4-27-1997

Defendant's Exhibit 162: Rights to Sam Sheppard's Life Story Agreement

Howard Braunstein
Jaffe/Braunstein Films

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This letter agreement will confirm the material terms of the agreement ("Agreement") between Jaffe/Braunstein Films, Ltd. ("Purchaser"), on the one hand, and Sam Reese Sheppard ("Sheppard") and Cynthia L. Cooper ("Cooper") (Sheppard and Cooper are jointly and severally referred to herein as "Grantor"), on the other hand, pursuant to which Grantor has granted to Purchaser the option to acquire all rights in and to Grantor's life story and experiences (focusing primarily on the events related to the wrongful conviction of Sheppard's father for the murder of Sheppard's mother, and Sheppard's enduring attempts to prove his father's innocence), and related materials in Grantor's possession and/or control, including but not limited to notes, research, memorabilia, diaries, letters, works, objects and photographs (said life story and related materials hereinafter are collectively referred to as the "Property"), with respect to the development and possible production of a motion picture or pictures, whether for television or otherwise based on the Property (the first such motion picture being referred to herein as the "Picture"). Notwithstanding the foregoing, the "Property" shall not include any material contained in that certain non-fiction book (the "Book") presently entitled "Mockery of Justice: The True Story of The Sheppard Murder Case", written by Cynthia L. Cooper and Sam Reese Sheppard and published by Northeastern University Press (the rights to which are being separately optioned concurrently herewith), and shall not include events occurring in Grantor's life following the completion of principal photography of the Picture, or April 27, 1999, whichever is earlier (it being understood and agreed that the foregoing cut-off date shall not apply to events which occurred prior to the cut-off date but did not become known until after the cut-off date). The Picture is currently intended to be a two (2) hour television motion picture.

OPTION: Upon the full execution of this Agreement and payment of the payment set forth below, Grantor hereby grants to Purchaser the exclusive and
irrevocable option (the “Option”) to purchase all motion picture, television, subsidiary, ancillary and allied rights (including all remake and sequel rights) in and to the Property and the right to portray Granter as more particularly described in Exhibits “A” and “B” attached hereto. The option period shall commence as of April 27, 1997 and shall expire, unless extended, eighteen (18) months from such commencement date (the “Initial Option Period”). Purchaser may extend the Initial Option Period for an additional six (6) months (the “Second Option Period”) by providing Granter with written notice thereof and paying to Grantor the sum specified in subparagraph 1(b), below at any time prior to the expiration of the Initial Option Period. The Initial Option Period and Second Option Period are collectively referred to herein as the “Option Period.”

(a) Initial Option Period Payment. As full and complete consideration for the Option granted to Purchaser for the Initial Option Period, Purchaser shall pay Grantor the sum of Seventy Thousand Dollars ($70,000.00) (the "Initial Option Period Payment"), which represents payment for a two (2) hour picture, payable upon the full execution of this Agreement. If it is later determined that the Picture is going to be longer than two (2) hours in length, the Initial Option Period Payment shall be increased by Forty-Seven Thousand Five Hundred Dollars ($47,500.00) (for a total of One Hundred Seventeen Thousand Five Hundred Dollars [$117,500.00] for the Initial Option Period), which increased amount shall be payable not later than the first to occur of the making of such determination, the date the shooting schedule is determined, or commencement of principal photography of the Picture. If Purchaser exercises its Option, the Initial Option Period Payment shall be applied against and in reduction of the applicable Purchase Price payable pursuant to Paragraph 3, below.

(b) Second Option Period Payment. If Purchaser elects to extend the Initial Option Period for the Second Option Period, Purchaser shall pay Grantor, prior to the expiration of the Initial Option Period, the additional sum of Thirty-Five Thousand Dollars ($35,000.00) for a two (2) motion picture (the “Second Option Period Payment”). If it is later determined that the Picture is going to be longer than two (2) hours in length, the Second Option Period payment shall be increased by Twenty-Five Thousand Dollars ($25,000.00) (for a total of Sixty Thousand Dollars [$60,000.00] for the Second Option Period), which increased amount shall be payable not later than the first to occur of the making of such determination, the date the shooting schedule is determined, or commencement of principal photography of the Picture. If Purchaser exercises its Option, an amount equal to fifty percent (50%) of the Second Option Period Payment shall be applied against and in reduction of the Purchase Price payable pursuant to Paragraph 3, below.

2. EXERCISE OF OPTION: The Option, if exercised, shall be exercised by written notice accompanied by the applicable Purchase Price during the Option Period or by commencement of principal photography of the Picture, whichever first occurs; provided that if principal photography of the Picture commences prior to the end of the Option Period, the Option will be deemed exercised and the applicable Purchase Price shall be payable within ten (10) business days after such commencement.
3. PURCHASE PRICE/OTHER COMPENSATION:

(a) If Purchaser exercises the Option, then Granter shall be entitled to receive the following applicable sum: (i) for a two (2) hour motion picture, the sum of Three Hundred Five Thousand Dollars ($305,000.00), or (ii) for a motion picture or mini-series which is longer than two (2) hours in length, the sum of Five Hundred Fifteen Thousand Dollars ($515,000.00), less any applicable Option payment(s) paid pursuant to Paragraphs 1(a) and (b) (the "Purchase Price").

