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 **HarperCollins***Publishers*

AGREEMENT made this 8th day of May, 2006, between

Lorraine Brooke Associates, Inc.

c/o TMP

3340 Ocean Park Blvd., Suite #3050

Santa Monica, CA 90405

Attn: Bret Saxon

("the Proprietor") and HarperCollins Publishers, of 10 East 53rd Street, New York, New York 10022 ("the Publisher") with reference to a work tentatively titled

UNTITLED CONFIDENTIAL PROJECT, by O.J. Simpson, being a first person narrative in the voice of O.J. Simpson, which offers a hypothetical account of how Mr. Simpson could theoretically have accomplished the murder of his wife and Ronald Goldman had he, in fact, committed the crime, containing details concerning the events leading up to the crime, what Mr. Simpson's thoughts, feelings and motives would have been, and characters and situations involved that would only be known to Mr. Simpson, and debunking the various flawed theories proposed by L.A. prosecutors and others about the crime,

(hereinafter "the Work" and O.J. Simpson being referred to herein as "the Author").

WHEREBY, in consideration of the promises set forth in this Agreement, the Proprietor and the Publisher agree that:

1. **GRANT OF RIGHTS**

The Proprietor grants to the Publisher the exclusive right to publish, reproduce and distribute the Work in all languages and to exercise and grant to third parties the rights to the Work described in Paragraph 6 throughout the world ("the Territory") for the full term of copyright available to the Work in the Territory.

days from the Proprietor's receipt of such a request to deliver to the Publisher a revised manuscript and/or computer disk(s) for the Work that is satisfactory to the Publisher.

- (b) The Proprietor shall at the Proprietor's expense obtain and deliver to the Publisher with the complete manuscript written permissions required for any quotations from other sources included in the Work by the Proprietor. If the Proprietor fails to do so, the Publisher may, at its discretion, either (i) obtain such permissions and, if the Publisher does so, the Proprietor shall promptly reimburse the Publisher for any costs incurred by the Publisher for doing so; or (ii) exercise its rights under Paragraph 14.
- (c) If the Publisher wants to publish an index as part of the Work, the Publisher will inform the Proprietor and the Proprietor will inform the Publisher whether the Proprietor will prepare the index at its expense. If the Proprietor does not prepare the index or does not deliver it in a timely manner, the Publisher may have one prepared and charge the costs incurred to the Proprietor's royalty account.
- (d) The Proprietor represents to the Publisher that the Work shall be the next book by the Author and the Proprietor shall not offer rights to another book by the Author to another publisher nor accept an offer for another book by the Author from another publisher until a complete manuscript for the Work has been delivered to the Publisher and the Proprietor has complied with the option provisions of Paragraph 12. This provision shall apply to books co-authored by the Author as well as to books written solely by the Author.
- (e) The Publisher acknowledges that the Proprietor shall retain the services of a writer to assist the Author in the preparation of the Work ("the Writer"). The Publisher shall have final approval of any such Writer chosen by the Proprietor, and the Publisher, the Proprietor and the Writer shall enter into an agreement setting forth the terms pursuant to which the Writer shall perform his services in connection with the Work. Any payments due the Writer for the Writer's services shall be paid by the Publisher and deducted from the advance payment due the Proprietor under the provisions of Paragraph 5.(c). The Publisher hereby approves Pablo Fenjves as the Writer.

3. EDITING AND PROOFS

- (a) After the Work has been accepted by the Publisher, no material change may be made without the Proprietor's approval. However, the Publisher may copyedit the Work in accordance with its standards of punctuation, spelling, capitalization and usage. The Publisher shall send the copyedited manuscript to the Proprietor, who shall cause the Author to make any revisions and corrections and

4. PUBLICATION

- (a) The Publisher shall publish a hardcover edition of the Work in such style and manner as the Publisher deems appropriate within 12 months from the date of the Publisher's acceptance of the manuscript and computer disk(s) for the Work, provided the Proprietor has complied with Paragraphs 2.(b) and 3 and has responded in a satisfactory way to any requests made under Paragraph 9.(d). All details of publication, including manufacture, format and design, title, distribution, pricing, advertising and promotion and distribution of free copies, shall be determined by the Publisher.
- (b) The Publisher shall give the Proprietor 50 copies of each of the Publisher's editions of the Work on publication of each. The Proprietor may purchase additional copies at a discount of 50% for personal use, but not for resale.
- (c) It is understood and agreed that the Publisher shall have the right to publish the Work under the imprint "Regan Books."
- (d) If the Publisher requests, the Proprietor shall cause the Author to participate in an author promotion tour, not to exceed two weeks, during the one month period immediately following the Publisher's first publication of the hardcover edition of the Work. All reasonable travel, lodging and meal expenses incurred by the Author in connection with such promotional tour shall be paid by the Publisher. If the Author is not available to participate in such a promotional tour at the time the Publisher desires to publish the Work, the Publisher may postpone publication until such time as the Author is available. It is acknowledged that the Proprietor's promise to cause the Author to personally perform the foregoing promotional and publicity activities has been a material inducement to the Publisher to enter into this Agreement and constitutes an essential part of the consideration provided to the Publisher hereunder.
- (e) The Proprietor acknowledges that it has been informed by the Publisher that the value of the rights granted to the Publisher in this Agreement is premised on the Publisher having the right to make arrangements for the first media interview (in any and all formats) of the Author, such interview to be on-camera and reasonably acceptable to the Publisher in both duration and content, it being understood that the Publisher intends to use the interview in a television program of one hour in length ("the First Interview"). Accordingly, the Proprietor agrees that:

