights of "Droit Moral" or "Moral Rights of Authors" or any similar rights or principles of law which Lender and/or Artist may now or later have in the Work;
2. Without limiting the generality of the foregoing, insofar as the undersigned may possess any right, title and interest in and to the Work, the undersigned hereby irrevocably assigns any and all such right, title and interest to Company. Lender and Artist shall, at the request of Company, execute and deliver to Company such assignments or other instruments as Company may deem reasonably necessary to establish, protect, enforce and/or defend any or all of Company's rights in the Work or under this Agreement. If Lender and/or Artist shall not so execute and deliver any such instrument after reasonable notice, Company shall have the right to do so in the undersigned's name, place and stead, and Company is hereby irrevocably appointed Lender and Artist's attorney-in-fact for such purposes, which power is coupled with an interest;
3. Company shall have the right, throughout the universe, in perpetuity, to use and reproduce, and to license others to use and reproduce Artist's name, approved likeness and approved biography in connection with the production, exhibition, advertising, promotion, and/or other exploitation of the Picture, and/or subsidiary and ancillary rights of any nature relating thereto and/or Lender and Artist's services hereunder, in any and all media, whether now known or hereafter devised, (including, without limitation, in connection with interviews, features, promotional films, and so-call "behind the scenes" programming) and provided that neither Lender nor Artist will be represented as directly or indirectly endorsing any product other than the Picture;
4. Artist shall be entitled a credit on screen in the main titles (whether such main titles appear at the beginning or the end of the Picture) on a separate card in substantially the form "Producer Joseph Woolf". Artist shall also receive such credit in the full "billing block" portion (i.e., a billing block in which credit is accorded to the writer(s), director, the individual producer(s) and principal cast members of the Picture), if any, of all paid advertising issued or controlled by Company, subject to each distributor of the Picture's

standard exclusions and exceptions, provided that Artist shall receive such credit in the billing block of any excluded ads if any other producer, excluding Alan Elliott, receives producer credit in the billing block of such excluded ads. All other aspects of Artist's credit shall be at Producer's discretion.

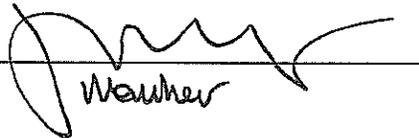
5. Lender and Artist acknowledge that: (i) in the event of any breach hereunder, or any breach of the Agreement, by Company, Lender and Artist will be limited to a remedy at law for damages, if any, and neither Lender nor Artist will have the right, and each hereby expressly waives any right Lender and/or Artist may have to terminate or rescind this Certificate of Results and Proceeds or the Agreement or to restrain, enjoin or otherwise impair the production, distribution, advertising, publicizing or exploitation of the Picture or any rights therein; (ii) nothing herein shall obligate Company to use Lender and/or Artist's services or the results or proceeds thereof in the Picture or to produce, advertise or distribute the Picture; and (iii) this Certificate of Results and Proceeds shall be governed by the laws of the State of New York applicable to agreements executed and to be performed entirely therein; and

6. Lender and Artist agree that Company's rights with respect to the Work and/or Lender and Artist's services may be freely assigned and licensed and in the event of such assignment or license, this Certificate of Results and Proceeds shall remain binding upon Lender and Artist and inure to the benefit of any such assignee or licensee.

IN WITNESS WHEREOF, this document was executed as of April 26, 2019

Trowbridge Capital LLC

By: _____

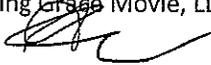


Matthew

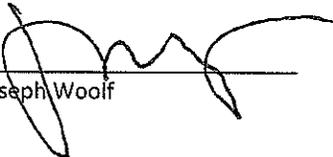
Accepted and Agreed To:

Amazing Grace Movie, LLC

By: _____



I, Joseph Woolf, have read and am familiar with all the terms of the foregoing agreement between Amazing Grace Movie LLC ("Company") and Trowbridge Capital, LLC ("Lender") and, I consent to the execution thereof, ratify and confirm in my individual capacity all representations, warranties and agreements of Lender contained herein, agree to be bound by the terms and conditions thereof and agree that I shall render all services and grant all rights as are necessary to enable Lender to comply with its obligations under said agreement. In the event of any breach or default by Lender, I agree that without prior notice to me or Lender, Company may proceed against me as if I were a party thereto and I shall be primarily, jointly and severally liable with Lender thereunder.