(b) If the picture is produced and Granter is not in material default hereunder, Granter shall be entitled to receive an amount equal to five percent (5%) of one hundred percent (100%) of the "net profits" of the Picture derived from all sources of exploitation, with such "net profits" being defined, computed and accounted for pursuant to the net profit definition applicable to Purchaser.

(c) In the event the Picture is exhibited theatrically in the United States prior to its initial television exhibition in the United States, Granter shall be paid, upon its theatrical release, one hundred percent (100%) of the compensation payable to Grantor under Paragraphs 3(a) and 3(b) above, or (ii) if the Picture is released in the United States after its initial television broadcast, Granter shall be paid fifty percent (50%) of the compensation payable to Grantor under Paragraphs 3(a) and 3(b) above upon such initial theatrical release. In no event shall Granter receive more than one hundred percent (100%) of the compensation payable to Grantor under Paragraphs 3(a) and 3(b) above upon this Paragraph 3(c). For purposes of this paragraph, "theatrical release" shall mean general theatrical release in motion picture theaters before paying audiences and shall not include any test engagements, special previews, or engagements principally for market search purposes.

(d) In the event a remake or sequel based on the Picture is produced by Purchaser, then Granter shall be entitled to the following sums: (i) for any such sequel, fifty percent (50%) of the applicable Purchase Price payable to Grantor under Paragraph 3(a) above (to be determined by the length of such sequel), payable upon commencement of principal photography of such sequel, plus a percentage of net profits, if any, of such sequel, which percentage shall be equal to fifty percent (50%) of the profit participation payable under Paragraph 3(b) above; and (ii) for any such remake, thirty-three and one-third percent (33 1/3%) of the applicable Purchase Price payable to Grantor under Paragraph 3(a) above (to be determined by the length of such remake), payable upon commencement of principal photography of such remake, plus a percentage of net profits, if any, of such remake, which percentage shall be equal to thirty-three and one third percent (33 1/3%) of the profit participation payable under Paragraph 3(b) above.

(e) In the event an episodic television series based on the Picture is produced by Purchaser, then Purchaser shall negotiate with Granter in good faith for episodic royalty payments therefor, provided that the standard hundred percent (100%) formula over five (5) runs shall apply thereto.
4. **RIGHTS:** The motion picture, television, subsidiary, allied and ancillary rights hereby sold and assigned to Purchaser upon Purchaser's exercise of the Option and payment of the applicable Purchase Price shall include, without limitation, the following exclusive and perpetual rights (excluding the Reserved Rights set forth in Paragraph 5 below):

(a) Upon Purchaser's exercise of the Option, Purchaser and its successors, licensees and assigns shall acquire, exclusively, in perpetuity and throughout the universe, all right, title and interest, including the entire copyright (including any renewals and extensions thereof), in the Property, including, without limitation, all print publication rights, motion picture rights, all television rights (including, without limitation, pay, free, film, tape, cassette, cable, live and otherwise), all computer-assisted media rights (including, without limitation, interactive devices, mechanisms, or storage media for digital information such as CD-ROM, CD-I, 3DO and similar disc systems, or any other computer-based system whether PC, network, mainframe or otherwise, or which is made available through any delivery system now known or hereafter devised, including, but not limited to retail sales, point-of-purchase, cable, pay-per-view, broadcast transmission, telephone or cellular transmission and any other device or methods now known or hereafter devised), and all allied and incidental rights in the Property, including, by way of further illustration, sequel and remake rights, merchandising rights, publishing rights, radio rights, stage rights and promotional and advertising rights, commercial tie-up rights, videocassette, videodisc and soundtrack rights, in and to the Property, and all translations, adaptations, dramatizations, drafts and other versions thereof, and the right to exploit the aforesaid rights in any manner in any media by any means, whether now known or hereafter devised.

(b) Without limiting the generality of the foregoing, Purchaser will have the right to add to, subtract from, arrange, alter and revise the Property and all materials relating thereto in any manner and to combine such materials with materials furnished or created by any party. Grantor hereby waives any rights of "droit moral" that Grantor may have in the Property. Purchaser shall exercise full and final business and creative control over the exploitation of all rights granted hereunder. Notwithstanding the foregoing, Purchaser shall act in good faith not to portray Grantor or any of Grantor's family members (living or deceased) in an offensive manner, provided that Purchaser's good faith determination of the foregoing shall be binding. In addition, Purchaser will not portray Dr. Sam Sheppard as the murderer of his wife.

(c) The parties expressly agree that the Picture shall constitute a "work-made-for-hire" for Purchaser under all applicable copyright laws (including, without limitation, the United States Copyright Act of 1976); and that Purchaser shall be deemed to be the author thereof; and that Purchaser shall have the right to obtain, in Purchaser's name or in the name of its designee, all copyrights and copyright renewals, and any other protections whatsoever in connection therewith. If the Picture or any part thereof is ever determined not to be a "work-made-for-hire" for any reason whatsoever, Grantor hereby assigns to Purchaser all of Grantor's right, title and interest of every kind
and nature, throughout the universe, in perpetuity in and to the Picture, including, without
limitation, the copyright therein and thereto and all extensions and renewals thereof.

(d) During the Option Period, Purchaser shall have the right to engage in
preproduction activities in connection with the rights granted hereunder, including
without limitation the preparation of stories, treatments, teleplays and screenplays.