 - (1) The Publisher has exclusive rights to the First Interview and the Proprietor will cause the Author to give the Publisher or a producer designated by the Publisher an exclusive interview

Publisher and the Publisher shall make arrangements for follow-up interviews of the Author. The Proprietor shall cause the Author to be reasonably available for follow-up interviews arranged for by the Publisher.

- (3) The Publisher will own the exclusive rights to the First Interview in all languages throughout the world in perpetuity, and may retain for its own account any fees or other compensation payable for producing any program featuring the First Interview. The Proprietor will sign any releases or other documents that the Publisher or the Publisher's producer may require in connection with the production and broadcast of the First Interview or any subsequent program featuring the First Interview.
- (4) The Proprietor and the Author represent to the Publisher that the Author has not agreed in writing or orally, nor has any commitment been made on the Author's behalf for any media interview related to the Work, nor has the Author given any interview, on the hypothetical account of how the Author could theoretically have accomplished the murders of his wife and Ronald Goldman, as further described in the introductory paragraph of this Agreement.

5. ROYALTIES

- (a) The Publisher shall pay to the Proprietor royalties on sales, less returns, of copies of the Publisher's editions of the Work as follows:
 - (1) on all hardcover copies sold through ordinary channels of trade in the United States (except as otherwise provided below), the following percentages of the suggested customer's price:
 - (A) 1 to 5,000 copies: 10%
 - (B) 5,001 to 10,000 copies: 12½%
 - (C) in excess of 10,000 copies: 15%
 - (2) on all hardcover copies sold in the United States at discounts higher than the Publisher's announced discounts for wholesale and retail accounts in the booktrade and (i) on a non-returnable basis; or (ii) as special sales, as premiums, to catalog accounts, to book fairs or outside the ordinary channels of the book trade, 10% of the amounts received by the Publisher;
 - (3) on all hardcover copies sold outside the United States or for export to Canada or to other countries throughout the Territory, 10% of the amounts received by the Publisher;

or outside of the ordinary channels of the book trade, 7½% of the amounts received by the Publisher;

(6) on all trade-size paperback copies sold outside the United States or for export to Canada or to other countries throughout the Territory, 7½% of the amounts received by the Publisher;

(7) on all rack-size paperback copies sold through ordinary channels of trade in the United States (except as otherwise provided below), the following percentages of the suggested customer's price;

(A) 1 to 150,000 copies: 8%

(B) in excess of 150,000 copies: 10%

(8) on all rack-size paperback copies sold in the United States at discounts higher than the Publisher's announced discounts for wholesale and retail accounts in the book trade and (i) on a non-returnable basis; or (ii) as special sales, as premiums, to catalog accounts, to book fairs or outside of the ordinary channels of the book trade, 8% of the amounts received by the Publisher;

(9) on all rack-size paperback copies sold outside the United States or for export to Canada or to other countries throughout the Territory, 8% of the amounts received by the Publisher;

(10) on all large print hardcover copies sold through ordinary channels of trade in the United States (except as otherwise provided below), 10% of the suggested customer's price:

(11) on all large print hardcover copies sold in the United States at discounts higher than the Publisher's announced discounts for wholesale and retail accounts in the book trade and (i) on a non-returnable basis; or (ii) as special sales, as premiums, to catalog accounts, to book fairs or outside of the ordinary channels of the book trade, 10% of the amounts received by the Publisher;

(12) on all large print hardcover copies sold outside the United States or for export to Canada or to other countries throughout the Territory, 10% of the amounts received by the Publisher;

(13) on all large print paperback copies sold through ordinary channels of trade in the United States (except as otherwise provided below), 7½% of the suggested customer's price;

(14) on all large print paperback copies sold in the United States at discounts higher than the Publisher's announced discounts for wholesale and retail accounts in the book trade and (i) on