Joseph Woolf

EXHIBIT Y

CERTIFICATE OF OWNERSHIP OF RESULTS AND PROCEEDS

PICTURE: "Amazing Grace"
LENDER: Pure Whitt Productions LLC
ARTIST: Tirrell D. Whittley

The undersigned hereby certifies and agrees that, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in connection with the agreement between Lender and Amazing Grace Movie LLC ("Company") dated as of August 1, 2008 (the "Agreement") (it being understood that the execution of said agreement shall not be a condition precedent to the effectiveness of this Certificate, which shall itself be a valid and binding agreement):

1. All results and proceeds of the services of Lender and Artist in connection with the Picture (hereinafter, the "Work") constitute, within the meaning of the copyright laws of the United States, a "work made for hire" for Company prepared within the scope of Lender and Artist's employment and/or as a work specially ordered or commissioned for use as a part of a motion-picture or other audio-visual work and, as between Company, Lender and Artist, Company owns all right, title and interest in and to the Work and the Picture exclusively, in perpetuity, in all media, and throughout the universe for all purposes, including, without limitation, any rights arising under the copyright laws of the United States of America or any other jurisdiction. The payments made by Company or its assignees under the Agreement are deemed to include sufficient remuneration for all so-called rental and lending rights pursuant to any directive, enabling or implementing legislation, laws and regulations enacted by any nation throughout the world, including the member nations of the European Union. Lender and Artist hereby waive all rights of "Droit Moral" or "Moral Rights of Authors" or any similar rights or principles of law which Lender and/or Artist may now or later have in the Work;
2. Without limiting the generality of the foregoing, insofar as the undersigned may possess any right, title and interest in and to the Work, the undersigned hereby irrevocably assigns any and all such right, title and interest to Company. Lender and Artist shall, at the request of Company, execute and deliver to Company such assignments or other instruments as Company may deem reasonably necessary to establish, protect, enforce and/or defend any or all of Company's rights in the Work or under this Agreement. If Lender and/or Artist shall not so execute and deliver any such instrument after reasonable notice, Company shall have the right to do so in the undersigned's name, place and stead, and Company is hereby irrevocably appointed Lender and Artist's attorney-in-fact for such purposes, which power is coupled with an interest;
3. Company shall have the right, throughout the universe, in perpetuity, to use and reproduce, and to license others to use and reproduce Artist's name, approved likeness and approved biography in connection with the production, exhibition, advertising, promotion, and/or other exploitation of the Picture, and/or subsidiary and ancillary rights of any nature relating thereto and/or Lender and Artist's services hereunder, in any and all media, whether now known or hereafter devised, (including, without limitation, in connection with interviews, features, promotional films, and so-call "behind the scenes" programming) and provided that neither Lender nor Artist will be represented as directly or indirectly endorsing any product other than the Picture;
4. Artist shall be entitled a credit on screen in the main titles (whether such main titles appear at the beginning or the end of the Picture) on a separate card in substantially the form "Producer Tirrell D. Whittley". Artist shall also receive such credit in the full "billing block" portion (i.e., a billing block in which credit is accorded to the writer(s), director, the individual producer(s) and principal cast members of the

Picture), if any, of all paid advertising issued or controlled by Company, subject to each distributor of the Picture's standard exclusions and exceptions, provided that Artist shall receive such credit in the billing block of any excluded ads if any other producer, excluding Alan Elliott, receives producer credit in the billing block of such excluded ads. All other aspects of Artist's credit shall be at Producer's discretion.

5. Lender and Artist acknowledge that: (i) in the event of any breach hereunder, or any breach of the Agreement, by Company, Lender and Artist will be limited to a remedy at law for damages, if any, and neither Lender nor Artist will have the right, and each hereby expressly waives any right Lender and/or Artist may have to terminate or rescind this Certificate of Results and Proceeds or the Agreement or to restrain, enjoin or otherwise impair the production, distribution, advertising, publicizing or exploitation of the Picture or any rights therein; (ii) nothing herein shall obligate Company to use Lender and/or Artist's services or the results or proceeds thereof in the Picture or to produce, advertise or distribute the Picture; and (iii) this Certificate of Results and Proceeds shall be governed by the laws of the State of New York applicable to agreements executed and to be performed entirely therein; and

6. Lender and Artist agree that Company's rights with respect to the Work and/or Lender and Artist's services may be freely assigned and licensed and in the event of such assignment or license, this Certificate of Results and Proceeds shall remain binding upon Lender and Artist and inure to the benefit of any such assignee or licensee.

