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Via E-mail
Via Federal Express

February 20, 2019

Toni Ruscio
President
Curtain Call Theatre
182 Commercial Street
Braintree, MA 02184

Re: Infringing Public Performance of *To Kill A Mockingbird*

Dear Ms. Ruscio:

We represent Atticus Limited Liability Company ("Atticus"), the exclusive worldwide licensee (via assignment from Rudinplay, Inc.) of Harper Lee ("Owner") for live stage rights to the novel *To Kill A Mockingbird* ("the Novel"), subject only to the limited rights granted by Owner to Dramatic Publishing Company ("DPC") in 1969 to create a theatrical adaptation of the Novel for amateur performances only. In the early 1990's, DPC created and began to license an adaptation written by Christopher Sergel ("the Sergel Play") of the Novel. Pursuant to the 1969 agreement between Owner and DPC, there was an absolute prohibition as to where the Sergel Play could be licensed in the event there was a first class production of an adaptation of the Novel in New York. The provision in the 1969 agreement regarding this prohibition is as follows (both the complete redacted 1969 agreement between Harper Lee and DPC and the redacted agreement between Harper Lee and Rudinplay, Inc. are enclosed for reference):

"In the event the Owner shall lease professional acting rights to a third party for the purpose of producing a first class dramatic play or dramatico-musical play based on the Property, during the run of the said play in New York or during a first class touring engagement thereof, the Publisher [DPC] shall not permit amateur performances, as provide herein, within a distance of twenty-five (25) miles of the city limits of any city which a had a 1960 census population in excess of 150,000. After the close of the final first-class road company, the Publisher may release amateur rights without restriction."

It has come to our attention that your theater intends to publicly perform the Sergel Play from May 3 – May 12. As you may be aware a first class licensed theatrical adaptation of the Novel, written by Aaron Sorkin ("the Sorkin Play") officially opened in New York to great acclaim on December 13, 2018. The first paid public performances, i.e. "the run," actually commenced on November 1, 2018. The Sorkin Play is expected to run for years in New York, and will certainly be running in New York in May of 2019. Further, the opening of the Sorkin Play in New York was announced in early 2018.



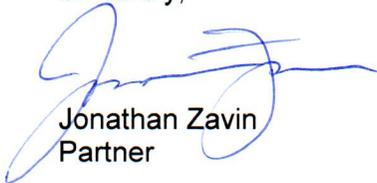
Braintree, Massachusetts is within 25 miles of Boston, Massachusetts, which according to the United States census, had a population of 697,197 in 1960. Consequently, DPC does not have the right to license any public performances of the Sergel Play in Braintree, Massachusetts in May of 2019. The Estate of Harper Lee agrees that DPC has no such right, and we are informed that the Estate has told this to DPC. Any public performance of the Sergel Play in your theater during the Sorkin Play's run would infringe the exclusive rights granted to Atticus, and would constitute willful infringement of copyright, which would subject your theater to both damages (up to \$150,000 for willful copyright infringement), as well as attorney's fees and costs.

Atticus intends to fully enforce its rights in this respect. If there is an infringing public performance of the Sergel Play at your theater, Atticus will file an action for copyright infringement against your theater, and those individuals responsible for the production. Under the circumstances, please confirm to me by no later than the close of business on Friday, March 1, 2019, that the public performances of the Sergel Play scheduled for your theater in May have been cancelled.

Nothing in the foregoing is intended as a full statement of the facts of this matter, nor of Atticus's rights with respect to the matter, and Atticus does not waive any right or remedy it may have, all of which are specifically reserved.

If you have any questions about this, please feel free to call me, or have your counsel call me.

Sincerely,



Jonathan Zavin
Partner

cc: Dramatic Publishing Company c/o Alvin Deutsch
Estate of Harper Lee c/o Matthew Lembke
Nathalie Russell, Esq.

AGREEMENT entered into this 22nd day of June, 1961, between HARPER LEE

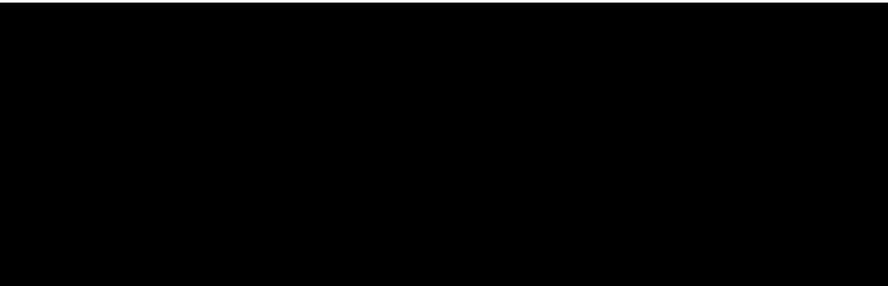
(herein sometimes called "Owner") and THE DRAMATIC PUBLISHING COMPANY, an Illinois corporation (herein sometimes called "Publisher")