- (16) on all e-book editions the Publisher shall pay the Proprietor 25% of receipts, defined as 100% of all amounts actually collected by Publisher from its customers, distributors and agents, on account of the reproduction, distribution, or display of E-Books. For the purposes of this Agreement an "E-Book" shall mean a digital version of the entire text of the Work that bears the imprint of the Publisher, and that, in exchange for a payment from end users, is made accessible to end users on a controlled basis as a discrete product via (i) storage on a physical medium, such as a CD-ROM, that is distributed to the end user, or (ii) downloading by the end user from the Internet or other computer network or server for reproduction and reading on a computer or similar device; or (iii) the end user's accessing a file stored on a remote computer or server that contains substantially the entire text of the Work. An E-Book may contain devices to facilitate reading and use of the text, such as hyperlinks. Notwithstanding the provisions of Paragraph 4(b), the Publisher shall not provide the Proprietor with any copies of an E-Book edition unless the Proprietor requests one in writing.
- (17) on copies of audio recordings of the Work or portions of the Work or adaptations of the Work produced and distributed by the Publisher or its Harper Audio division, royalties in accordance with Schedule A to this Agreement. All details relating to the production and distribution by the Publisher or its Harper Audio division of audio recordings of the Work are provided for on Schedule A.
- (18) on all copies of the Publisher's editions of the Work sold directly by the Publisher to consumers in response to mail order or other direct-response solicitations sponsored by the Publisher, 5% of the price paid by the consumer, exclusive of shipping and handling charges;
- (19) on all copies of the Publisher's editions of the Work sold as remainders at more than the cost of manufacture, 10% of the amounts received by the Publisher; (The Publisher shall use its best efforts to give the Proprietor notice of the Publisher's intention to remainder copies of the Work; the Publisher shall offer the Proprietor 25 free copies of the Work, and give the Proprietor a reasonable opportunity to purchase additional copies at the Publisher's manufacturing cost; however, the Publisher's failure to do so shall not be considered a breach of this Agreement nor give the Proprietor any claim for damages.)
- (20) on copies given to or sold to the Proprietor, given away to promote sales or to charitable institutions, sold at or below the cost of manufacture or damaged or destroyed, no royalties shall be paid.
- (21) For purposes of the foregoing provisions, "suggested customer's price" shall mean the price

(c) As an advance against all royalties and all proceeds from the disposition of subsidiary rights due the Proprietor under this Agreement, the Publisher shall pay to the Proprietor the sum of \$1,100,000.00 payable:

(1) \$95,000.00 upon execution of this Agreement;

(2) \$95,000.00 upon the Publisher's acceptance of an outline for the Work, it being understood that acceptance of an outline for the Work does not constitute acceptance of the complete and final manuscript for the Work;

(3) \$95,000.00 upon the Publisher's acceptance of one-half of the manuscript for the Work, it being understood that acceptance of half of the manuscript for the Work does not constitute acceptance of the complete and final manuscript for the Work;

(4) \$95,000.00 upon the Publisher's acceptance for publication of the complete and final manuscript for the Work;

(5) \$95,000.00 upon the Publisher's first publication of a hardcover edition of the Work;

(6) \$100,000.00 upon the Publisher's first publication of a paperback edition of the Work;

(7) \$400,000.00 upon the Author's completion of the First Interview, as described in Paragraph 4.(e);

(8) \$125,000.00 shall be retained by the Publisher to pay the Writer.

(d) No royalties shall be payable to the Proprietor under Paragraph 5 and no amounts shall be due the Proprietor under the provisions of Paragraph 6 until the total advance payable pursuant to Paragraph 5.(c) has been recouped from all royalties and subsidiary rights proceeds payable to the Proprietor by the Publisher under this Agreement, notwithstanding that at any particular accounting date the amounts credited to the Proprietor's account may exceed advances actually paid as of such date.

6. SUBSIDIARY RIGHTS

(a) The subsidiary rights to the Work granted to the Publisher, and the allocation of proceeds received by the Publisher from the grants of such rights to third parties, are:

Proprietor's	Percentage
Publisher's	Percentage

		of the Work in anthologies;
50	50	(4) condensations and abridgements;
50	50	(5) book club publication;
50	50	(6) publication of editions for premium or special use or for direct sale to consumers;
25	75	(7) foreign-language publication (including the right to sub-license the other rights granted in this Agreement to foreign-language publishers);
20	80	(8) English-language publication outside the United States and Canada (including the right to sub-license the other rights granted in this Agreement to English-language publishers);
50	50	(9) paperback reprint editions;
50	50	(10) hardcover reprint editions;
10	90	(11) subject to Paragraph 6.(c), motion picture, television, radio and live-stage dramatic adaptation rights and commercial, merchandising and lyric rights;
50	50	(12) audio recordings of all or parts of the Work or of adaptations of the Work;
50	50	(13) the right to record and transmit and display the Work, or parts of the Work, by any means, electronic or otherwise, in the form in which the Work is published by the Publisher with or without annotations or additional materials, including the right to include the Work or quotations from the Work in information storage and retrieval systems and databases and

Work on radio or television (it being understood that the Publisher may grant such rights for publicity purposes without charge and without payment to the Proprietor);

(16) Braille, large-type and other editions for the handicapped (the Publisher may grant such rights to recognized non-profit organizations for the handicapped without charge and without payment to the Proprietor);

50 50

(17) Website rights, including the right to develop and sponsor websites devoted to the Work or the Author, or issues related to the Work and other works on similar subject matters. Upon the Publisher's request, the Proprietor shall provide additional content for such websites. The Publisher may use and authorize others to use the content of the Work or the content of any websites developed under the authority of this provision for promotional purposes without charge and without payment to the Proprietor. Revenues attributable to the use of the Work or content provided by the Proprietor on websites shall be allocated between the Proprietor and the Publisher as follows:

50 50

(b) If the Publisher itself desires to exercise any of the rights described above (as opposed to licensing such rights to third parties), other than those rights for which royalty rates are already provided in Paragraph 5 hereof, the Proprietor and the Publisher shall negotiate in good faith the royalties payable thereon.