IN WITNESS WHEREOF, this document was executed as of April 26, 2019

Pure Whitt Productions LLC

By: 

Accepted and Agreed To:

Amazing Grace Movie, LLC

By: 

I, Tirrell D. Whitley, have read and am familiar with all the terms of the foregoing agreement between Amazing Grace Movie LLC ("Company") and Pure Whitt Productions LLC ("Lender") and, I consent to the execution thereof, ratify and confirm in my individual capacity all representations, warranties and agreements of Lender contained herein, agree to be bound by the terms and conditions thereof and agree that I shall render all services and grant all rights as are necessary to enable Lender to comply with its obligations under said agreement. In the event of any breach or default by Lender, I agree that without prior notice to me or Lender, Company may proceed against me as if I were a party thereto and I shall be primarily, jointly and severally liable with Lender thereunder.



Tirrell D. Whitley

EXHIBIT Z

CERTIFICATE OF OWNERSHIP OF RESULTS AND PROCEEDS

PICTURE: "AMAZING GRACE"

ARTIST: ROBERT JOHNSON

The undersigned hereby agrees and certifies that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in connection with the agreement between Artist and AMAZING GRACE MOVIE, LLC ("Company") dated as of April 2019 (the "Agreement") (it being understood that the execution of said agreement shall not be a condition precedent to the effectiveness of this Certificate, which shall itself be a valid and binding agreement):

1. All results and proceeds of the services of Artist in connection with the Picture (hereinafter, the "Work") constitute, within the meaning of the copyright laws of the United States, a "work made for hire" for Company prepared within the scope of Artist's employment and/or as a work specially ordered or commissioned for use as a part of a motion-picture or other audio-visual work and, as between Company and Artist, Company owns all right, title and interest in and to the Work and the Picture exclusively, in perpetuity, in all media, and throughout the universe for all purposes, including, without limitation, any rights arising under the copyright laws of the United States of America or any other jurisdiction. The payments made by Company or its assignees under the Agreement are deemed to include sufficient remuneration for all so-called rental and lending rights pursuant to any directive, enabling or implementing legislation, laws and regulations enacted by any nation throughout the world, including the member nations of the European Union. Artist hereby waives all rights of "Droit Moral" or "Moral Rights of Authors" or any similar rights or principles of law which Artist may now or later have in the Work; and

2. Without limiting the generality of the foregoing, insofar as the undersigned may possess any right, title and interest in and to the Work, the undersigned hereby irrevocably assigns any and all such right, title and interest to Company. Artist at the request of Company, shall execute and deliver to Company such assignments or other instruments as Company may deem reasonably necessary to establish, protect, enforce and/or defend any or all of Company's rights in the Work or under this Agreement. If Artist shall not so execute and deliver any such instrument within five (5) business days of company request therefore, Company shall have the right to do so in the undersigned's name, place and stead, and Company is hereby irrevocably appointed Artist's attorney-in-fact for such purposes, which power is coupled with an interest;

3. Company shall have the right, throughout the universe, in perpetuity, to use and reproduce, and to license others to use and reproduce Artist's name, likeness and biography in connection with the production, exhibition, advertising, promotion, and/or other exploitation of the Picture, and/or the services of any distributor of the Picture, and/or subsidiary and ancillary rights of any nature relating thereto and/or Artist's services hereunder, in any and all media, whether now known or hereafter devised, (including, without limitation, in connection with interviews, features, promotional films, and so-call "behind the scenes" programming) and provided that Artist will not be represented as directly or indirectly endorsing any product other than the Picture.

4. Artist shall be entitled a credit on screen in the main titles (whether such main titles appear at the beginning or the end of the Picture) on a separate card in substantially the form "Producer Rob Johnson". Artist shall also receive such credit in the full "billing block" portion (i.e., a billing block in which credit is accorded to the writer(s), director, the individual producer(s) and principal cast members of the Picture), if any, of all paid advertising issued or controlled by Company, subject to each distributor of the Picture's standard exclusions and exceptions, provided that Artist shall receive such credit in the billing block of any excluded ads if any other producer, excluding Alan Elliott, receives producer credit in the billing block of such excluded ads. All other aspects of Artist's credit shall be at Producer's discretion.