Witnesseth, That:

In consideration of the mutual covenants and conditions herein contained, the parties hereto hereby mutually agree with each other with respect to the property written by HARPER LEE

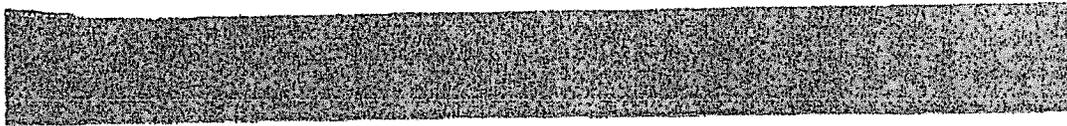
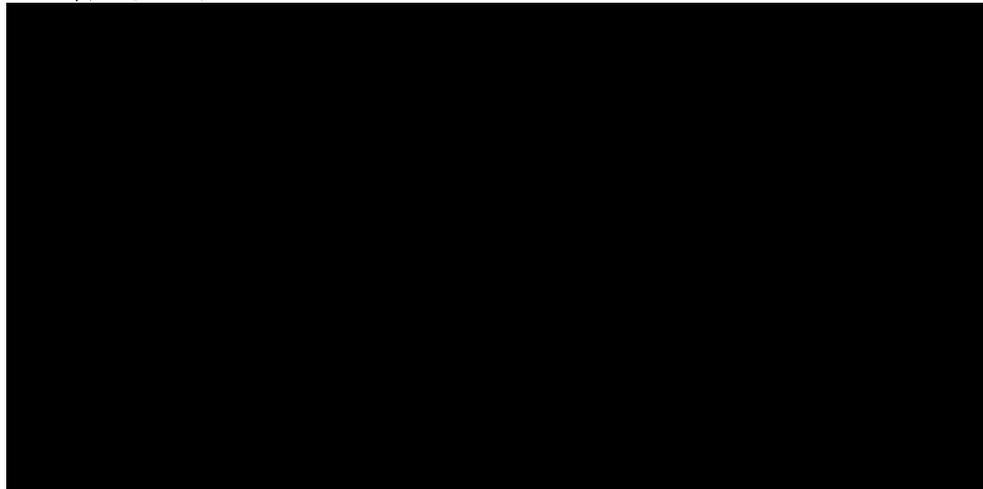
entitled ~~TO KILL A MOCKINGBIRD~~

(herein sometimes called "Property") and a dramatization (herein sometimes called "Play") to be based upon and/or adapted from the Property, as follows:



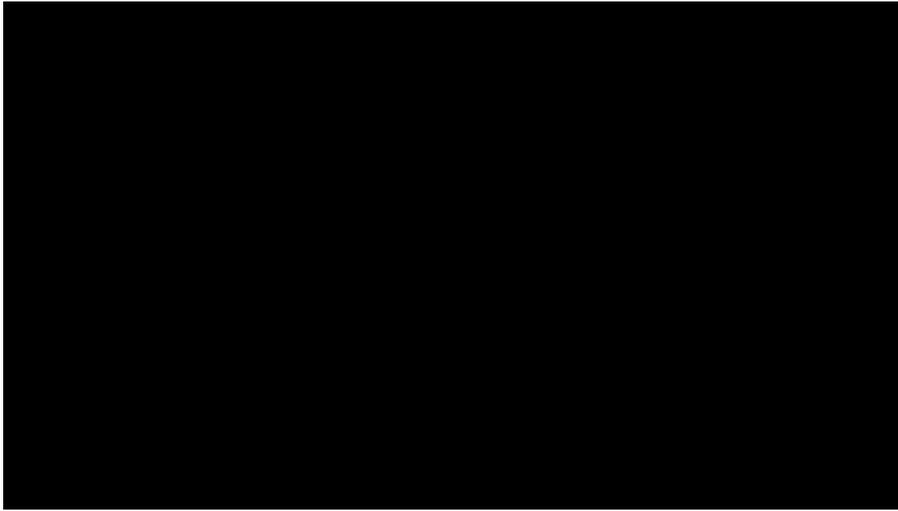
2. The Owner hereby grants to the Publisher the complete right throughout the world:

- (a) To write or cause to be written a dramatization based upon and/or adapted from the Property, but agrees that said dramatization (herein called the "Play") is to be the only one the amateur acting rights of which the Owner will permit to be leased and/or licensed; and the Owner reserves all rights not expressly granted to the Publisher, including but not limited to the professional acting, radio broadcasting, television and motion picture rights;
- (b) To lease the amateur acting rights in and to the Property and/or the Play and/or parts thereof;
- (c) To publish the Play and/or parts thereof in such form and style as the Publisher may determine;
- (d) To publish portions of the Play up to 1,500 words in collections of readings.





