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DATED 16th February 19

FIDES UNION FIDUCIAIRE and
OTHERS

- to -

BASKEVILLES INVESTMENTS LIMITED

ASSIGNMENT

-and-

BASKERVILLES INVESTMENTS LIMITED

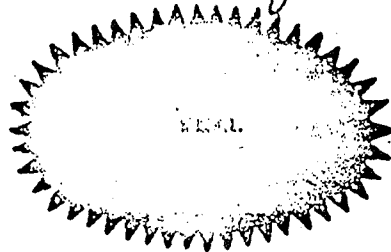
(by its Receiver
W.G. MACKEY, ESQ)

AGREEMENT

Copyright Office of the United States of America
THE LIBRARY OF CONGRESS
WASHINGTON

THIS IS TO CERTIFY THAT THE ATTACHED INSTRUMENT WAS RECORDED IN THE COPYRIGHT OFFICE RECORDS OF ASSIGNMENTS AND RELATED DOCUMENTS ON THE DATE AND IN THE PLACE SHOWN BELOW.
IN TESTIMONY WHEREOF THE SEAL OF THIS OFFICE IS AFFIXED HERETO.

Barbara Ringer
Register of Copyrights



Recordation 130ct77

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THIS AGREEMENT is made the 25 day of August 1976 BETWEEN SHELDON REYNOLDS of 1220 Park Avenue, New York, 10028, N.Y. ("the Purchaser") of the one part and BASKERVILLES INVESTMENTS LIMITED ("Baskervilles") acting by its Receiver WILLIAM GAWEN MACKEY of 57 Chiswell Street, London E.C.1. ("the Receiver") of the other part

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WHEREAS:-

(A) Pursuant to an Assignment dated 16th February 1972 made between (1) Fides Union Fiduciaire (2) Dame Jean Lena Annette Bromet (3) Anna Conan Doyle (4) Nina Harwood and (5) Baskervilles certain rights as specified in Clause 1 of the said Assignment in the works set out in the bibliographical catalogue of the writings of Sir Arthur Conan Doyle attached thereto ("the Property") were assigned to Baskervilles

(B) By a Debenture dated 16th February 1972 together with a Deed supplemental thereto dated 24th January 1974 Baskervilles charged certain assets (including the Property) by way of fixed charge and all its other assets by way of floating charge to secure the payment of all moneys then or thereafter owing by Baskervilles to the Princess Nina Mdivani Harwood ("the Princess")

(C) By a Mortgage dated 16th February 1972 the Princess assigned and transferred to The Royal Bank of Scotland Limited ("the Bank") all that said Debenture together with full right to exercise all the powers conferred on the Princess thereunder to hold the same unto the Bank subject to the proviso for redemption contained in the Mortgage in order to secure payment of all moneys then or thereafter owing by the Princess to the Bank

(D) By an Appointment dated 22nd April 1974 the Bank exercised its powers pursuant to Clause 7 of the said Debenture and appointed the Receiver to be Receiver and Manager of the property mortgaged by the said Debenture

(E) The Purchaser has offered to purchase the Property now held by the Receiver as Receiver of Baskervilles upon the terms and conditions hereinafter following and the Receiver has determined to accept that offer

NOW THIS AGREEMENT WITNESSES

1. (a) Baskervilles hereby assigns to the Purchaser all that the right title and interest which Baskervilles holds in the Property to hold the same unto the Purchaser absolutely for the full period (if any) of copyright and rights in the nature of copyright (including but without limitation merchandising advertising and kindred rights) and all renewals and extensions (if any) thereof

1. (b) Baskervilles hereby assigns to the Purchaser the benefit of any agreements, contracts and licences which it has entered into and to which the Property was (and still is) subject when the Property was assigned to Baskervilles. The Purchaser hereby accepts the assignment of the said agreements, contracts and licences including the benefit and burden of such agreements, contracts and licences and agrees to notify all the appropriate parties of this assignment

1. (c) Subject to the provisions of sub-clauses 1(a) and 1(b) hereof Baskervilles hereby confirms and agrees that it is legally and solely entitled to sell the Property

2. (a) The Purchaser shall pay the sum of [REDACTED] to Baskervilles on the execution hereof in consideration of the assignments contained in Clause 1

2. (b) The said sum of [REDACTED] shall be held by Richards Butler & Co. of 5 Clifton Street London EC2 in US\$ in their External Clients Account on the terms of a Letter of Undertaking a copy of which is attached hereto pending fulfilment of the conditions set out in clause 3 hereof

payment contained in Clause 2 hereof shall have effect upon the prior fulfilment of the following conditions:

- (a) the obtaining by the parties hereto of any necessary Exchange Control consent from the Bank of England,
- (b) With regard to any commitment by Baskervilles to Twentieth Century Fox Film Corporation ("Fox") in relation to the copyright and rights hereby assigned:-
 - (i) The obtaining by the Purchaser, in conjunction with the Receiver, of a "Quit Claim" ("the Quit Claim"), from Fox in favour of Baskervilles and the Receiver, such Quit Claim to be in a form legally enforceable and acceptable and satisfactory to the Receiver, such acceptance not to be unreasonably withheld by the Receiver,
 - (ii) In order to ensure that Fox gives the required Quit Claim, the signing of a Settlement Agreement ("the Settlement Agreement") between the Purchaser and Fox, such Settlement Agreement with Fox to be in a form legally enforceable and in form and substance acceptable and satisfactory to the Purchaser
- (c) the receipt by Baskervilles of confirmation that it is not and never has been a body corporate resident in the United Kingdom as defined in S.482 of the Income and Corporation Taxes Act 1970 or receipt by the Receiver of consent pursuant to the said section for the sale of the assets hereby assigned.

3.(2) In connection with fulfilling the conditions described in Clause 3 (1) above, the following arrangements are agreed between the parties hereto:-

- (a) Forthwith (but not later than 3 working days after the signing hereof) the Receiver shall apply to the Commissioners of Inland Revenue in order to obtain their confirmation that Baskervilles is not

and at no time has been a body corporate resident
in England

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- (b) Should that confirmation not be given and should the said Commissioners rule that Baskervilles is resident in England, the Receiver shall as expeditiously as possible apply for consent by the Treasury pursuant to the said section to the assignments contained in Clause 1 hereof
- (c) The Receiver shall keep the Purchaser fully informed of the progress being made in connection with the applications to both the Commissioners of Inland Revenue and to the Treasury. The parties hereto shall fully co-operate with each other in order to obtain the requisite rulings or consents
- (d) Forthwith (but not later than 3 working days after the signing hereof) the Receiver shall apply to the Bank of England for Exchange Control consent to the assignments set out in Clause 1 hereof
- (e) (i) The Quit Claim The Receiver and the Purchaser shall mutually agree on the steps to be taken in order to obtain the Quit Claim and they shall both be represented at the meetings held in order to obtain the Quit Claim from Fox As provided in Clause 3(1)(b)(i) above Quit Claim must be in a form legally enforceable and acceptable and satisfactory to the Receiver, such acceptance not to be unreasonably withheld by the Receiver
- (ii) The Settlement Agreement The Purchaser shall be solely responsible for deciding the steps to be taken in order to obtain the Settlement Agreement and the Purchaser shall solely negotiate with Fox in order to obtain the Settlement Agreement which will be entered into between Fox and the Purchaser Provided

shall be entitled to attend the meetings held

in order to obtain the Settlement Agreement

but solely to safeguard the Receiver's interests

and he will only speak at those meetings in

that capacity As provided in Clause 3(1)(b)(ii)

above, the Settlement Agreement must be in a

form legally enforceable and in form and

substance acceptable and satisfactory to the

Purchaser

- (f) Should the conditions set out in sub-clauses 3(1)(a)(b) and (c) not be fulfilled within 90 days of the date of execution hereof the conditional payment made pursuant to Clause 2 above shall be repaid on the expiration of the said 90 days by Richards Butler & Co to the Purchaser and this Agreement shall terminate

4. Upon the signing hereof Baskervilles shall deliver to Travers Smith, Braithwaite & Co. the Assignment described in Recital A and certified copies of the Debenture and Deed described in Recital B and of the Mortgage described in Recital C together with instructions in writing to its attorneys and agents to hold all original and copy contracts licences or agreements affecting the Property to the order of the Purchaser and Travers Smith, Braithwaite & Co. shall hold the said documents pending fulfilment of the conditions set out in Clause 3 hereof upon the terms of the Letter of Undertaking a copy of which is annexed hereto.

5. The parties hereto shall do make and execute all such things acts and documents necessary to perfect the transfer of such right and title to the assigned properties as Baskervilles has and is enabled by law to convey to the Purchaser and in particular, but without limitation, when required by the Purchaser the Receiver will execute (in the presence of a U.S. Consulate Official) in respect of certain of the works included in the Property "short form" copyright

assignments which will be required for registration purposes
at the U.S. Copyright Office in Washington

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6. The Receiver shall be entitled to retain the sum of \$1,290 presently held by his American attorneys Adler Pollock & Sheehan and he shall instruct the said attorneys to hold the \$10,000 which they received from Fox and still retain to the order of the Purchaser.