(c) In connection with the disposition of rights granted to the Publisher under Paragraph 6.(a)(11), the Proprietor acknowledges and agrees that the ReganMedia division of the Publisher may attempt to set up theatrical motion pictures, television productions and other productions based on or derived from the Work ("Projects") and, if a Project based on or derived from the Work is set up by ReganMedia, Judith Regan and/or ReganMedia may be attached to such Project and all other

7. ACCOUNTING

- (a) Following first publication of the Work by the Publisher, an accounting of all of the Proprietor's earnings under the terms of this Agreement, accompanied by payment of amounts due on such accounting, shall be rendered no later than April 1 and October 1 of each year for the periods ending the preceding December 31, and June 30, respectively.
- (b) The Publisher may retain a reserve against returns on any accounting statement, provided the amount of the reserve held is clearly indicated and provided the subsequent statement clearly indicates how such reserve has been applied. Any reserve held shall be related to sales and returns of the Work during the accounting period for which the reserve is held and the Publisher's reasonable expectation of sales and returns at the time the accounting statement for such period is prepared. On request, the Publisher shall provide a written explanation of any reserve.
- (c) If the Proprietor receives an overpayment of royalties because of copies reported sold but subsequently returned, the Publisher may deduct the amount of the overpayment from further sums due the Proprietor under this Agreement. If any such overpayment is not recouped in two accounting periods, the Proprietor, upon request, shall pay the Publisher the unrecouped balance.

8. RIGHT TO AUDIT

- (a) Upon written request from the Proprietor, the Publisher shall provide the following information: the number of copies of each edition of the Work printed by the Publisher; the date of each printing; the cumulative number of copies sold, returned, distributed free of charge, remaindered, destroyed or lost; copies of any licenses made by the Publisher; and any other information the Proprietor may reasonably request on the basis that it is required in order to ascertain the accuracy of accountings rendered.
- (b) The Proprietor may upon written notice examine the Publisher's records relating to the Work during normal business hours under such conditions as the Publisher may reasonably prescribe. If an error is discovered as a result of any such examination, the party in whose favor the error was made shall promptly pay the other the amount of the error. Any such examination shall be at the Proprietor's expense unless errors of accounting in the Publisher's favor amounting to 5% or more of the total sum paid to the Proprietor under this Agreement are found, in which event the Publisher shall contribute to the cost of the examination up to the amount of the error determined as a result of the examination.

- (2) the Work is an original work, has never before been published in whole or in part in any form in the Territory, is not in the public domain in any country in the Territory and does not infringe any copyright or any other proprietary or personal right; and
- (3) the Work contains no material that is libelous, in violation of any right of privacy or publicity, or harmful so as to subject the Publisher to liability to any third party or otherwise contrary to law.

INDEMNITIES

- (b) The Proprietor shall indemnify the Publisher from any loss, damage, expense (including reasonable attorneys' fees), recovery or judgment arising from any breach or alleged breach of any of the Proprietor's warranties, subject to the limitations stated below.
 - (1) Each party shall promptly inform the other of any claim made against either which, if sustained, would constitute a breach of any warranty made by the Proprietor to the Publisher in this Agreement. The Publisher shall defend any such claim made against the Publisher with counsel of the Publisher's selection. The Proprietor shall fully cooperate with the Publisher in such defense and may join in such defense with counsel of the Proprietor's selection at the Proprietor's expense.
 - (2) If the Publisher wishes to settle on its own behalf any claim made against the Publisher, the Publisher shall consult with the Proprietor and give serious consideration to any objections the Proprietor may have, and the Proprietor and the Publisher shall attempt in good faith to agree in writing on the percentage of any such settlement costs which each shall bear. Failing such agreement, the Publisher may on its own behalf settle any such claim made against the Publisher on terms the Publisher deems advisable. In such event, the Publisher may recover from the Proprietor amounts paid in settlement if settlement costs are incurred because of a breach of a warranty made by the Proprietor to the Publisher in this Agreement. Alternatively, the Proprietor may, at the Proprietor's discretion, provide security reasonably acceptable to the Publisher for the further costs of defending the claim, in which event the Publisher shall not settle without the Proprietor's written consent.
 - (3) If any such claim is successfully defended, the Proprietor's indemnity shall be limited to 50% of the costs (including reasonable attorneys' fees) incurred by the Publisher in the defense of the claim.

Publisher, and the balance remaining shall be promptly remitted to the Proprietor after the disposition of the claim or after the claim has in the Publisher's opinion been abandoned.