(c) The phrase "amateur acting rights" as used herein shall mean performances by living actors in the immediate presence of an audience and shall include all performance rights for little theatres, community theatres and/ or drama associations, colleges, universities, high school and other school groups, churches, clubs and other amateur organizations or groups therein or connected therewith, together with all stock, repertoire, lyceum and Chautauqua performances whether any or all of the abovementioned performances are given by paid and/or unpaid actors, but shall not include Broadway production rights nor first-class professional road and/or first class touring production rights.



In Witness Whereof, the parties hereto have executed this agreement the day and year first above written. In addition to the foregoing, Paragraphs U, G and V on Page Four of this agreement are hereby made a part of this agreement.

ATTEST: Clark H. Sneyd
Secretary or Assistant Secretary

Harper Lee (SEAL)
(Owner's Signature)
 THE DRAMATIC PUBLISHING COMPANY
 By Christina Sneyd
Assistant Vice President

STATE OF New York } ss.
COUNTY OF New York }

I, Michael A. Zampetti do hereby certify that Harper Lee personally known to me and to me known to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that _____ executed the same as free and voluntary act for the uses and purposes herein set forth.

In Witness Whereof, I have hereunto set my hand and official seal this 30 day of June 1969

Michael A. Zampetti
Notary Public

MICHAEL A. ZAMPETTI
Notary Public, State of New York
No. 03-9787015 Qual. in Bronx County
Cert. Filed in New York County
Commission Expires March 30, 1970

STATE OF Connecticut } ss.
COUNTY OF Fairfield }

I, Clinton Brown a notary public in and for the County of Geek and State of Connecticut, do hereby certify that Chmatysher Sargal President

~~Vice President, and~~ Sargal or Assistant Secretary, respectively, of The Dramatic Publishing Company, a corporation, both of whom are personally known to me and to me known to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that, as such officers, they executed the same as their free and voluntary act and as the free and voluntary act of the said The Dramatic Publishing Company, and the said Secretary or Assistant Secretary, being duly sworn, did depose and say that the seal affixed thereto is the seal of The Dramatic Publishing Company and that the same was affixed pursuant to authority of the Board of Directors of said Corporation.

In Witness Whereof, I have hereunto set my hand and notarial seal this 10th day of July 1969

Clinton Brown
Notary Public

Notary Public, State of Connecticut, County of Fairfield
My Commission Expires Dec. 31, 1972

EXHIBIT A

Date

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) and other good and valuable considerations, receipt and sufficiency of which are hereby acknowledged, I