(e) Notwithstanding anything to the contrary contained herein, Purchaser
shall be entitled to all rights in and to the Property which Purchaser may have as a
member of the general public.

(f) All rights, licenses and privileges granted to Purchaser hereunder shall
be cumulative and Purchaser may exercise or use any or all of said rights, licenses and
privileges separately from, simultaneously with, or in connection with any other such
rights, licenses and privileges.

5. **RESERVED RIGHTS**

Grantor expressly reserves the following:

(a) **Print Publication Rights:** Grantor reserves all print publishing rights
with respect to the Property, including, but not limited to, the right to publish and
distribute printed versions of the Property and excerpts therefrom in book form, whether
hard cover or soft cover, and in magazines or other periodicals, whether in installments
or otherwise, and in audiotape or other recorded form as a non-dramatic reading of the
Property, subject to Purchaser's rights as provided for in this Agreement.
Notwithstanding anything to the contrary contained herein, Grantor shall exercise the
foregoing reserved print publishing rights, if at all, solely in connection with the literal
reproduction of the Property as originally published, and in no event shall Grantor adapt
or reproduce the Property, or otherwise trade upon the motion picture adaptations or
other adaptations of the Property contemplated to be produced by Purchaser under this
Agreement, in connection with the exploitation of the rights reserved by Grantor.

(b) **Live Stage and Radio Rights.** The right to perform the Property
or adaptations thereof on the spoken stage with actors appearing in person in
the immediate presence of the audience, or as a live non-dramatic radio broadcast,
provided that no recording, photography or other reproduction of such performance
is made, and further provided that: (i) Grantor agrees not to exercise, or permit any
other person to exercise, said live stage or radio rights earlier than three (3) years
after the first general release or telecast of the first Picture produced hereunder,
or five (5) years after the date of exercise of Purchaser's Option hereunder, whichever
is earlier; and, (ii) in the event Grantor desires to exercise, or authorize or
participate with another person to exercise, such live stage or radio rights,
Purchaser shall have a right of "First Negotiation and Last Refusal," as defined
below, to acquire all such live stage and/or radio rights in and to the Property.
The right of "First Negotiation and Last Refusal" shall mean that, prior to
accepting any bona fide offer or making any bona fide counter-offer to option, sell or
otherwise convey such rights, Grantor shall give Purchaser written notice of the terms of such offer, including the name of the offeror, which notice shall state that Grantor intends to accept such offer or make such counter-offer. Purchaser shall have ten (10) business days after receipt of such notice to advise Grantor in writing whether Purchaser accepts such terms (the "Notice Period"); provided, however, that Purchaser shall not be required to meet any of such terms as cannot be as easily met by Purchaser as by such offeror. If Purchaser so accepts, then the parties shall expeditiously negotiate in good faith a written agreement incorporating such terms. If Purchaser does not so accept, Grantor shall be free to enter into an agreement on such terms with such other party within ninety (90) days of the conclusion of the Notice Period. If any such terms are materially changed, then Grantor may not enter into such an agreement with such third party without recommencing the Notice Period set forth above. Notwithstanding the foregoing, Purchaser shall have radio simulcast rights in the Picture, as well as the right to broadcast over radio advertisements with respect to the Picture or other productions based hereunder.

6. CONSULTING: Grantor shall render consulting services to Purchaser in accordance with Purchaser's reasonable requests and as is customary in the entertainment industry in Los Angeles, California, including without limitation as follows:

   (a) Provide to Purchaser as requested all Property in Grantor's control or possession (provided that Purchaser shall pay for the copying, shipping, and return of original materials and documents provided at Purchaser's request);

   (b) During the Option Period and, if the Option is exercised, thereafter, upon Purchaser's request to be reasonably available to consult with Purchaser in connection with the Property, to provide to Purchaser verbal and/or written descriptions, mental impressions, memories, ideas, thoughts and the like relating to Grantor's life story and anecdotes thereof, correspondence, personal recollections and records, memorabilia and photographs (provided that Purchaser shall pay for the copying, shipping, and return of original materials and documents provided at Purchaser's request), and to cooperate with Purchaser and any screenplay and/or teleplay writers employed by Purchaser or Purchaser's assigns in connection with the writing of one or more screenplays, teleplays or other forms of exploitation of the Property;

   (c) Provide consultation on any and all matters relating to the creative and factual development and/or production of the Picture; and

   (d) Execute Grantor's personal releases (i.e., Exhibits "A" and "B" hereto), which release shall be effective during the Option Period, as extended, and thereafter only if the Option is exercised, and use best efforts to assist Purchaser in obtaining all other releases Purchaser seeks to obtain from any person or entity.

7. CREDIT: If Purchaser produces a Picture based on the Material (i.e., substantially incorporating the story, theme, characterizations and treatment of the Material and the subject matter), and provided that Grantor is not in material default
hereunder, Purchaser shall accord Grantor consulting credit on screen in the end
titles of the Picture, and in the “billing block” of paid advertising issued or
controlled by Purchaser in which the “screenplay by” or “directed by” credit
appears (subject to Purchaser’s standard exclusions and exceptions). All other
aspects of such credit (including, without limitation, position, size, prominence,
etc.) shall be in Purchaser’s sole and complete discretion.

