

# David B. Perry

4601 Ainsworth Circle

Grapevine, Texas 76051

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July 27, 1992

Harold Weisberg  
7627 Old Receiver Road  
Frederick, Maryland 21702

Dear Harold,

Here is part two of my post trip to Washington letter. If you have not already received the first one [it has the Matsu contract] you have one to go. Anyway, enclosed you will find:

Ricky's request to review the Dallas Police file on his father.

City of Dallas Secret memo on the White case. Note that Ricky was going to claim that Hazel worked at the TSBD.

The background check DPD did on Roscoe. Geneva never was employed by Ruby. She hit her head and was unable to work.

The "three tramp" arrest records. I also included the records on Daniel Douglas and John Elrod.

The JFK Center's contract with Stone

Happy reading.

Best wishes,



Dave Perry

Received  
12/15/90

CAMELOT PRODUCTIONS CORP.  
11255 Olympic Boulevard  
Los Angeles, California 90064  
Attention: A. Kitman Ho

As of August 1, 1990

John F. Kennedy Assassination Center  
903 Munger Street  
Dallas, Texas 75214

Re: "Camelot"

Gentlemen:

This letter confirms the material terms and conditions of the agreement (the "Agreement") between the John F. Kennedy Assassination Center (the "Center"), a Texas corporation, Federal I.D. No. \_\_\_\_\_, and Camelot Productions Corp. ("Producer"), a California corporation, in connection with the development and production by Producer of a theatrical motion picture regarding the assassination of John F. Kennedy ("JFK"), the working title of which is "Camelot" (the "Picture") as follows:

1. Rights Granted. In order to assist Producer in researching the life and assassination of JFK in connection with the development of and possible production of the Picture, commencing on the date hereof and continuing through delivery by Producer of the answer print of the Picture to the Picture's distributor, the Center hereby grants to Producer, access, for review, analysis and use in and in connection with the Picture and the development and production thereof, to all files, documents, memorabilia, artifacts, film, tape, video or other footage and any and all other materials regarding JFK's life and/or assassination which may be contained in the Center and/or in the Assassination Archives and Research Center (the "AARC"), an organization affiliated with the Center located at 918 F Street, N.W., Washington, D.C. 20004 (collectively the "Materials"). The Center further agrees to assist Producer in locating any of the Materials within the Center and/or the AARC and to provide Producer with information to locate materials outside the Center and the AARC analogous or related to the Materials. The Center further acknowledges and agrees that Producer shall have the right to copy, record, recreate and/or reproduce some or all of the Materials by using materials analogous to the Materials, in and in connection with the Picture and the development and production thereof.

The Center acknowledges and agrees that the Picture (which may or may not incorporate or otherwise use any or all of the Materials or any elements, versions or recreations thereof)

shall be owned and controlled exclusively by Producer, and that Producer shall own and control any and all rights of every kind, nature and description therein and thereto, including, but not limited to, the Materials and all versions, elements, reproductions and/or recreations thereof contained or referred to in the Picture and the right to distribute, license, use, exhibit and/or otherwise exploit the Picture, in Producer's sole discretion, in perpetuity, throughout the universe, in any and all media, whether now known or hereafter devised, including, without limitation, derivative works and/or adaptations thereof, and all such rights shall be and shall remain irrevocably vested in Producer.

2. Consulting Services. The Center agrees to provide to Producer the service of Larry Howard, Larry Harris and Gary Shaw (individually a "Consultant", jointly and severally the "Consultants") as consultants in connection with the development and production of the Picture, and Consultants agree to render such services, on the terms and conditions set forth herein.

The services of the Consultants shall commence on the date hereof and continue for a period of one (1) year, provided that if the Picture is actually produced, such services shall continue until Producer delivers the final answer print of the Picture to the Picture's distributor. The Center agrees to cause Consultants to render their services diligently and to the best of their ability. The services to be rendered by Consultants shall include, without limitation, analysis and interpretation of the Materials and events and other information surrounding and concerning the life and assassination of JFK.

The Center and the Consultants hereby grant to Producer, and Producer shall own and control, exclusively and in perpetuity throughout the universe, all rights of every kind or character, including, without limitation, the copyright and results and proceeds of any kind or nature of Consultant's services rendered hereunder, including, but not limited to, the right to use such results and proceeds or any portion thereof in and in connection with Picture and to distribute, license, use, exhibit and/or otherwise exploit the Picture, in Producer's sole discretion, in perpetuity, throughout the universe, in any and all media, whether now known or hereafter devised, including, without limitation, derivative works and/or adaptations thereof, and all such rights shall be and shall remain irrevocably vested in Producer. The Center and Consultants acknowledge and agree that the services of Consultants rendered hereunder are specially commissioned or ordered for use as part of a motion picture or other audiovisual work and shall constitute a "work made for hire" for Producer within the meaning of the copyright law of the United States and that Consultants' services are rendered as Producer's "employees for hire" and that if, for any reason, any Consultant is not deemed to be an "employee for hire" hereunder, at Producer's request, such Consultant shall execute and deliver such assignments as Producer may deem necessary to evidence its rights hereunder.

3. Exclusivity. During the period in which Consultants may be required to render services to Producer pursuant to Paragraph 2 above, the Center and Consultants agree that neither the Center nor Consultants shall enter into any other arrangement or agreement of any kind whereby any of the rights granted Producer and/or services to be rendered by Consultants to Producer under this Agreement shall be granted and/or rendered to any other person, firm or corporation.