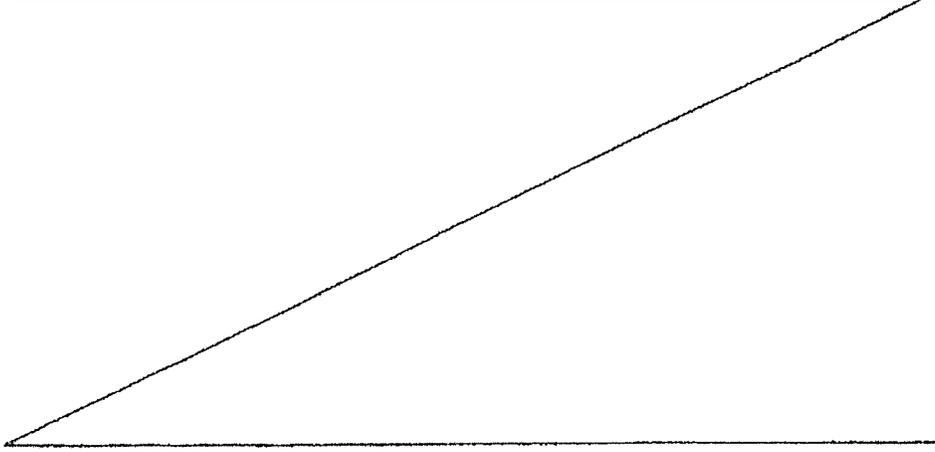
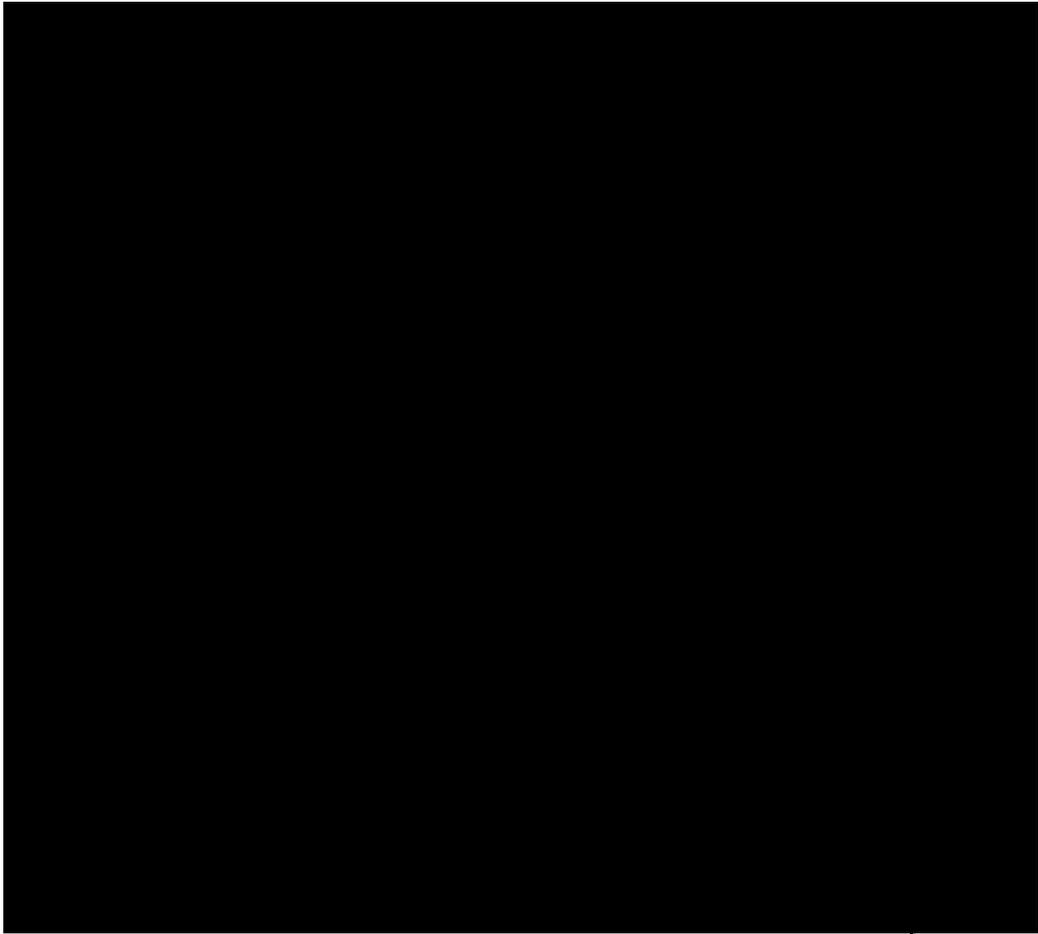
hereby represent and warrant that my dramatization of (hereinafter sometimes called the "Property") is an original dramatization, and none of the matter in the dramatization, which matter is not also contained in the Property, contains any libelous or unlawful matter, and that nothing in the dramatization which is not also contained in the Property will infringe upon or violate any copyright or any other right of any person, firm or corporation; and I hereby agree that I will defend, indemnify and hold harmless from and against any monetary losses or other losses whatsoever, including reasonable attorney's fees, caused by reason of the breach or alleged breach of any agreement and/or representation made herein by me.

In Witness Whereof, I have hereunto set my hand and seal on the day and year first above written.

(SEAL)



Page Four



Page Four

RIDER TO CONTRACT DATED JUNE 25, 1959 BY AND BETWEEN HARPER LEE
AS OWNER AND THE DRAMATIC PUBLISHING COMPANY AS PUBLISHER RE.
"TO KILL A MOCKINGBIRD"

2. The following shall be deemed added to Paragraph 3:

In the event the Owner shall lease professional acting rights to a third party for the purpose of producing a first class dramatic play or dramatico-musical play based on the Property, during the run of the said play in New York or during a first class touring engagement thereof, the Publisher shall not permit amateur performances, as provided herein, within a distance of twenty-five (25) miles of the city limits of any city which had a 1950 U.S. census population in excess of 150,000. After the close of the final first class road company, the Publisher may release amateur rights without restriction.