8. REMEDIES: Grantor agrees that in the event of any dispute under this
Agreement, Grantor’s sole remedy shall be a suit at law for damages, and Grantor
hereby expressly waives the right to seek any equitable remedies, including without
limitation, injunctive relief, relating to the development, production or distribution of the
Picture or any other rights granted in any media. Grantor further waives all rights to
punitve damages under any and all circumstances.

9. REPRESENTATIONS AND WARRANTIES: Grantor hereby represents and
warrants the following:

(a) Except for materials in the public domain (and Grantor agrees to notify
Purchaser when material furnished by Grantor is in the public domain), Grantor is the
sole owner of the rights granted herein and Grantor has the right to enter into this
Agreement and grant such rights to Purchaser;

(b) Grantor will not exercise or authorize others to exercise, or participate
with others in any of the rights granted hereunder;

(c) With the sole exception of the Book (the rights to which are being
optioned concurrently herewith), Grantor has not published or registered (or authorized
or participated with others to publish or register) the Property or any portion thereof for
copyright, or produced, performed or registered for copyright in any country in the world
(or authorized or participated with others to produce, perform or register for copyright)
any motion picture, television, radio, dramatic or other version or adaptation of the
Property heretofore made;

(d) The descriptions and anecdotes of the Property furnished by Grantor
hereunder are and shall be wholly factual and no incident therein or part thereof is or
will be taken from, based upon or adapted from any literary material or dramatic work
created by others, or any motion picture or television program;

(e) To the best of Grantor’s knowledge (including that which Grantor
should have known in the exercise of reasonable prudence), Purchaser’s full exercise
of the rights granted hereunder will not in any way violate or infringe upon any copyright
or constitute a libel, defamation or invasion of the rights of privacy or publicity, or
otherwise violate or infringe upon any other rights whatsoever, of any person, firm or
corporation; and
(f) Grantor has not assigned, licensed, encumbered or hypothecated any of the rights granted hereunder. To the best of Grantor's knowledge (including that which Grantor should have known in the exercise of reasonable prudence), there are currently no rights, licenses or grants of any kind with respect to the Property in favor of any person, firm or corporation other than those contained herein. Further, Grantor knows of no claim, litigation or other proceeding pending or threatened which could in any way impair, limit, diminish or infringe upon the rights granted hereunder.

Grantor's representations and warranties herein pertain to the Property only and not to any new material inserted therein by Purchaser in the exercise of Purchaser's rights hereunder.

10. INDEMNIFICATION: Grantor agrees to indemnify and hold harmless Purchaser and Purchaser's licensees, successors and assigns, and the employees, officers, directors, agents, attorneys, and shareholders of each of them from and against any and all claims, liability, judgments, expenses, losses of any kind, nature or description (including attorney's fees) sustained, paid or incurred by Purchaser or Purchaser's licensees, successors or assigns as a result of or in connection with any breach, inaccuracy and/or alleged inaccuracy of any warranty, covenant, undertaking, representation or agreement made or entered into in this Agreement by Grantor. This shall include expenses in suits and proceedings at law or in equity by Purchaser against Grantor concerning the validity or the establishing of the warranties of Grantor hereunder. Purchaser agrees to indemnify and hold harmless Grantor and Grantor's licensees, successors and assigns from and against any and all claims, liability, judgments, expenses, losses of any kind, nature or description (including attorney's fees) arising out of new material inserted into the Picture by or under the authority of Purchaser.

11. LEGAL PROCEEDINGS: Grantor hereby grants to Purchaser the free and unrestricted right, but at Purchaser's own cost and expense, to institute in the name and on behalf of Grantor, any and all suits and proceedings at law or in equity, to enjoin and restrain any infringements of the rights herein granted. Grantor hereby assigns and sets over unto Purchaser any and all causes of action arising or resulting by reason of or based upon any such infringement, whether occurring before or after the date of this Agreement, and hereby assigns and sets over to Purchaser any and all recoveries obtained in any such action. Grantor will not compromise, settle or in any manner interfere with such litigation if brought, but will, at Purchaser's request, aid in the prosecution of any such action. Grantor shall have the right (at Grantor's sole expense) to have Grantor's own counsel present in connection with the defense of any such action; provided, however, that such counsel fully cooperates with Purchaser's counsel and in no way interferes with the handling of the case by Purchaser's counsel. Grantor understands and agrees that all aspects of the defense of any such claim, whether as part of any litigation, negotiations or otherwise (including, without limitation, any decision regarding any settlement), shall be controlled by Purchaser. Purchaser shall be free to use counsel of Purchaser's choice in connection therewith.
12. **FORCE MAJEURE/DEFAULT:** Notwithstanding any other provisions of this Agreement, if the development or production of the Picture is materially interrupted by any force majeure events (e.g., fire, earthquake, flood, epidemic, catastrophic accident, explosion, casualty, strike, lock-out, riot, civil disturbance, act of public enemy, embargo, war, act of God, by any municipal, state or federal ordinance or law, by any legally constituted authority, whether municipal, state or federal, by the issuance of any executive or judicial order), or by Grantor's death, disability, or default of this Agreement, then at the election of Purchaser, the Option Period and Purchaser's obligations under this Agreement may be suspended in Purchaser's sole discretion for such time as such conditions may exist (but such suspension shall not exceed eight [8] months unless such suspension is for an industry-wide shut down), and the Option Period shall be extended for a period measured from the date of the occurrence of the event of force majeure, or Grantor's disability, death or default (as applicable).