- (c) The Proprietor shall be responsible for any claims made against any third party to which the Publisher grants subsidiary rights to the Work to the same extent as the Proprietor is responsible to the Publisher under the indemnification provisions of this Agreement. The warranties and indemnities made by the Proprietor in this Agreement shall survive the termination of this Agreement.
- (d) Prior to the first publication of the Work, the Publisher may have the Work read by the Publisher's counsel at the Publisher's expense. If the Proprietor causes the Author to make changes in the Work as are recommended by the Publisher's counsel, the Proprietor's indemnity for a judgment shall be limited to 50% to the extent that such judgment arises from a matter within the scope of the review by the Publisher's counsel and as to which the Proprietor made full disclosure to the Publisher. If the Author will not make changes recommended by the Publisher's counsel, the Publisher shall not be required to publish the Work and shall have the right to recover from the Proprietor any advances made to the Proprietor under this Agreement. When such advances are fully repaid, this Agreement shall terminate.

10. RESERVED RIGHTS

- (a) All rights to the Work not granted to the Publisher in this Agreement are reserved by the Proprietor. In exercising such rights, the Proprietor shall reserve for the Publisher's benefit the rights granted to the Publisher in this Agreement.

NON-COMPETITION

- (b) (1) For a period of time commencing upon the execution of this Agreement and ending on the date falling three years from the Publisher's official publication date of the Publisher's first hardcover edition of the Work, the Author shall neither write nor participate in the writing of nor contribute to the writing of or the preparation of or be interviewed for any other book about the subject matter of the Work, including but not limited to, the murders of Nicole Brown Simpson and Ronald Goldman.
- (2) The Proprietor represents to the Publisher that the Proprietor and/or the Author are not as of the date of this Agreement subject to any other agreement or commitment of any nature that requires the Author to write or participate in the writing of or contribute to the writing of or

the Proprietor any advances made to the Proprietor and the Writer under this Agreement. When such advances are fully repaid, this Agreement shall terminate.

11. COPYRIGHT

- (a) The Publisher shall print a copyright notice in conformity with the United States Copyright Act and the Universal Copyright Convention in the name of Lorraine Brooke Associates, Inc. in each copy of the Work printed by the Publisher and shall require its licensees to do the same. The Publisher shall register the copyright on the Work with the United States Copyright Office promptly after first publication and may record this Agreement with the United States Copyright Office.

- (b) Any textual or illustrative material prepared for the Work by the Publisher at its expense may be copyrighted separately as the Publisher deems appropriate.

- (c) All references to copyright in this Agreement shall reflect any amendment made subsequent to the date of this Agreement in the copyright laws of the United States, in any international copyright convention or in the copyright laws of any other country within the Territory. Both parties shall execute such documents as may be necessary to effectuate copyright to the Work in accordance with this Agreement.

- (d) In the event of any infringement of the copyright to the Work, the Publisher may employ such remedies as it deems advisable and may name the Proprietor a co-plaintiff in any litigation the Publisher may commence. The Publisher shall bear the entire expense of any such litigation. Any recovery shall be applied first to reimburse the Publisher for its expenses; the balance shall be divided between the Proprietor and the Publisher as follows: that portion which is based on actual damages shall be divided in proportion to the losses from such infringement suffered by each, and that portion which is based upon the infringers' profits, statutory damages or punitive damages shall be divided equally.

12. OPTION

In further consideration of this Agreement, the Proprietor grants to the Publisher an option on the Author's next book-length work ("the option book"), such option to be exercised as follows. The Proprietor shall submit to the Publisher a written detailed proposal for the option book before offering rights to the option book to any other party. The Publisher shall have 30 days from its receipt of the option book to advise the Proprietor whether it wishes to publish the option book and

the Proprietor shall, prior to the acceptance of an offer for the option book from any third party, submit the financial terms of such offer to the Publisher in writing and the Publisher shall have three business days to advise the Proprietor whether it will publish the option book on such financial terms. If the Publisher does so, the Proprietor will enter a contract with the Publisher incorporating all such financial terms and the other terms and conditions contained in this Agreement. This option provision shall apply to the next book co-authored by the Author as well as the next book solely authored by the Author.

13. PROPRIETOR'S RIGHTS OF TERMINATION

- (a) If the Publisher does not publish the Work within the time specified in Paragraph 4.(a) for reasons other than first serial or book club use, delays of the Proprietor in returning the copyedited manuscript or proofs, the Proprietor's failure to comply with requests made by the Publisher's counsel or delays caused by circumstances beyond the Publisher's control and if the Publisher at any time thereafter receives written notice from the Proprietor demanding publication, the Publisher shall within 90 days of the Publisher's receipt of such written demand either publish the Work or revert to the Proprietor in writing all rights to the Work granted to the Publisher in this Agreement, subject to any outstanding licenses, which shall be assigned to the Proprietor, and the Proprietor shall retain any advance payments made under this Agreement prior to such reversion as liquidated damages for the Publisher's failure to publish the Work.
- (b) (1) If the Work is out-of-print and the Publisher receives from the Proprietor a written request for a reversion of rights, the Publisher shall within four months of the Publisher's receipt of such request do one of the following: (i) announce that it will reissue an edition of the Work under one of its imprints within one year from the date of the request; or (ii) enter a license providing for the publication in the United States of an edition of the Work within one year from the date of the license; or (iii) revert in writing to the Proprietor the rights granted to the Publisher in this Agreement. (If the Publisher does announce that it will reissue an edition of the Work but has not reissued an edition one year after the Publisher's receipt of a request for reversion, the rights shall on such date automatically revert to the Proprietor.)
- (2) Any reversion shall be subject to grants of rights made to third parties prior to the date of the reversion and the right of the Proprietor and the Publisher to participate in the proceeds from such grants.
- (3) The Work shall be considered out-of-print if no edition is available for sale through ordinary channels of the book trade in the United States.

demand printing, electronic transmission or reproduction, or Downloadable Recordings (as defined in Schedule A attached hereto) and within those two accounting periods, the Publisher and its licensees, collectively, have sold less than 250 copies of the Work, the Work shall be deemed out of print.