RUDINPLAY, INC.
120 West 45th Street, 10th Floor
New York, New York 10036

As of 29 June, 2015

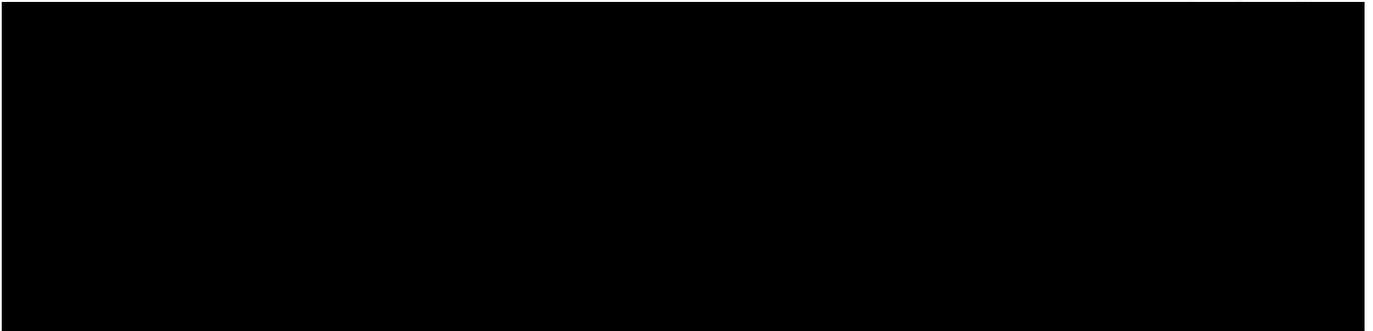
Ms. Harper Lee
c/o Andrew Nurnberg Associates International
20-23 Greville Street, London EC 1N 8SS
United Kingdom;

Re: "To Kill a Mockingbird" Live Stage Rights

Dear Ms. Lee:

This letter agreement ("**Agreement**") sets forth the material deal terms that have been agreed upon between Rudinplay, Inc. ("**Producer**") and you ("**Author**") in connection with the live stage and ancillary rights in and to the novel entitled "To Kill a Mockingbird" written by you (the "**Novel**").

1. Agency.



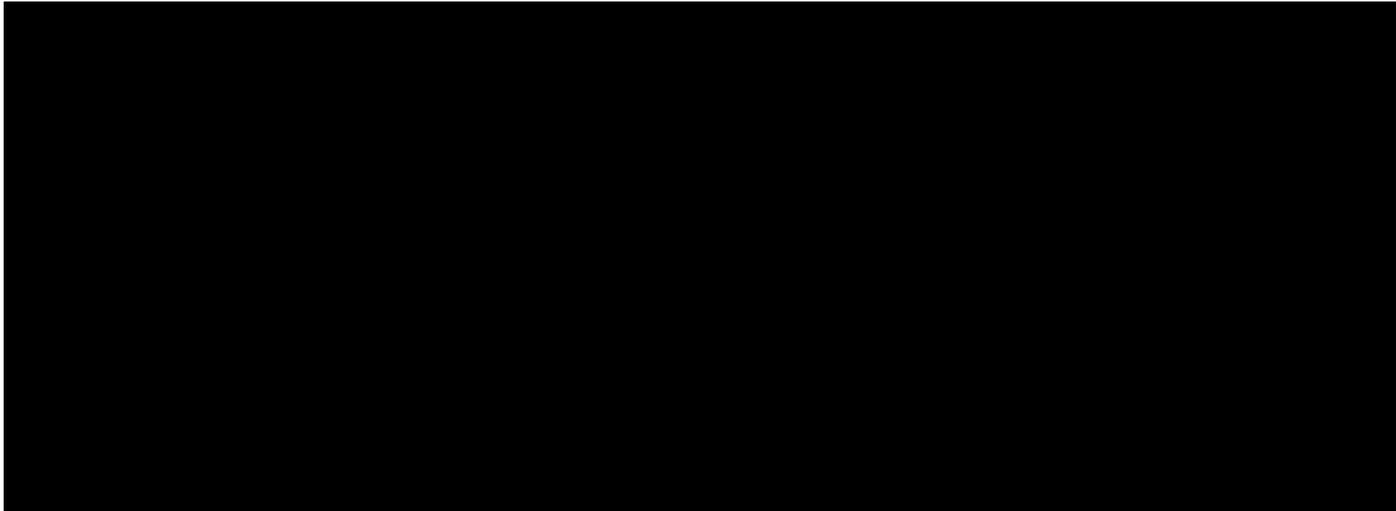
2. Grant of Rights.

(a) Upon having obtained the written approval of the Author to the Playwright, Author shall thereby grant to Producer and its licensees and assignees the sole and exclusive option (the "**Option**") to acquire, on an exclusive (subject to Paragraph 2 (b) below), worldwide basis, all live stage rights in and to the Novel and all subsidiary and ancillary rights related to such live stage rights, including without limitation: (i) the right to create, develop, produce and present a live stage play (the "**Play**") based on and using the Work and any and all elements thereof (including without limitation the right to present the Play in first and non-first class touring and sit-down productions), (ii) the right to use the title "To Kill a Mockingbird" in connection with the Play, and (iii) the right to exploit all customary advertising rights in all media, merchandising rights and stock and amateur licensing rights (subject to Paragraph 1(b) below). It shall be a condition precedent to the approval of the Playwright that the Playwright shall agree in writing that any grant of stock and amateur licensing rights is to be contingent on: (i) an annual professional performance of the Play in Monroeville, AL, (ii) a prohibition against any license for performance of the Play by or under the auspices of the Monroe County Museum or to any successor or affiliated entity, organization or individual, and (iii) a restriction against any license for performance of the Play within sixty (60) miles of the city limits of Monroeville, AL.