5. Artist acknowledges that: (i) in the event of any breach hereunder, or any breach of the Agreement, by Company, Artist will be limited to a remedy at law for damages, if any, and Artist will not have the right, and hereby expressly waives any right Artist may have to terminate or rescind this Certificate of Results and Proceeds or the Agreement or to restrain, enjoin or otherwise impair the production, distribution, advertising, publicizing or exploitation of the Picture or any rights therein; (ii) nothing herein shall obligate Company to use Artist's services or the results or proceeds thereof in the Picture or to produce, advertise or distribute the Picture; and (iii) this Certificate of Results and Proceeds shall be governed by the laws of the State of New York applicable to agreements executed and to be performed entirely therein; and

6. Artist agrees that Company's rights with respect to the Work and/or Artist's services may be freely assigned and licensed and in the event of such assignment or license, this Certificate of Results and Proceeds shall remain binding upon Artist and inure to the benefit of any such assignee or licensee.

By:

Robert J. Plun

EXHIBIT AA

CERTIFICATE OF OWNERSHIP OF RESULTS AND PROCEEDS

PICTURE: "AMAZING GRACE"

ARTIST: JOE BOYD

The undersigned hereby agrees and certifies that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in connection with the agreement between Artist and AMAZING GRACE MOVIE, LLC ("Company") dated as of ~~August 1, 2011~~ (the "Agreement") (it being understood that the execution of said agreement shall not be a condition precedent to the effectiveness of this Certificate, which shall itself be a valid and binding agreement):

1. All results and proceeds of the services of Artist in connection with the Picture (hereinafter, the "Work") constitute, within the meaning of the copyright laws of the United States, a "work made for hire" for Company prepared within the scope of Artist's employment and/or as a work specially ordered or commissioned for use as a part of a motion-picture or other audio-visual work and, as between Company and Artist, Company owns all right, title and interest in and to the Work and the Picture exclusively, in perpetuity, in all media, and throughout the universe for all purposes, including, without limitation, any rights arising under the copyright laws of the United States of America or any other jurisdiction. The payments made by Company or its assignees under the Agreement are deemed to include sufficient remuneration for all so-called rental and lending rights pursuant to any directive, enabling or implementing legislation, laws and regulations enacted by any nation throughout the world, including the member nations of the European Union. Artist hereby waives all rights of "Droit Moral" or "Moral Rights of Authors" or any similar rights or principles of law which Artist may now or later have in the Work; and

2.

Without limiting the generality of the foregoing, insofar as the undersigned may possess any right, title and interest in and to the Work, the undersigned hereby irrevocably assigns any and all such right, title and interest to Company. Artist at the request of Company, shall execute and deliver to Company such assignments or other instruments as Company may deem reasonably necessary to establish, protect, enforce and/or defend any or all of Company's rights in the Work or under this Agreement. If Artist shall not so execute and deliver any such instrument within five (5) business days of company request therefore, Company shall have the right to do so in the undersigned's name, place and stead, and Company is hereby irrevocably appointed Artist's attorney-in-fact for such purposes, which power is coupled with an interest;

3.

Company shall have the right, throughout the universe, in perpetuity, to use and reproduce, and to license others to use and reproduce Artist's name, likeness and biography in connection with the production, exhibition, advertising, promotion, and/or other exploitation of the Picture, and/or the services of any distributor of the Picture, and/or subsidiary and ancillary rights of any nature relating thereto and/or Artist's services hereunder, in any and all media, whether now known or hereafter devised, (including, without limitation, in connection with interviews, features, promotional films, and so-call "behind the scenes" programming) and provided that Artist will not be represented as directly or indirectly endorsing any product other than the Picture;

4.