13. **JOINT AND/OR SEVERAL LIABILITY/EXCEPTIONS THERE TO:** If Grantor consists of more than one individual, this Agreement and the terms "Grantor" shall be deemed to refer to such individuals jointly and/or severally, at Purchaser's election. Except as otherwise provided herein below, in the event one such individual is in default or suffers a disability, Purchaser may exercise its rights hereunder against the individual in default or suffering a disability (as the case may be) or against both such individuals hereunder, as it may elect. All compensation payable to Grantor will be allocated equally for the services of all individuals comprising Grantor unless specifically provided otherwise. Notwithstanding anything to the contrary contained in this Agreement, neither individual comprising Grantor shall be liable to Purchaser for the acts or statements of the other individual.

14. **ASSIGNMENT:** Purchaser may assign this Agreement, in whole or in part, at any time and to any party as Purchaser may determine in its sole discretion. Purchaser shall remain secondarily liable to Grantor hereunder unless such assignment is to a "major" or "mini-major" motion picture company (as those terms are commonly understood in the motion picture industry), financier, distributor, or to a U.S. free or pay television network, or similarly financially responsible third party, or an entity into which Purchaser merges or is consolidated, an entity which acquires all or substantially all of Purchaser's assets or a person or entity which is controlled by, or under common control with, or controls Purchaser, and such assignee assumes Purchaser's obligations hereunder in writing.

15. **NO OBLIGATION TO PROCEED:** Nothing herein contained shall be construed to obligate Purchaser to produce, distribute, release, perform, exhibit or otherwise exploit any motion picture, television, theatrical or other production or other version based upon, adapted from or suggested by the Property, in whole or in part, or to otherwise exercise, exploit or make any use of any of the rights, licenses, privileges or property herein granted to Purchaser.

16. **NOTICES:** All notices which Purchaser may be required or may desire to give to Grantor hereunder may be delivered to Grantor personally or sent to Grantor by
mail (postage prepaid), telegraph or telefax (followed by mail) at the address set forth above, or such other address as Grantor may hereafter designate in writing. Any notices that Grantor may be required or may desire to give to Purchaser shall be delivered to Purchaser personally or sent to Purchaser by mail (postage prepaid), telegraph or telecopy (promptly followed by mail) at the address set forth above, or at such other address or addresses as Purchaser may hereafter from time to time designate in writing. Mandatory copies of all notices to Purchaser shall be delivered or sent by mail (postage prepaid), telegraph, or telecopy (promptly followed by mail) to Rosenfeld, Meyer & Susman, LLP, 9601 Wilshire Boulevard, 4th Floor, Beverly Hills, California 90210, Telecopier No. 310-271-6430, or such other person(s) and/or address(es) as Purchaser may hereafter from time to time designate in writing. Mandatory copies of all notices to Grantor shall be delivered or sent by mail (postage prepaid), telegraph, or telecopy (promptly followed by mail) to Grantor care of Carol Mann at The Carol Mann Agency, 55 Fifth Avenue, 15th Floor, New York, New York 10003. Unless otherwise provided for herein, the date of mailing, postage prepaid, or delivery to the telegraph office, toll prepaid, or telecopying, as the case may be, of any notice or payment hereunder, shall be deemed the date of service of such notice or making of such payment.

17. **PAYMENT:** All payments which Purchaser may be required to make to Grantor hereunder shall be made payable to The Carol Mann Agency as the agent for Grantor, and shall be delivered to the attention of Carol Mann at The Carol Mann Agency, 55 Fifth Avenue, 15th Floor, New York, New York, 10003, by mail or telegraph with a copy of the check and any forwarding letter to The Gersh Agency, Attention: Ron Bernstein, at the address set forth above. Grantor acknowledges and agrees that payment in such fashion constitutes payment to Grantor.

18. **MISCELLANEOUS:** This Agreement, including Exhibits "A" and "B" hereto, contains the full and complete understanding and agreement between the parties with respect to the within subject matter, and supersedes all other agreements between the parties, whether written or oral relating thereto, and may not be modified or amended except by written instrument executed by both of the parties hereto. No agent, employee or representative of Purchaser has any authority to make any representation or promise not contained in this Agreement, and Grantor expressly agrees that Grantor has not executed this Agreement based upon any such representation or promise. No waiver by either party of any breach hereof shall be deemed a waiver of any preceding or succeeding breach hereof. Purchaser shall not be liable for any breach of this Agreement unless it shall have received written notice from Grantor of such breach and shall not, within a reasonable time after receipt of such notice, have cured such breach. Nothing herein contained shall constitute a partnership between or joint venture by the parties hereto, or constitute either party the agent of the other. Neither party shall hold itself out contrary to the terms of this Paragraph, and neither party shall become liable for the representation, act or omission of the other contrary to the provisions hereof. Without limitation of Purchaser's assignment rights herein, this Agreement is not for the benefit of any third party, and shall not be deemed to give any right or remedy to any third party, whether referred to herein or not. Nothing contained in this Agreement shall
be construed so as to require the commission of any act contrary to law, and wherever there is any conflict to any extent between any provisions of this Agreement or the application thereof to any party or circumstance and any statute, law, ordinance, order or regulation contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event any provision of this Agreement so affected shall be curtailed and limited only to the extent necessary to bring it within such requirements; provided, however, that no other provision of this Agreement shall be affected thereby and each other such provision shall continue in full force and effect and shall be valid and enforceable to the fullest extent permitted by law. This Agreement shall in all respects be subject to the laws of the State of California applicable to agreements executed and wholly performed within such State, to the exclusion of laws of jurisdictions. The parties agree that the federal and state courts within the County of Los Angeles of the State of California only shall have exclusive jurisdiction over all disputes that may arise in connection with this Agreement. All parties hereby waive objections thereto based on venue, subject matter jurisdiction and personal jurisdiction. All the rights, licenses, privileges and property herein granted to Purchaser are irrevocable and not subject to rescission, restraint, or injunction under any or all circumstances.