(b) Producer acknowledges that pursuant to an agreement (the "**Prior Agreement**") dated June 26, 1969 between Author and The Dramatic Publishing company ("**DPC**"), Author granted DPC the right to create a play (the "**Prior Adaptation**") based on the Novel, and to exploit the amateur acting rights (as defined in the

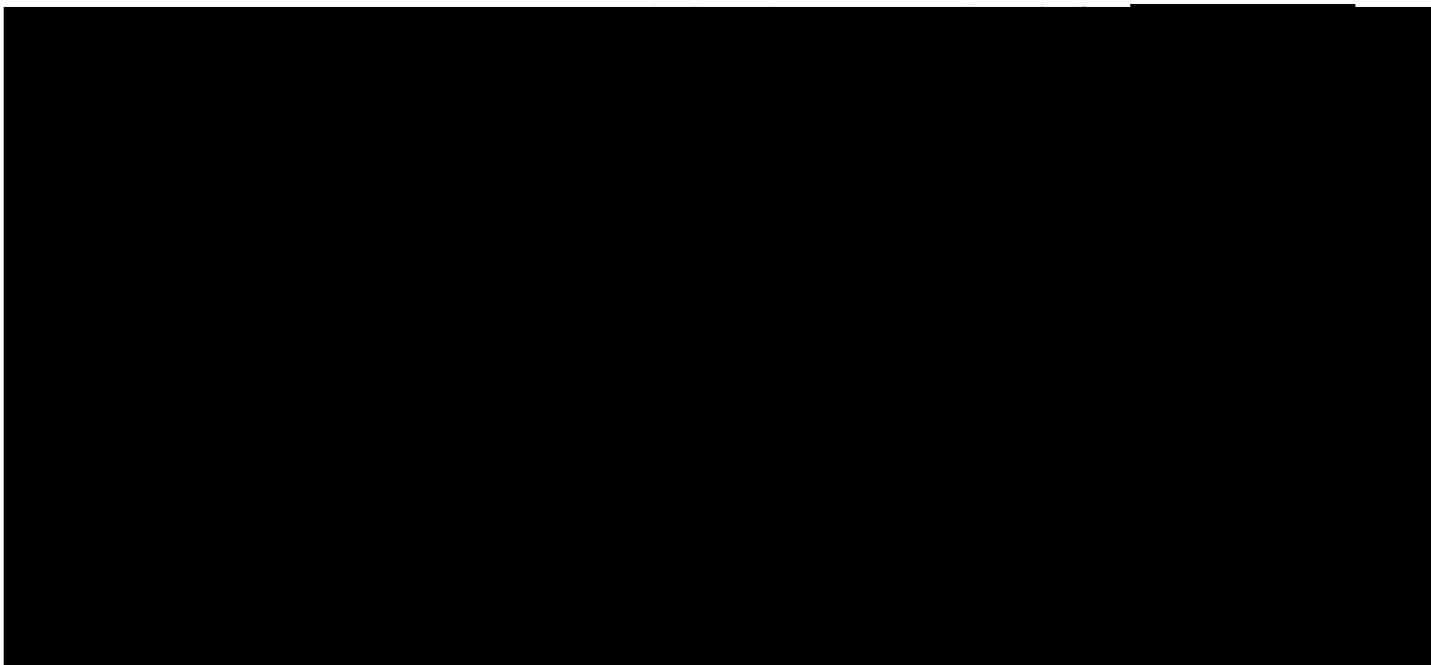
Prior Agreement) in the Prior Adaptation. Author represents that it has terminated the Prior Agreement effective April 26, 2016. Producer acknowledges that, notwithstanding such termination, the amateur acting rights to the Prior Adaptation can continue to be exploited following such termination under the terms of the Prior Agreement on a non-exclusive basis in the United States, and on an exclusive basis elsewhere. The rights granted hereunder shall be subject to the rights granted under the Prior Agreement, as limited by such termination.