Artist shall be entitled a credit on screen in the main titles (whether such main titles appear at the beginning or the end of the Picture) on a separate card in substantially the form "Producer Joe Boyd". Artist shall also receive such credit in the full "billing block" portion (i.e., a billing block in which credit is accorded to the writer(s), director, the individual producer(s) and principal cast members of the Picture), if any, of all paid advertising issued or controlled by Company, subject to

each distributor of the Picture's standard exclusions and exceptions, provided that Artist shall receive such credit in the billing block of any excluded ads if any other producer, excluding Alan Elliott, receives producer credit in the billing block of such excluded ads. All other aspects of Artist's credit shall be at Producer's discretion.

5. Artist acknowledges that: (i) in the event of any breach hereunder, or any breach of the Agreement, by Company, Artist will be limited to a remedy at law for damages, if any, and Artist will not have the right, and hereby expressly waives any right Artist may have to terminate or rescind this Certificate of Results and Proceeds or the Agreement or to restrain, enjoin or otherwise impair the production, distribution, advertising, publicizing or exploitation of the Picture or any rights therein; (ii) nothing herein shall obligate Company to use Artist's services or the results or proceeds thereof in the Picture or to produce, advertise or distribute the Picture; and (iii) this Certificate of Results and Proceeds shall be governed by the laws of the State of New York applicable to agreements executed and to be performed entirely therein; and

6. Artist agrees that Company's rights with respect to the Work and/or Artist's services may be freely assigned and licensed and in the event of such assignment or license, this Certificate of Results and Proceeds shall remain binding upon Artist and inure to the benefit of any such assignee or licensee.

IN WITNESS WHEREOF, this document was executed as of April 26, 2019.

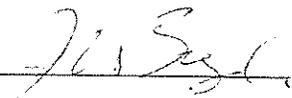
By: 

EXHIBIT BB



February 19, 2019 ("Effective Date")

Attention: Amazing Grace Movie LLC
1633 North Stanley Avenue
Los Angeles, CA 90046
Attn: Alan Elliott

RE: Amazing Grace / Spike Lee

Dear Alan,

This letter serves to memorialize certain terms between Amazing Grace Movie LLC ("Company") and Satchel N' Jackson Co., Inc. ("Lender") furnishing the services of Spike Lee ("Producer"), for the purpose of providing producer Services (as defined below) in connection with the feature film entitled, *Amazing Grace* ("Picture"). Lender and Company shall each be known as a "Party" and together, the "Parties."

Subject to execution by Lender of this letter, the Parties have agreed upon the following terms and conditions:

- Producer to perform, on a non-exclusive basis, executive producer services in connection with the sale and marketing of the Picture, as reasonably required by Company and as usually and customarily performed by first class executive producers in the motion picture industry ("Services"). Company acknowledges that Producer has satisfactorily performed all required Services.
- Company shall pay Lender deferred compensation in the amount of One Hundred Thousand US Dollars (\$100,000) ("Lender's Deferred Compensation"), payable as follows:
 - The first Fifty Thousand Dollars (\$50,000) shall be payable, if ever, on a pro-rata and pari passu basis with the deferred compensation to be paid to Alan Elliott (entitled to receive \$150,000), Joe Boyd (entitled to receive \$50,000), Joseph Woolf (entitled to receive \$50,000), Tirrell D. Whitley (entitled to receive \$50,000, Robert Johnson (entitled to receive \$50,000) and John Boyd (entitled to receive \$75,000 in legal fees), provided that the total of such deferred compensation and legal fees, including the \$50,000 payable to Lender, in accordance with this paragraph shall not exceed \$475,000 (such amount, the "Deferred Compensation"). Company hereby agrees that neither any individual producer (excluding the estate of Aretha Franklin, but for clarity and the avoidance of doubt, including all the persons named above) nor John Boyd shall receive any compensation of any kind in a more favorable position than the Deferred Compensation payable to producers as specified herein and the payment to Lender set forth in the next bullet point, provided that, for the avoidance of doubt, any monies paid to Robert Johnson in repayment of loans (including only customary and reasonable interest) made by him to Company or payments made by him to third parties (including but not limited to the Aretha Franklin estate) on behalf of Company in connection with the Picture shall not be deemed compensation for the purposes of this paragraph (provided further that Company represents and warrants that no such repayment and/or third party payments have been structured so as to be contrary to the spirit and intent of this Agreement with respect to the priority of payments with respect to Lender's Deferred Compensation)



- The remaining Fifty Thousand Dollars (\$50,000) shall be payable, if ever, from 100% of the available Gross Proceeds immediately following payment of the Deferred Compensation (subject to payment of residuals, CAMA fees, third-party agent commissions and Warner Brothers gross participation, and any compensation payable to the Aretha Franklin estate).