Sincerely,
JAFFE BRAUNSTEIN FILMS, LTD.

By: [Signature]

Its: [Signature]

Date: 5-30-97

AGREED AND ACCEPTED:

SAM REESE SHEPPARD

Date: 4-30-97

CYNTHIA L. COOPER

Date: 5-6-97
EXHIBIT "A"

Jaffe/Braunstein Films, Ltd.
7920 Sunset Boulevard
Fourth Floor
Los Angeles, CA 90046
Attention: Howard Braunstein

Ladies and Gentlemen:

Reference is hereby made to that certain Life Story Agreement ("Agreement") dated as of February 28, 1997 between Jaffe/Braunstein Films, Ltd. ("you") and Sam Reese Sheppard ("me") to which this Exhibit “A” is attached.

For valuable consideration of the sum of One Dollar ($1.00), receipt of which is hereby acknowledged, I hereby agree as follows:

1. I agree to supply to you and/or your designee(s) all information in and/or under my possession and/or control regarding biographical incidents in my life and information related to my history and my story focusing primarily on the conviction of my father, Dr. Samuel Sheppard, for the murder of my mother, and my attempts to prove my father's innocence (the "Material") (but expressly excluding any material contained in that certain non-fiction book [the "Book"] presently entitled "Mockery of Justice: The True Story of the Sheppard Murder Case", written by Cynthia L. Cooper and Sam Reese Sheppard and published by Northeastern University Press, the rights to which are being separately optioned concurrently herewith, and expressly excluding events occurring in my life following the earlier of the completion of principal photography of the Picture, or April 27, 1999, whichever is earlier [it being understood and agreed that the foregoing cut-off date shall not apply to events which occurred prior to the cut-off date but did not become known until after the cut-off date]). I shall supply the Material to you as you may request at such times and places as you reasonably request. I agree to furnish you with access to such personal property in my possession and/or control with respect to the Material as you may request, and Material, as used herein, shall include all such property. It is understood and agreed that you shall pay for the copying, shipping, and return of original materials and documents provided at your request.

2. Upon your exercise of the Option and payment of the applicable Purchase Price set forth in the Agreement, I hereby grant to you all motion picture, television, subsidiary, ancillary and allied rights (including all remake and sequel rights) in and to the Material.

3. I agree that with respect to all aspects of and/or in connection with the preparation, development, and exploitation of the rights granted hereunder, I will, at
your request (but subject to my professional availability, provided that I will use my best efforts to make myself available), consult with you and/or your designee(s) and contribute any information and other Material reasonably required or desired by you and/or them. Without limitation, such consultation and contribution shall be with respect to each and every element related to the development, production, distribution and/or exploitation of such rights.

4. In and in connection with any production based upon the Material, you may use, depict or cause the depiction of me, my name, likeness, and/or my character (my “Attributes”) pursuant to the rights granted under the Agreement in any manner as you may determine. Without limiting the generality of the foregoing, you may use, depict or cause the depiction of my Attributes by the actor of your choice or in any other manner as you, in your sole discretion, may determine; provided, however, that you will consult with me in good faith regarding the actor you choose to portray me, it being understood that your decision shall be final.

5. I agree that in the exploitation of any rights granted hereunder and in the use of my Attributes in connection therewith, actual incidents involving me and/or other characters may be depicted, or only fictitious incidents may be depicted, or incidents which are partially true and partially fictitious may be depicted. You may add to and delete from the Material as you may determine in your sole discretion. All matters relating to the Material and any production based thereon shall be and remain within your sole discretion. Notwithstanding the foregoing, you have agreed to act in good faith not to portray me or any of my family members (living or deceased) in an offensive manner, provided that your good faith determination of the foregoing shall be binding. In addition, it is understood and agreed that you will not portray Dr. Sam Sheppard as the murderer of his wife.

6. I agree not to claim or assert that any exploitation of the Material and/or any production based thereon, adapted from, or suggested by the Material or any use made of the Attributes pursuant to this agreement constitutes a violation of any of my rights, including, without limitation, rights of privacy and publicity, and I waive my rights to bring and prosecute an action for defamation, false light or any similar action, whether such exploitation and/or use is made by you and/or by your licensees, successors and/or assigns. I hereby release and relieve you and your successors, licensees, assigns, and the officers, directors, shareholders, employees and representatives of each of you and them (jointly and severally, the “Releasees”) of and from any and all claims by or under my authority arising out of or in connection with any production produced and/or created by you or any other Releasee(s), and, without limiting the generality of the foregoing, I hereby agree to and do hereby indemnify and hold harmless you and each of the other Releasees from and against any claim, action, proceeding, and/or demand brought, maintained, prosecuted or made by or through me and from and against any and all loss, cost, damage and/or expense incurred by you or any other Releasee(s) in connection therewith, including, but not limited to, attorneys’ fees. In connection with the foregoing, I expressly waive any right or benefit available
under the provisions of Section 1542 of the Civil Code of the State of California (or any similar law in any other jurisdiction), which provides that:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

7. This release and consent is irrevocable and applies equally to any and all productions based on the Material, and is made not only for the benefit of you and each of the other Releasees, but also for the benefit of any other person, firm or corporation to whom you or any other Releasee(s) may sell, assign and/or license any or all of the rights, privileges and powers and/or immunities herein granted.