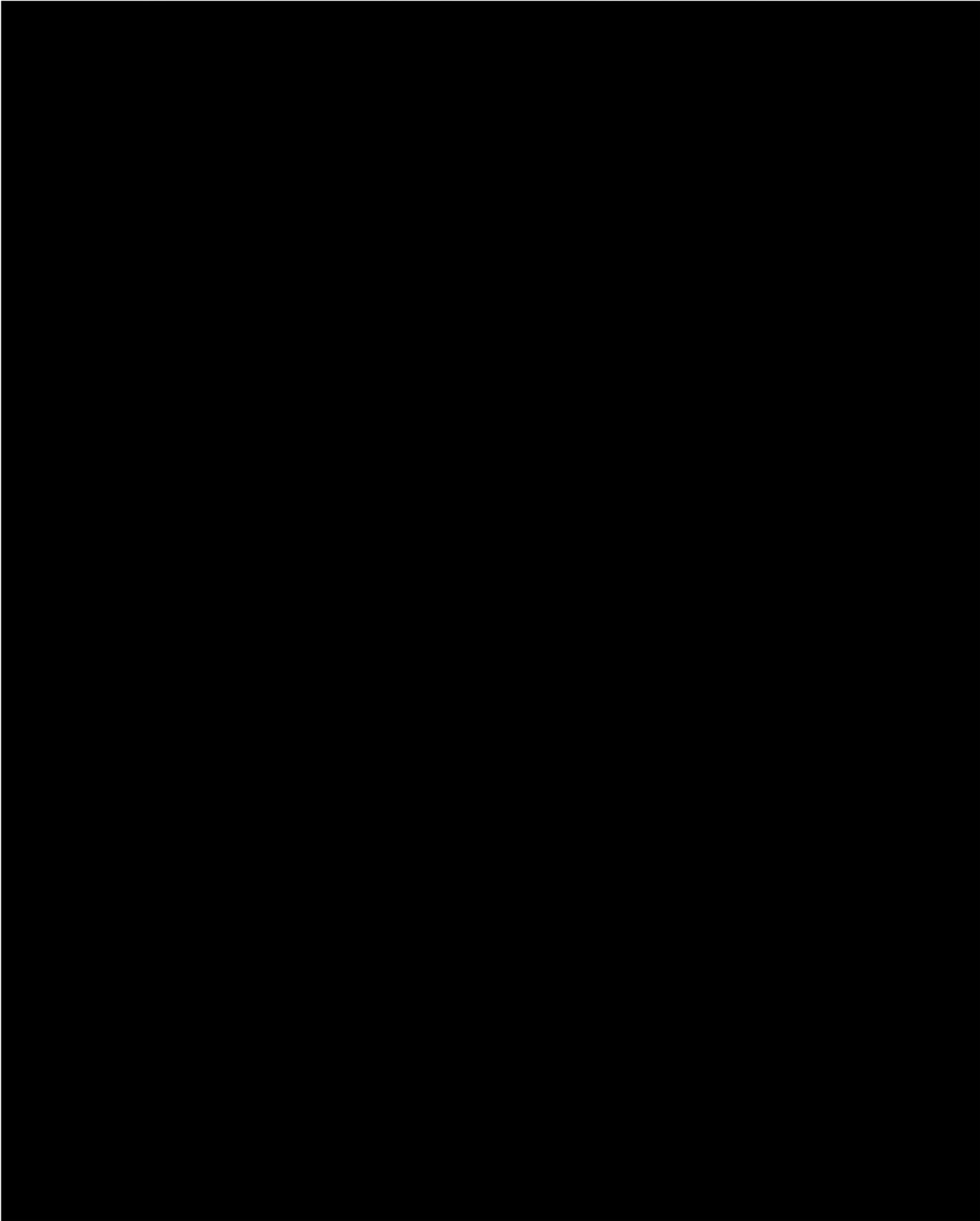
3. Option Periods and Payments.