Company represents and warrants that (a) Lender's portion of the Deferred Compensations is payable on a guaranteed, "pay or play" basis solely to the extent there are sufficient Gross Proceeds to pay such Deferred Compensation. The amounts payable to the other parties entitled to participate in the Deferred Compensation as set forth above, excluding Alan Elliott, constitute 100% of the compensation payable to such persons (and/or any of their loan-out companies, if applicable) in connection with the Picture, other than any amounts such persons may be entitled to receive with respect to the Defined Net Proceeds of the Picture (as defined below). For the avoidance of doubt, any repayment of loans made to Company or payments made on behalf of Company (including only customary and reasonable interest) or recoupment of actual, verifiable third-party expenses incurred in connection with the Picture by any party entitled to participate in the Deferred Compensation shall not be deemed compensation in accordance with this paragraph.

- Lender shall receive a net proceeds participation in an amount equal to Three Percent (3%) of One Hundred Percent (100%) of the defined net proceeds of the Picture, if any, pursuant to the most favorable definition (Company shall provide Lender/Producer with a copy of such definition upon request) accorded to any other participant (the "Net Proceeds Participation"). Such participation shall be payable pursuant to the collection account management agreement for the Picture (to which Lender and Producer shall be a beneficiary), on terms no less favorable, and on a pro-rata and pari passu basis, with that of any other participant in defined net proceeds, with the exception of Aretha Franklin's estate. Lender and Producer shall have customary accounting and audit rights in connection with such participation, such rights and associated terms to be no less favorable than any other participant.
- Lender and Producer acknowledge and agree that Company makes no representation or warranty that the proceeds of the Picture shall be sufficient to generate any Deferred Compensation or Net Proceeds Participation. Nothing contained herein shall be construed to obligate Company to take any action to maximize revenues or gross receipts or to give Lender or Producer any right, title or interest of any kind in or to the revenues or gross receipts derived from the Picture. Neither the Deferred Compensation nor the Net Proceeds Participation shall constitute a lien or claim on the Picture or on any revenues or gross receipts derived therefrom.
- Producer, as an individual, shall be accorded producer credit on screen, in the main titles, on a separate card, and in the billing block of paid ads issued by or under the control of Company and/or any assignee, licensees or distributor, subject to any such distributor's standard exclusions and exceptions, provided that Producer shall receive a producer credit in the billing block of excluded ads if any other producers, excluding Alan Elliott, receive billing block producer credit in such excluded ads. Such producer credit is to be no less favorable in a size of type, style of font, and duration on screen than any other executive producer credit. All other characteristics of such credit shall be in Company's sole discretion.
- Producer's production company (i.e. 40 Acres and a Mule Filmworks) shall be accorded an animated production company logo credit on screen, in the main titles, in second to last position; and an "in association with" production company credit in the billing block of paid ads issued by or under the



control of Company and/or any assignee, licensees or distributor, subject to any such distributor's standard exclusions and exceptions; and in the billing block of excluded ads if any other production company, other than a distributor of the Picture, receives billing block credit in such excluded ads. Such company credits shall be no less favorable in a size of type, style of font, and duration on screen than any other company credit. All other characteristics of such credit shall be in Company's sole discretion.