14. PUBLISHER'S RIGHTS OF TERMINATION

If the Proprietor does not deliver the complete manuscript and/or computer disk(s) for the Work by the delivery date in Paragraph 2.(a) or, if requested to do so, does not deliver a revised, complete manuscript and/or computer disk(s) for the Work within the time specified in Paragraph 2.(a) or if the complete manuscript or revised complete manuscript is not satisfactory to the Publisher, the Publisher shall not be required to publish the Work and shall have the right exercisable at the Publisher's discretion at any time thereafter to recover from the Proprietor any advances made to the Proprietor under this Agreement. When such advances are fully repaid, this Agreement shall terminate.

15. FORCE MAJEURE

The failure of the Publisher to publish or reissue the Work shall not be a breach of this Agreement or give rise to any right of termination or reversion if such failure is caused by restrictions of governmental agencies, labor disputes, inability to obtain materials necessary for manufacture of the Work or any other reason beyond the Publisher's control; in the event of delay from any such cause, the publication or reissue shall be postponed for a period of time reasonably related to such cause.

GENERAL PROVISIONS

16. The Proprietor shall keep at least one copy of the manuscript for the Work and any other materials submitted to the Publisher under this Agreement. The Publisher shall upon the Proprietor's written request, made within a year after first publication by the Publisher, return to the Proprietor the copy of the manuscript used for typesetting; the Publisher shall not be required to retain such manuscript for more than one year. The Publisher shall not be responsible for the loss of or damage to any manuscript or other materials submitted by the Proprietor except in the event of its gross negligence.

17. No advertisements (other than advertisements for other publications or audio recordings of the

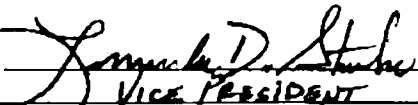
However, any likeness of and biographical information about the Author shall either be provided by the Proprietor or approved by the Proprietor.

19. (a) If the Publisher is required by law to withhold and pay to any U.S. or foreign government taxing authority any portion of amounts due the Proprietor under this Agreement, such payments shall be deducted from the amounts due the Proprietor hereunder.
- (b) If any foreign taxes, bank charges or agents' commissions are imposed on any payments due the Publisher from the exercise of any right granted in this Agreement, the appropriate allocation of proceeds between the Publisher and the Proprietor from the exercise of such right shall be made on amounts received after such charges have been paid.
20. In the event of the bankruptcy, insolvency or liquidation of the Publisher, this Agreement shall terminate and all rights granted to the Publisher shall revert to the Proprietor automatically and without the necessity of any demand or notification.
21. This Agreement shall be binding upon and inure to the benefit of the heirs, executors or administrators and assigns of the Proprietor and the successors and assigns of the Publisher and may not be assigned by either without the written consent of the other, with the following exceptions. The Proprietor may assign the Proprietor's right to receive payment under this Agreement upon written notice to the Publisher. The Publisher may upon written notice to the Proprietor assign this Agreement to any company that acquires or succeeds to all or a substantial portion of the assets of the Publisher.
22. If under any provision of this Agreement, the Publisher is required to obtain the Proprietor's approval, such approval shall not be unreasonably withheld or delayed. If the Publisher fails to receive a response from the Proprietor within such time as the Publisher may reasonably designate to accommodate its schedule for publication, promotion or the exercise of rights when any approval is requested, the approval requested shall be deemed granted.
23. This Agreement contains the entire understanding of the Proprietor and the Publisher with reference to the Work; there are no warranties other than those expressly stated in this Agreement. No waiver or modification of any provision of this Agreement shall be valid unless in writing and signed by both parties. No waiver of any breach shall be deemed a waiver of any subsequent breach. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall not be affected.
24. Regardless of its place of physical execution or performance, the provisions of this Agreement shall