8. Upon your exercise of the Option and payment of the applicable Purchase Price set forth in the Agreement, I hereby agree that the present consent and release and the rights herein granted are and shall be exclusive to you in perpetuity, and I hereby represent and warrant that I have not granted or accorded to others such or similar rights or privileges as are contained herein which derogate from the rights granted to you herein and that I will not hereafter do so. I further agree to the extent that I may now or later have the right to prevent the use by others of (a) my name, likeness, voice and/or character in a manner inconsistent with the grant of rights to you, (b) any or all Material, and/or (c) any or all productions based upon the Material, that I will use all reasonable good faith efforts to do so, and I hereby agree that you may and I hereby irrevocably grant you full power and authority to begin and prosecute in my name such claims, actions and/or proceedings and to take any and all steps as you in your sole discretion may elect (but upon your sole responsibility and at your sole expense), to restrain and prevent others from so depicting, presenting and/or otherwise using my name, likeness, voice, any Material and/or production based thereon. I shall have the right (at my sole expense) to have my own counsel present in connection with the defense of any such action; provided, however, that such counsel fully Cooperates with your counsel and in no way interferes with the handling of the case by your counsel. I understand and agree that all aspects of the defense of any such claim, whether as part of any litigation, negotiations or otherwise (including, without limitation, any decision regarding any settlement), shall be controlled by you. You shall be free to use counsel of your choice in connection therewith.

9. Nothing herein contained shall be deemed to obligate you to exploit the Material or any production based thereon or to make any other use of the rights herein granted. As far as I am concerned, any of the rights granted hereunder may be licensed, used, exploited, sold, leased or otherwise dealt with as you and/or any other person, firm or corporation acting by or under your authority may determine. Without limiting the generality of the foregoing, any motion picture and/or television program(s)
based on any Material hereunder may be distributed by you or others at any time, and the exploitation thereof may be continued for such time or times and in such place or places as you may desire, and such exploitation may be resumed by you or them for such time or times and in such place or places and as often as you or they desire.

10. Upon your exercise of the Option and payment of the applicable Purchase Price set forth in the Agreement, you shall have the perpetual and exclusive right to use and license others to use my Attributes and/or the Material, or any of them, in connection with the advertising, publicizing and exploitation of all or any productions based on the Material.

11. I understand that you are relying upon this agreement in entering into an agreement for the development of a one or more motion pictures or television productions based upon the rights herein granted to you and that the development thereof will be a substantial cost to you and to your licensee(s).

Very truly yours,

[Signature]

SAM REESE SHEPPARD
EXHIBIT "B"

Jaffe/Braunstein Films, Ltd.
7920 Sunset Boulevard
Fourth Floor
Los Angeles, CA 90046
Attention: Howard Braunstein

Ladies and Gentlemen:

Reference is hereby made to that certain Life Story ("Agreement") Agreement dated as of February 28, 1997 between Jaffe/Braunstein Films, Ltd. ("you") and Cynthia L. Cooper ("me") to which this Exhibit "A" is attached.

For valuable consideration of the sum of One Dollar ($1.00), receipt of which is hereby acknowledged, I hereby agree as follows:

1. I agree to supply to you and/or your designee(s) all information in and/or under my possession and/or control regarding biographical incidents in my life and information related to my history and my story including, but not limited to, my experiences with the Sam Sheppard murder trial and Sam Reese Sheppard's attempts to prove his father's innocence (the "Material") (but expressly excluding any material contained in that certain non-fiction book [the "Book"] presently entitled "Mockery of Justice: The True Story of the Sheppard Murder Case", written by Cynthia L. Cooper and Sam Reese Sheppard and published by Northeastern University Press, the rights to which are being separately optioned concurrently herewith and expressly excluding events occurring in my life following the earlier of the completion of principal photography of the Picture, or April 27, 1999, whichever is earlier [it being understood and agreed that the foregoing cut-off date shall not apply to events which occurred prior to the cut-off date but did not become known until after the cut-off date]). I shall supply the Material to you as you may request at such times and places as you reasonably request. I agree to furnish you with access to such personal property in my possession and/or control with respect to the Material as you may request, and Material, as used herein, shall include all such property. It is understood and agreed that you shall pay for the copying, shipping, and return of original materials and documents provided at your request.

2. Upon your exercise of the Option and payment of the applicable Purchase Price set forth in the Agreement, I hereby grant to you all motion picture, television, subsidiary, ancillary and allied rights (including all remake and sequel rights) in and to the Material.
3. I agree that with respect to all aspects of and/or in connection with the preparation, development, and exploitation of the rights granted hereunder, I will, at your request (but subject to my professional availability, provided that I will use my best efforts to make myself available), consult with you and/or your designee(s) and contribute any information and other Material reasonably required or desired by you and/or them. Without limitation, such consultation and contribution shall be with respect to each and every element related to the development, production, distribution and/or exploitation of such rights.