- No casual or inadvertent failure by Company to provide the abovementioned credits shall be deemed a breach of this letter agreement, provided that Company shall take reasonable steps to (i) notify and obligate third parties to accord such credits and (ii) prospectively cure any such failure which is economically practical to cure.
- Except as otherwise provided herein, any use of Producer's personality rights (including, without limitation, name, likeness, voice, image, photograph, biography, statements etc.) is subject to Lender's prior written approval in each instance. Producer acknowledges that the use of Producer's and/or Lender's name and approved biography (to be provided by Producer within 3 days of Company's request therefor) in press materials for the Picture which mentions all of the producers of the Picture is hereby pre-approved.
- The Parties acknowledge and agree that: (i) Producer satisfactorily performed personal appearance services at two (2) screenings of the Picture (in Los Angeles and New York City) in December 2018; and (ii) Company has reached a deal with Neon for U.S. distribution of the Picture.
- Company shall indemnify, defend and hold harmless Lender, Producer and their affiliated and related persons and entities (the "Producer Parties") from and against any and all claims, losses, damages, penalties, settlements costs and expenses (including, without limitation, reasonable fees and expenses of outside counsel) arising from or in connection with third party claims relating to the financing, development, production, distribution and/or other exploitation of the Picture and/or any rights therein. Upon signature of this letter agreement, the Producer Parties shall be covered as additional insureds under customary errors and omissions and general liability insurance policies for the Picture.
- Lender and Producer acknowledge that neither Lender nor Producer have provided any services related to the development or production of the Picture nor has Lender or Producer made any creative contribution of any kind to the Picture which would give Lender or Producer any interest in the copyright of the Picture, and, as between Company, Lender and Producer, Company owns all right, title and interest in and to the Picture exclusively, in perpetuity, in all media, and throughout the universe for all purposes, including, without limitation, any rights arising under the copyright laws of the United States of America or any other jurisdiction. The payments made by Company or its assignees under the Agreement are deemed to include sufficient remuneration for all so-called rental and lending rights pursuant to any applicable directive, enabling or implementing legislation, laws and regulations enacted by any nation throughout the world, including the member nations of the European Union. Without limiting the foregoing, Lender and Producer hereby waive all rights of "Droit Moral" or "Moral Rights of Authors" or any similar rights or principles of law which Lender and/or Producer may now or later have in the Picture;
- Lender and Producer acknowledge that: (i) in the event of any breach hereunder, or any breach of the Agreement, by Company, Lender and Producer will be limited to a remedy at law for damages, if any, and neither Lender nor Producer will have the right, and each hereby expressly waives any right



Lender and/or Producer may have to terminate or rescind this Agreement or to restrain, enjoin or otherwise impair the production, distribution, advertising, publicizing or exploitation of the Picture or any rights therein; (ii) nothing herein shall obligate Company to use Lender and/or Producer's services or the results or proceeds thereof in the Picture or to produce, advertise or distribute the Picture; and (iii) this Agreement shall be governed by the laws of the State of New York applicable to agreements executed and to be performed entirely therein; and

- Lender and Producer agree that Company's rights with respect to this Agreement and/or Lender and Producer's services may be freely assigned and licensed and in the event of such assignment or license, this Agreement shall remain binding upon Lender and Producer and inure to the benefit of any such assignee or licensee.

The Parties acknowledge and agree to the foregoing terms and conditions set forth in this letter and that this term sheet constitutes a valid and binding agreement. It is understood that the Parties may (if they both elect), in good faith, negotiate a long form agreement which shall contain standard provisions for agreements of this nature and, upon the Parties' execution of such a long form agreement (if ever), the long form shall supersede and replace this agreement.

Best Regards,

Bart Walker

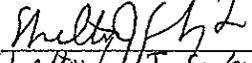
ACKNOWLEDGED AND AGREED:

Amazing Grace Movie LLC

Signature: 
Name: ALAN ELLIOTT
Title: PRES
Date: 6 9 19

ACKNOWLEDGED:

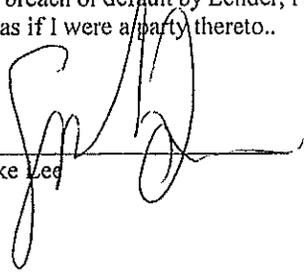
Satchel N' Jackson Co., Inc. f/s/o Spike Lee

Signature: 
Name: Shelton J. Spivey
Title: PRESIDENT
Date: 6/4/19



I, Spike Lee, have read and am familiar with all the terms of the foregoing agreement between Amazing Grace Movie LLC ("Company") and Satchel N' Jackson Co, Inc. ("Lender") and, I consent to the execution thereof, ratify and confirm in my individual capacity all representations, warranties and agreements of Lender contained herein, agree to be bound by the terms and conditions thereof and agree that I shall render all services and grant all rights as are necessary to enable Lender to comply with its obligations under said agreement. In the event of any breach or default by Lender, I agree that without prior notice to me or Lender, Company may proceed against me as if I were a party thereto..

Spike Lee

A handwritten signature in black ink, appearing to be "Spike Lee", written over a horizontal line.