4. Compensation.

(a) As full and complete consideration for the rights granted Producer in and to the Materials and otherwise and the services rendered by Consultants under this Agreement and subject to all of Producer's rights (e.g., in the event of force majeure, Consultants' death, disability or default, etc.) the Center shall be entitled to receive the following:

(i) \$20,000 upon execution of this Agreement;

(ii) \$20,000 upon the earlier of six (6) months from the date of this Agreement or the commencement of principal photography of the Picture;

(iii) if, and on condition that, the Picture is actually produced, \$20,000 upon the commencement of principal photography of the Picture; and

(iv) if, and on condition that, the Picture is actually produced, \$20,000 upon the completion of principal photography of the Picture.

5. Credit. If Consultants actually perform consulting services hereunder, Producer shall have the right, but not the obligation, to accord Consultants credit on the Picture. The placement, size and other matters regarding this credit and all other credits shall be at Producer's sole and absolute discretion.

6. Travel and Expenses. If any Consultant is required to travel greater than 100 miles from such Consultant's place of residence in connection with the services to be rendered hereunder, Producer shall reimburse the Center or such Consultant, as appropriate, for such Consultant's reasonable travel and living expenses, upon submission to Producer of satisfactory invoice and supporting original receipts.

7. Publicity. Neither the Center nor Consultants shall, without Producer's express written consent and approval, release or disseminate, or otherwise consent to or permit the release or dissemination of, publicity of any kind or nature whatsoever in connection with this Agreement and/or Producer's involvement with the Center, Consultants, the Materials and/or

the Picture, and the Center and Consultants acknowledge and agree that a violation of this Paragraph 7 shall be a material breach by the Center and Consultants of this Agreement.

8. Notices and Payments.

To the Center: At the address set forth in the heading of this Agreement

With copies to: Bernard Fensterwald, Esq.  
1000 Wiban Boulevard  
Suite 900  
Arlington, Virginia 22209

To Producer: At the address set forth in the heading of this Agreement

With copies to: Robert F. Marshall, Esq. and  
Jill L. Smith, Esq.  
Greenberg, Glusker, Fields,  
Claman & Machtinger  
1900 Avenue of the Stars  
Suite 2000  
Los Angeles, California 90067

9. Representations and Warranties. The Center represents and warrants that it is the sole and exclusive owner of and it has the sole control of the Materials and that it has the right to enter into this Agreement and to grant the rights granted hereunder, including, but not limited to, the rights granted with respect to the Materials, access to the facilities of the Center, access to the facilities of the AARC and the services to be rendered by Consultants. The Center agrees to indemnify and hold Producer harmless from and against any claims, losses, liabilities, expenses, damages, costs or judgments (including, without limitation, attorneys' fees and costs whether or not litigation is commenced) in connection with any breach or alleged breach of any of the representations, warranties, or agreements of the Center and/or Consultants under this Agreement.

10. No Obligation to Proceed. Producer does not undertake and shall not be required to utilize the Materials, the rights granted by the Center, Consultants' services and/or the results and proceeds of Consultants' services, in or in connection with the Picture, or to commence or complete the production of the Picture, or if completed, to release, market, exploit, or to otherwise turn to account the Picture, or to continue so to do; provided, however, that subject to all of Producer's rights (e.g., in the event of force majeure or default by the Center (or Consultants or the death or disability of Consultants), a Producer shall remain obligated to pay the unpaid balance of the compensation payable under Paragraph 3 hereof, if, as, and to the extent such compensation has accrued.

11. No Rescission/Termination. Notwithstanding anything to the contrary contained herein, neither the Center, AARC or any Consultant shall have the right for any reason whatsoever to cancel, revoke, rescind or terminate this Agreement or any term hereof or to interfere by writ, injunction or other legal process with the use or exploitation by Producer and/or Producer's successors, licensees and assigns of the Picture and/or any elements thereof. The Center, AARC and Consultants' sole remedy in respect of this Agreement in all instances (including, but not limited to, breach by any Producer) shall be a cause of action at law for actual damages suffered, if any.

12. Injunctive Relief. The Center and Consultants acknowledge that the rights granted by the Center and the services to be performed by and rights granted by Consultants pursuant to this Agreement are of a special, unique, unusual, extraordinary and intellectual character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated by damages in an action at law and, thus, Producer may seek, but shall not be limited to, equitable relief, by injunction or otherwise, in the event of a breach or threatened breach by the Center and/or Consultants.

13. Assignment. Producer has the right to assign, license, delegate, lend or otherwise transfer this Agreement, or any or all of its rights and/or obligations hereunder, in whole or in part, to any other person or entity, and this Agreement and any or all of said rights and/or obligations may in turn be transferred by any such assignee, successor, transferee or delegate and this Agreement shall inure to the benefit of Producer's successor, licensees and assigns. The Center and Consultants acknowledge that this Agreement is personal with respect to the services required of Consultants.

14. Additional Terms. The additional terms and conditions under which the Center and Consultants shall render their services shall be the standard terms and conditions which are attached hereto and incorporated herein by this reference. This Agreement shall consist of this letter and such standard terms and conditions. In the event of any inconsistency between the terms of the letter and such standard terms and conditions, the terms of this letter shall prevail and govern.

Please confirm your acknowledgement of and agreement to the foregoing by signing this letter in the space provided for below.

Very truly yours,

CAMELOT PRODUCTIONS CORP.

By: \_\_\_\_\_  
Title: \_\_\_\_\_

ACCEPTED, ACKNOWLEDGED  
AND AGREED TO:

JOHN F. KENNEDY ASSASSINATION CENTER

By: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
LARRY HARRIS

\_\_\_\_\_  
GARY SHAW

\_\_\_\_\_  
LARRY HOWARD