4. In and in connection with any production based upon the Material, you may use, depict or cause the depiction of me, my name, likeness, and/or my character (my "Attributes") pursuant to the rights granted under the Agreement in any manner as you may determine. Without limiting the generality of the foregoing, you may use, depict or cause the depiction of my Attributes by the actor of your choice or in any other manner as you, in your sole discretion, may determine; provided, however, that you will consult with me in good faith regarding the actor you choose to portray me, it being understood that your decision shall be final.

5. I agree that in the exploitation of any rights granted hereunder and in the use of my Attributes in connection therewith, actual incidents involving me and/or other characters may be depicted, or only fictitious incidents may be depicted, or incidents which are partially true and partially fictitious may be depicted. You may add to and delete from the Material as you may determine in your sole discretion. All matters relating to the Material and any production based thereon shall be and remain within your sole discretion. Notwithstanding the foregoing, you have agreed to act in good faith not to portray me or any of my family members (living or deceased) in an offensive manner, provided that your good faith determination of the foregoing shall be binding. In addition, it is understood and agreed that you will not portray Dr. Sam Sheppard as the murderer of his wife.

6. I agree not to claim or assert that any exploitation of the Material and/or any production based thereon, adapted from, or suggested by the Material or any use made of the Attributes pursuant to this agreement constitutes a violation of any of my rights, including, without limitation, rights of privacy and publicity, and I waive my rights to bring and prosecute an action for defamation, false light or any similar action, whether such exploitation and/or use is made by you and/or by your licensees, successors and/or assigns. I hereby release and relieve you and your successors, licensees, assigns, and the officers, directors, shareholders, employees and representatives of each of you and them (jointly and severally, the "Releasees") of and from any and all claims by or under my authority arising out of or in connection with any production produced and/or created by you or any other Releasee(s), and, without limiting the generality of the foregoing, I hereby agree to and do hereby indemnify and hold harmless you and each of the other Releasees from and against any claim, action, proceeding, and/or demand brought, maintained, prosecuted or made by or through me and from against any and all loss, cost, damage and/or expense incurred by you or any other Releasee(s) in connection therewith, including, but not limited to, attorneys'
fees. In connection with the foregoing, I expressly waive any right or benefit available under the provisions of Section 1542 of the Civil Code of the State of California (or any similar law in any other jurisdiction), which provides that:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

7. This release and consent is irrevocable and applies equally to any and all productions based on the Material, and is made not only for the benefit of you and each of the other Releasees, but also for the benefit of any other person, firm or corporation to whom you or any other Releasee(s) may sell, assign and/or license any or all of the rights, privileges and powers and/or immunities herein granted.

8. Upon your exercise of the Option and payment of the applicable Purchase Price set forth in the Agreement, I hereby agree that the present consent and release and the rights herein granted are and shall be exclusive to you in perpetuity, and I hereby represent and warrant that I have not granted or accorded to others such or similar rights or privileges as are contained herein which derogate from the rights granted to you herein and that I will not hereafter do so. I further agree to the extent that I may now or later have the right to prevent the use by others of (a) my name, likeness, voice and/or character in a manner inconsistent with the grant of rights to you, (b) any or all Material, and/or (c) any or all productions based upon the Material, that I will use all reasonable good faith efforts to do so, and I hereby agree that you may and I hereby irrevocably grant you full power and authority to begin and prosecute in my name such claims, actions and/or proceedings and to take any and all steps as you in your sole discretion may elect (but upon your sole responsibility and at your sole expense), to restrain and prevent others from so depicting, presenting and/or otherwise using my name, likeness, voice, any Material and/or any production based thereon. I shall have the right (at my sole expense) to have my own counsel present in connection with the defense of any such action; provided, however, that such counsel fully cooperates with your counsel and in no way interferes with the handling of the case by your counsel. I understand and agree that all aspects of the defense of any such claim, whether as part of any litigation, negotiations or otherwise (including, without limitation, any decision regarding any settlement), shall be controlled by you. You shall be free to use counsel of your choice in connection therewith.

9. Nothing herein contained shall be deemed to obligate you to exploit the Material or any production based thereon or to make any other use of the rights herein granted. As far as I am concerned, any of the rights granted hereunder may be licensed, used, exploited, sold, leased or otherwise dealt with as you and/or any other person, firm or corporation acting by or under your authority may determine. Without
limiting the generality of the foregoing, any publication, motion picture and/or television program(s) based on any Material hereunder may be distributed by you or others at any time, and the exploitation thereof may be continued for such time or times and in such place or places as you may desire, and such exploitation may be resumed by you or them for such time or times and in such place or places and as often as you or they desire.

10. Upon your exercise of the Option and payment of the applicable Purchase Price set forth in the Agreement, you shall have the perpetual and exclusive right to use and license others to use my Attributes and/or the Material, or any of them, in connection with the advertising, publicizing and exploitation of all or any productions based on the Material.

11. I understand that you are relying upon this agreement in entering into an agreement for the development of a one or more motion pictures or television productions based upon the rights herein granted to you and that the development thereof will be a substantial cost to you and to your licensee(s).

Very truly yours,

CYNTHIA L. COOPER