7. Baskervilles shall be solely liable for the payment of all taxes of whatsoever nature (including but without limitation withholding taxes) which are or may be payable in respect of revenue paid to Baskervilles (together with the royalties payable by Champion Films Inc in August 1974 and the royalties payable by Doubleday & Co. Inc in August 1976) during the period from 22nd April, 1974 to the date hereof and Baskervilles shall recompense the Purchaser in respect of deductions made from royalties paid to the Purchaser on account of such taxes but only to the extent that they have been properly and lawfully deducted from such payments to the Purchaser

8. All sums received by the Receiver or any of his agents after the date hereof, and all sums payable in so far as they have not been received prior to the date hereof by the Receiver shall to the extent that they are derived from the Property, belong to the Purchaser, and the Receiver agrees to pay or to procure the payment to the Purchaser of all such sums without any deductions except such deductions as may be required by law

9. Nothing in this Agreement shall mean or shall be deemed or taken to mean that the Receiver gives or makes any form of warranty indemnity undertaking or representation with relation to the Property or connected with or relating to his conduct of his Receivership with regard to the Property and the Purchaser hereby acknowledges that the Receiver and his servants and agents have not made any representation warranty or collateral contract or given any undertaking in relation to the Property whether orally, in writing or

(a) During the period between the execution hereof and the exchange described in sub-clause 13(a) the Receiver may negotiate with other parties for the grant of rights to the Property or any part thereof but the Receiver shall execute no contract agreement or licence relating to such grant prior to

(i) the terms of that contract agreement or licence being mutually agreed by the parties hereto; and

(ii) the form of that contract agreement or licence being approved by solicitors acting on behalf of the parties

Any monies received pursuant to any contract agreement or licence shall be paid into a deposit account denominated in sterling in London in the joint names of Richards Butler & Co. and Travers Smith, Braithwaite & Co. or such other account as the parties shall agree and the contents of that account shall be paid on the said exchange to the Purchaser or his assigns or should all the conditions laid down in sub-clause 3(1) not be fulfilled within 90 days of the date hereof the contents shall be paid to Baskervilles

11. The parties hereto agree that the Receiver is not entering into this Agreement with any intention of personally accepting any liability hereunder and that accordingly his personal liability hereunder arising directly or indirectly in connection herewith is expressly excluded

12. It is confirmed and agreed between the parties hereto that the Purchaser (in his own name and at his own expense) shall have the right to assert claims and bring any legal actions against any person, firm or company who either has withheld or not remitted monies in respect of the Property, which monies were due prior to the date hereof, or any person, firm or company who has at any time committed a breach of contractual obligations relating to the Property. Any monies derived from any such action shall belong to the Purchaser

unconditional the Purchaser and Baskervilles shall give joint instructions to Richards Butler & Co to pay the said sum of [REDACTED] to Travers Smith, Braithwaite & Co and to Travers Smith, Braithwaite & Co to deliver the said Assignment and the said certified copies to Richards Butler & Co the one in exchange for the other.

13. (b) Upon the said exchange described in sub-clause (a) above Baskervilles shall hold any original and copy contracts agreements and licences affecting the Property which it may now hold to the order of the Purchaser

14. This Agreement is subject to English law and the parties hereto hereby submit to the jurisdiction of the High Court in London

15. Any notice required to be given hereunder may be sent by telex cable telegraph or pre-paid first class post and shall be deemed to be received when in the ordinary course of events it would be received

16. Upon fulfilment of all the conditions set out in sub-clause 3(1) and upon completion of the exchange set out in sub-clause 13(a) the Purchaser may assign his interest in this Agreement to any other person.

AS WITNESS the hands of the parties hereto or their duly authorised representatives the day and year first before written

SIGNED by)
as Receiver and Manager)
for and on behalf of)
BASKERVILLES INVESTMENTS)
LIMITED)

J. C. H. [Signature]

SIGNED by the said)
SHELDON REYNOLDS in the)
presence of:-)

B. H. Smith

W. C. H. [Signature]
By his attorney
[Signature]

[Signature]
as attorney for Sheldon Reynolds

DRAFT LETTER OF UNDERTAKING referred to in clause 2(b)

Richards, Butler & Co,
5 Clifton Street,
London EC2.

Dear Sirs,

Baskervilles Investments Ltd & Sheldon Reynolds

We hereby confirm that we are holding the original Assignment of the Conan Doyle copyrights dated 16th February 1972 between

1. Fides Union Fiduciaire
2. Dame Jean Lena Annette Bromet
3. Anna Conan Doyle
4. Nina Harwood
5. Baskervilles Investments Limited

on the terms set out in clause 4 of the Agreement signed today between Sheldon Reynolds (1) and Baskervilles Investments Limited) (2) and certified copies of the Debenture and Deed described in Recital 2 and of the Mortgage described in Recital 3 of the said Agreement on the same terms.

We undertake to hold those documents for a period of 90 days from the date hereof, and to deliver them to you on behalf of Sheldon Reynolds within 3 days of our receipt of the joint instructions from Mr. Reynolds and Baskervilles Investments Limited to the effect that the conditions set out in clause 3 of the said Agreement have been fulfilled and upon our receipt of the sum of ~~£100,000~~ mentioned in clause 2 of the said agreement.

Should the said conditions not be fulfilled within the period of 90 days we shall hold the documents solely on behalf of Baskervilles Investments Limited.

Yours faithfully,