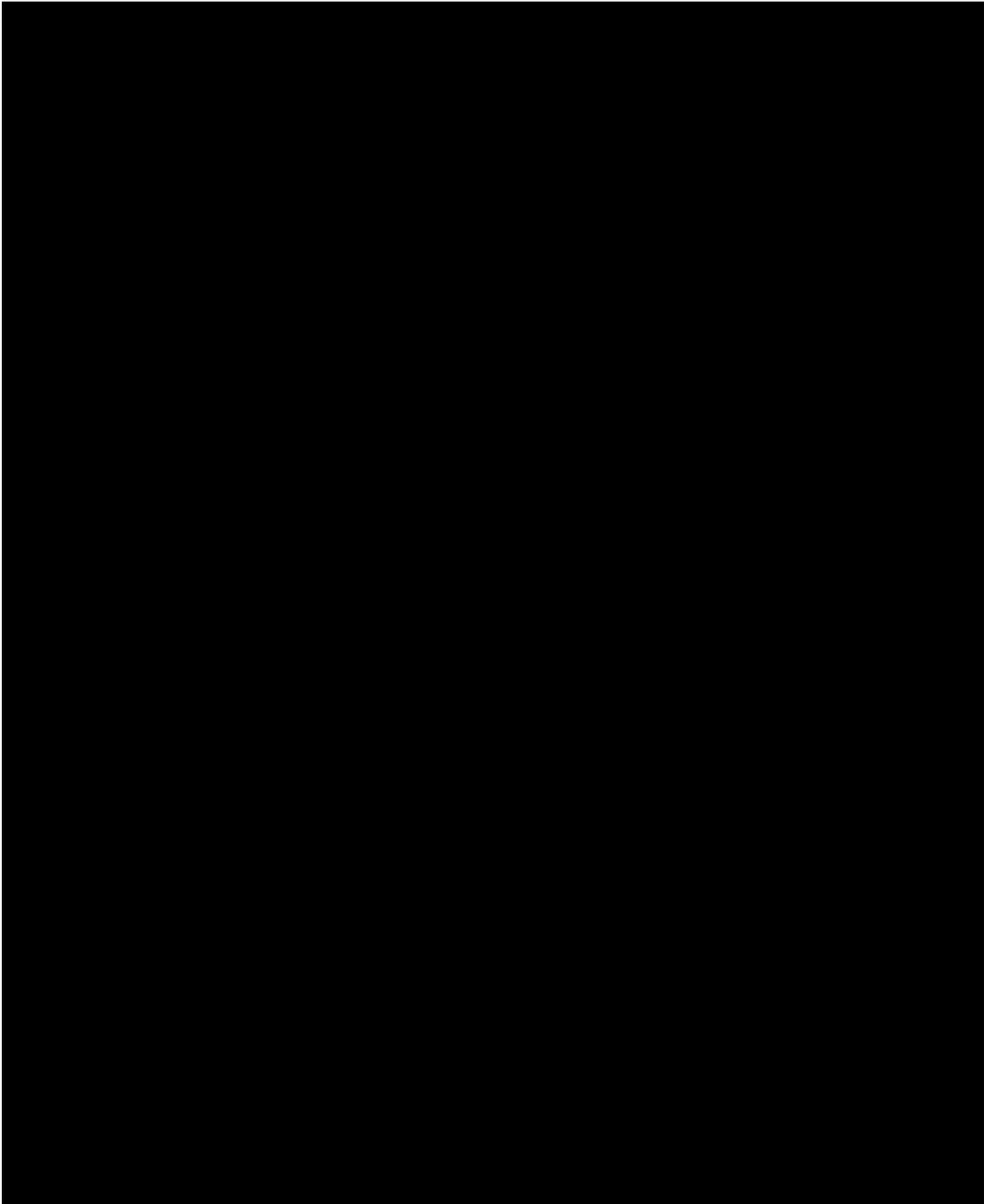


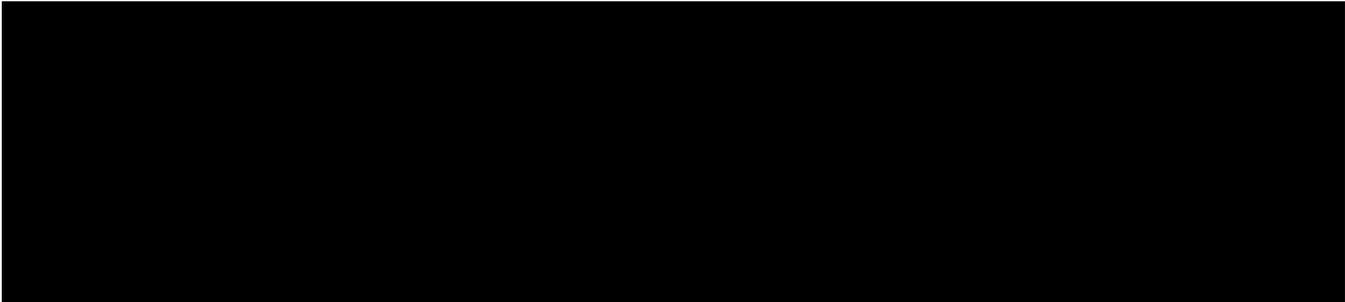
4. Exercise of Option. The initial commercial first class production of the Play presented on Broadway or in the West End of London under Producer's original agreement with the Playwright (the "**Playwright Agreement**") shall be referred to herein as the "**Initial Production**". The Option will be deemed exercised if the first paid public performance of the Initial Production is presented within the Option Period. Producer shall have the right to present a pre-Broadway or pre-West End developmental production, either at a not-for-profit theater or as a commercial engagement.

5. Royalties.









Please confirm your agreement to the foregoing by signing your name where indicated below.

Very truly yours,

RUDINPLAY, INC.

By:  _____
An Authorized Officer

ACCEPTED AND AGREED:


By: _____
HARPER LEE