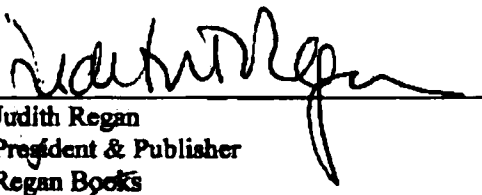
26. This Agreement shall be of no force and effect unless signed by both parties within 60 days of the date first stated above.
27. Proprietor hereby irrevocably appoints TMP, 3340 Ocean Park Blvd., Suite #3050, Santa Monica, CA 90405, Attention: Bret Saxon, as its sole and exclusive agent with respect to all matters arising out of this Agreement and the Work (such appointment being coupled with an interest and irrevocable) and does hereby irrevocably authorize Publisher to pay, and Publisher agrees to pay, all monies due or to become due to the Proprietor hereunder to and in the name of TMP. Receipt by TMP shall be deemed receipt by the Proprietor, and the Publisher may conclusively rely upon such authority. Receipt by the Proprietor's agent of payments due hereunder shall constitute a full and valid discharge of the Publisher's obligations for such payments under the terms of this Agreement. In return for services rendered and to be rendered by TMP in connection with this Agreement, Proprietor hereby agrees to pay and irrevocably authorize TMP to receive and retain as its commission fifteen percent (15%) of all gross monies payable to Proprietor hereunder.
28. As a condition precedent to the signing of this Agreement by the Publisher, the Proprietor shall deliver to the Publisher a copy of the letter attached as Exhibit A signed by Sam Jones.

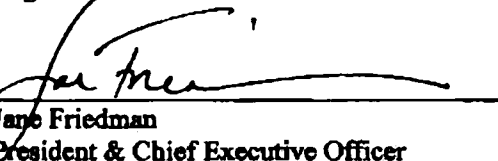
IN WITNESS WHEREOF, the parties have signed this Agreement to be effective as of the date first stated above.

Lorraine Brooke Associates, Inc.

By: 
Its: VICE PRESIDENT
[title]

HarperCollins Publishers

By: 
Judith Regan
President & Publisher
Regan Books

By: 
Jane Friedman
President & Chief Executive Officer

Agent's Tax ID Number: 95-4771338

Author's Citizenship: U. S. A.

SCHEDULE A

- (1) The Publisher shall pay to the Proprietor royalties on sales, less returns, of copies of any audio recordings of the Work or parts of the Work or any audio adaptations of the Work (the "Recordings") produced, published and distributed by the Publisher or its Harper Audio division as follows:
 - (a) on all copies of the Recordings sold, except as otherwise provided below, the following percentages of net receipts:
 - (1) 1 to 25,000 copies: 8%
 - (2) in excess of 25,000 copies: 10%
 - (b) on all copies of the Recordings sold by mail or through other means of direct response, 8% of net receipts;
 - (c) on all copies of the Recordings sold in the United States at discounts higher than the Publisher's announced discounts for wholesale and retail accounts in the book and audio trade and (i) on a non-returnable basis; or (ii) as special sales, as premiums, to catalog accounts, to book fairs or outside the ordinary channels of the book and audio trade, 4% of net receipts;
 - (d) on all copies of the Recordings sold outside the United States or for export to Canada or to other countries throughout the territory, 8% of net receipts;
 - (e) on sales of downloadable audio recordings of the Work for immediate play and streaming, and/or for storage and time-shifted playback to an authorized end user's computer/server and/or to an authorized end user's device and/or media (such as audio CDs) capable of accessing such audio recording or in such other form for presentation of audio recordings developed after the date of this Agreement ("Downloadable Recordings"), the Publisher shall pay to the Proprietor the following percentages of net receipts:
 - (1) 1 to 5,000 copies: 15%
 - (2) 5,001 to 10,000 copies: 20%
 - (3) in excess of 10,000 copies: 25%;
 - (f) only copies sold under (1)(a) and (1)(e) shall be counted in determining the royalty escalations described in (1)(a);

(2) If the Publisher requests the Proprietor to do so, the Proprietor will read all or parts of the Work or adaptations of the Work at HarperAudio Studios in New York City or a recording studio to be mutually agreed upon. The date of the recording for purposes of producing an audio-recording of the Proprietor reading all or parts of the Work or adaptations of the Work (the "Proprietor-Recordings") shall be mutually agreed upon by the Proprietor and the Publisher provided the date shall be sufficiently in advance of the first publication of the Work so that the Publisher can distribute the Proprietor-Recording at the same time the Publisher first publishes the Work. On Proprietor-Recordings the Publisher shall pay to the Proprietor, in lieu of the royalties stated in Paragraph (1) above, royalties on sales, less returns, of copies of the Proprietor-Recording produced, published and distributed by the Publisher or its Harper Audio division as follows:

(a) on all copies of the Proprietor-Recording sold, except as otherwise provided below, the following percentages of net receipts:

(1) 1 to 25,000 copies: 10%

(2) in excess of 25,000 copies: 12%

(b) on all copies of the Proprietor-Recording sold by mail or through other means of direct response, 10% of net receipts;

(c) on all copies of the Proprietor-Recording sold in the United States at discounts higher than the Publisher's announced discounts for wholesale and retail accounts in the book and audio trade and (i) on a non-returnable basis; or (ii) as special sales, as premiums, to catalog accounts, to book fairs or outside the ordinary channels of the book and audio trade, 5% of net receipts;

(d) on all copies of the Proprietor-Recording sold outside the United States or for export to Canada or to other countries throughout the territory, 10% of net receipts;

(e) on sales of Downloadable Recordings of the Proprietor-Recording, the Publisher shall pay to the Proprietor the following percentages of net receipts:

(1) 1 to 5,000 copies: 17%

(2) 5,001 to 10,000 copies: 22%

(3) in excess of 10,000 copies: 25%

(f) only copies sold under (2)(a) and (2)(e) shall be counted in determining the royalty escalations described in (2)(a);

(g) Publisher shall pay the Proprietor 50% of amounts received by the Publisher from the sale of

given a way to promote sales or to charitable institutions, sold at or below the cost of manufacture or damaged, remaindered or destroyed;

(4) on recordings and/or multiple recording packages containing recorded material in addition to the Recordings or Proprietor-Recording (or portion thereof), the royalty payable shall be a percentage of the applicable royalty rate provided above which the playing time of the Recordings or Proprietor-Recording (or portion thereof) bears to the total playing time of such recording or multiple recording packages;

(5) on Recordings or Proprietor-Recordings sold in commercial packages that contain a copy of a Recording or Proprietor-Recording and a copy of a book, the royalty payable shall be a percentage of the applicable royalty rate provided above which the suggested customer's price of the Recording or Proprietor-Recording, if sold separately, bears to the suggested customer's price of the package;

(6) "Net Receipts", for purposes of the foregoing royalty provisions, shall mean cash proceeds received by the Publisher, less returns, taxes and any shipping and handling charges that may be included in sales prices;

(7) the right to authorize others to produce, publish, distribute and sell the Recordings and Proprietor-Recordings includes, but is not limited to, the right to license book and record clubs, direct response distributors, distributors of audio recordings outside the United States to sell copies of the Recordings and Proprietor-Recordings, the right to authorize others to use portions of the Recordings and Proprietor-Recordings in other audio recordings, and the right to authorize others to include all or parts of the Recordings and Proprietor-Recordings in multimedia products, subject to royalty allocations as provided in Paragraph (1)(f) or (2)(f) (as applicable) hereinabove;

(8) Proprietor assigns to the Publisher and its licensees throughout the world for the full term of copyright available to the Proprietor-Recording all rights to performance rendered by Proprietor-Recording embodying the performance and the right to claim copyright on the Proprietor-Recording and any performance by Proprietor embodied thereon in the Publisher's name.

(9) With regard to any Recording or Proprietor-Recording:

(a) The Publisher may produce audio recordings of the entire Work or parts of the Work or adaptations of the Work and the Recordings and Proprietor-Recordings may include any or all of the following: additional narrative material, introductory material, closing material, incidental music and sound effects;

presentation of audio recordings known as of the date of this Agreement or developed after the date of this Agreement;

(d) The Publisher shall submit to the Proprietor for the Proprietor's approval a copy of the recording script for each recording (except for Recordings or Proprietor-Recordings of the entire Work), such approvals not to be unreasonably withheld or delayed;

(1) If the Proprietor does not approve of any script as submitted, the Proprietor shall mark such script with modifications required to make such script acceptable to the Proprietor and return the script so marked within 10 business days of its receipt by the Proprietor;

(2) If the Publisher has not received any response in writing from the Proprietor within 10 business days from the Proprietor's receipt of any recording script submitted for approval, such script shall be considered approved by the Proprietor as submitted;

(3) After the Proprietor approves any script, such script may only be further edited to accommodate recording time constraints;

(e) The Publisher shall have the right to select the person or persons to perform for purposes of creating Recordings other than Proprietor-Recordings. Publisher may pay royalties and/or fees on the Recordings to any such performers and such monies shall be in addition to, and not deducted from, royalties payable to the Proprietor as provided in Paragraph (1) above;

(f) The Publisher shall give the Proprietor 10 copies of each Recording and each Proprietor-Recording produced and distributed by the Publisher.

EXHIBIT A

Date: 5/8/06

HarperCollins Publishers
10 East 53rd Street
New York, New York 10022

Re: *UNTITLED CONFIDENTIAL PROJECT* by O.J. Simpson

Dear HarperCollins:

I acknowledge that HarperCollins ("HC") is entering an agreement dated May 8, 2006 ("the Agreement") with Lorraine Brooke Associates, Inc. ("LBA"), which provides for HC's publication of an untitled memoir written by me. I understand that HC will countersign the Agreement only if I agree to the following:

1. I represent to HC that LBA has the right to enter the Agreement and bind me personally to the terms of the Agreement and to provide the services of me required under the terms of the Agreement.
2. I represent to you that the Work shall be solely written by me with a writer.
3. I represent to you that I have read the Agreement, understand its terms and agree to be personally responsible for the performance of LBA and to be personally bound by the obligations of LBA contained in the Agreement to the same extent as LBA. Without limiting the generality of the foregoing, I agree to the provisions of Paragraphs 9., 12., and 18.
4. To induce HC to enter the Agreement with LBA, I agree that all obligations of LBA will be duly performed at the times and in the manner described in the Agreement and that I will perform all obligations required of me so that LBA will at all times be in full compliance with the terms and conditions of the Agreement. Any notice given to LBA shall be sufficient notice to me for my personal guarantee of the performance of the Agreement by LBA.
5. I agree that the entering of the Agreement by HC with LBA is sufficient consideration to me for the agreements and representations made by me in this letter.

Sincerely,


O.J. Simpson